



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
VILLAGE HALL
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141

TUESDAY, NOVEMBER 14, 2017
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 VILLAGE 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 VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE 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 VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

1. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

2. A. PROCLAMATIONS AND AWARDS

- 1. 65th Anniversary of North Bay Village Recognition by the International City/County Management Association (ICMA) Presented by Alex Diaz, Town Manager, Golden Beach**

B. SPECIAL PRESENTATIONS

- 1. PFM Financial Advisors LLC**

C. ADDITIONS AND DELETIONS

3. GOOD & WELFARE

4. GRANT WRITER'S REPORT

5. **ADVISORY BOARD REPORTS**

- A. ANIMAL CONTROL ADVISORY BOARD
- B. BUSINESS DEVELOPMENT ADVISORY BOARD
- C. CITIZENS BUDGET & OVERSIGHT BOARD
- D. COMMUNITY ENHANCEMENT BOARD
- E. PLANNING & ZONING BOARD

6. **VILLAGE COMMISSION'S REPORT**

7. **VILLAGE ATTORNEY'S REPORT**

8. **VILLAGE MANAGER'S REPORTS**

9. **CONSENT AGENDA:** (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be adopted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.)

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE DONATION OF SURPLUS PROPERTY, SPECIFICALLY POLICE PURSUIT VEHICLES OF THE POLICE DEPARTMENT, WHICH ARE NOT NEEDED FOR PUBLIC PURPOSE, TO THE CITY OF OPA LOCKA; SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

The proposed Resolution will allow the Village to give two police cars that are no longer of use to the Village due to age and severe duty use, to the City of Opa Locka; as a result of a request by the Interim Village Manager.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLOR SELECTION FOR THE TILE ROOF TO BE INSTALLED AT THE VILLAGE FACILITY AT 1841 GALLEON STREET; SETTING AN EFFECTIVE DATE. *(INTRODUCED BY MAYOR CONNIE LEON KREPS)*

The proposed Resolution calls for approval of a Chestnut Burnt Color for the roof tiles to be installed at the Village building at 1841 Galleon Street, as recommended by the Community Enhancement Board.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING PARQUES REUNIDOS SERVICIOS CENTRALES, S.A., THE OWNER AND OPERATOR OF MIAMI SEAQUARIUM, TO RETIRE LOLITA, THE ENDANGERED ORCA WHALE, FROM HER SMALL TANK AT MIAMI SEAQUARIUM, AND MOVE HER TO A SEA PEN IN THE PACIFIC NORTHWEST AS SOON AS POSSIBLE; AND, DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO ALL COUNTY MAYORS IN THE STATE OF FLORIDA AND TO THE FLORIDA LEAGUE OF CITIES. (INTRODUCED BY VICE MAYOR EDDIE LIM)**

The proposed Resolution supports retiring Lolita safely to a sea pen in her natural environment.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO RECEIVE INSURANCE PROCEEDS; APPROPRIATE FUNDS TO THE STATE AND FEDERAL FORFEITURE ACCOUNTS; EXPEND MONIES FROM THE FEDERAL FORFEITURE ACCOUNT; APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND ENTERPRISE FLEET MANAGEMENT FOR THE LEASE OF ONE MARKED POLICE VEHICLE; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE FOR THIS AGREEMENT; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize the lease of a new police vehicle to replace one that was damaged by fire; and deemed a total loss by the Village insurance carrier.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDED BID NO. 2017-002 FOR THE STORMWATER OUTFALL REHABILITATION PROGRAM TO RIC-MAN CONSTRUCTION FLORIDA, INC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize the hiring of Ric-Man Construction Florida, Inc. to repair and rehabilitate North Bay Village's stormwater outfall

pipng system. The project will include, but not be limited to, outfall pipe cleaning and lining, point repairs, installation of outfall valves, system grouting, utility testing, maintenance of traffic, roadway restoration, site restoration, and updated stormwater outfall system mapping.

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT (17-09) WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S STORMWATER OUTFALL REHABILITATION PROGRAM; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will approve Kimley-Horn & Associates, Inc., the Village Engineer, to oversee the construction phase services of the Stormwater Outfall Rehabilitation Program to include Progress Meetings, Program Evaluation, Public Involvement Assistance, Resident Project Representative, Shop Drawing Review, Contract Clarification, Review of Payment Applications, and Project Clarification and Close Out.

- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING WORK AUTHORIZATION NO. 17-10 WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ADDITIONAL CONSTRUCTION PHASE SERVICES FOR THE SANITARY SEWER REHABILITATION PROGRAM AT A LUMP-SUM COMPENSATION OF \$101,500; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE FRANK K. ROLLASON)**

As work continues on the project, additional sanitary sewer rehabilitation work has been identified, which has further extended the contractor's contract. As a result, Kimley-Horn & Associates, Village Engineers, will be required to continue to provide construction phase services through the extended contract completion date to include Progress Meetings, Public Involvement Assistance, Resident Project Representative, Contract Clarification, Review of Pay Application, and Coordination with SRF (State Revolving Loan Fund) Program.

1.) Commission Action

10. ORDINANCES FOR FIRST READING AND RESOLUTIONS

11. PUBLIC HEARINGS ITEMS INCLUDING ORDINANCES FOR SECOND

READING: Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor when she requests public comments. An opportunity for persons to speak on each item will be made available after the applicant and staffs have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse either to be cross-examined or to be sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT AND BOARDING PLATFORM ON AN EXISTING DOCK IN SLIPS B83 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

1.) Commission Action

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT AND BOARDING PLATFORM ON AN EXISTING DOCK IN SLIPS C105 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

1.) Commission Action

C. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 97, ENTITLED "PARKS AND RECREATION" BY AMENDING SECTION 97.11 TO PROHIBIT AN ADULT FROM ENTERING A TODDLER PARK WITHOUT A CHILD; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER ANDREANA JACKSON)

The proposed Ordinance will prohibit persons over the age of 18 from being in designated play areas in a Village park, unless the adult is supervising and/or accompanying children under the age of 8.

1.) Commission Action

- D. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70, SECTION 70.05 OF THE VILLAGE CODE; DEFINING JUNKAGE AND ABANDONED VEHICLES; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Ordinance clarifies the definition of abandoned and junk vehicles.

1.) Commission Action

- E. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 153, ENTITLED "CODE ENFORCEMENT" BY AMENDING SECTION 153.04 TO INCREASE THE FINE FOR GENERAL LITTERING AND FINES UNDER SECTION 91.03 FOR REPEAT VIOLATIONS; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR EDDIE LIM)**

The proposed Ordinance will increase the penalty for general littering for repeat violators.

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RECONSIDERING A MOTION MADE AT THE OCTOBER 24, 2017 COMMISSION MEETING REGARDING THE CONSTRUCTION OF A DOCK AT 1700 SOUTH TREASURE DRIVE; NORTH BAY VILLAGE, FLORIDA, AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY ROBERT L. SWITKES)**

The proposed Resolution seeks Commission action for either a motion to deny the application; instead of the vote taken against a motion to approve; or any other action they may deem necessary.

1.) Commission Action

12. UNFINISHED BUSINESS

13. NEW BUSINESS

A. APPOINTMENTS TO ADVISORY BOARDS

- 1.) **ADVISORY CHARTER REVIEW BOARD**
- 2.) **ARTS, CULTURAL & SPECIAL EVENTS BOARD**
- 3.) **YOUTH & EDUCATION SERVICES BOARD**

1.) **Commission Action**

B. CITIZENS CRIME WATCH 42ND ANNUAL AWARDS CEREMONY

- 1.) **Commission Action**

14. APPROVAL OF MINUTES – COMMISSION MEETINGS

15. ADJOURNMENT



Certificate of Recognition




The Florida City & County Management
Association Celebrates With

The City of North Bay Village

on the 65th anniversary of your city's recognition by
the International City/County Management
Association (ICMA)

of its operation under the commission-manager form of government.

Awarded October 10, 2017



Jim Hanson, President, FCCMA
Town Manager, Town of Orange Park



North Bay Village, Florida

Long-Term Financial Planning

PFM Financial Advisors LLC

PFM Financial Advisors LLC

255 Alhambra Circle,

305-448-6992

Suite 404

pfm.com

Coral Gables, FL 33134



Debt Portfolio Overview and Credit Analysis

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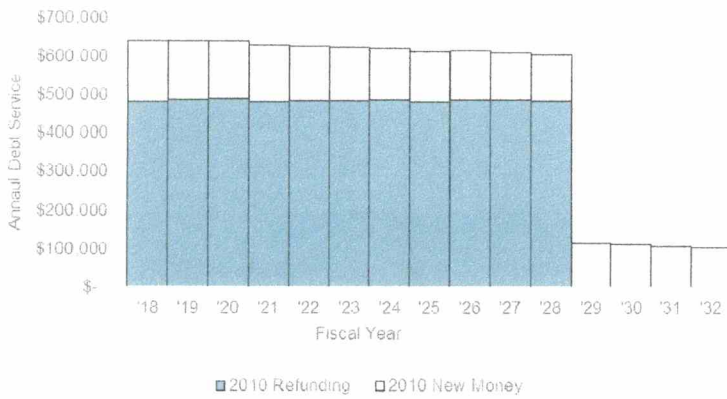


Summary of Outstanding Debt

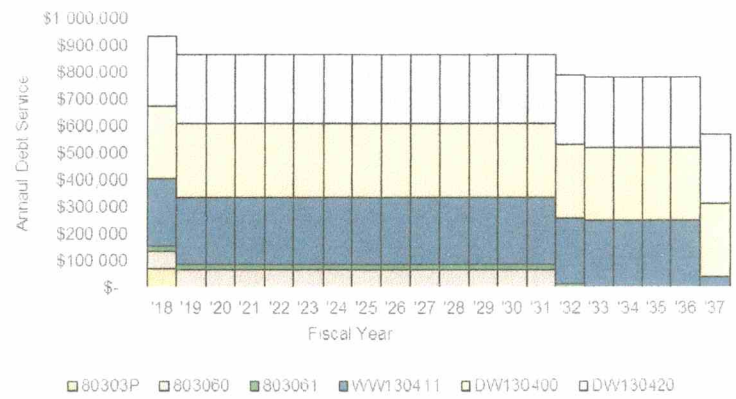
Series	Project Funded	Interest Rate	Outstanding Debt Service (9/30/17)	Prepayment Provision*	Final Maturity (FY)
General Obligation					
Series 2010 New Money	Kennedy Causeway	3.80%	\$ 1,982,571	MWC	2032
Series 2010 Refunding	Refund Vogel Park	3.51%	5,343,674	Prepayable 10/5/2020, or MWC	2028
SRF Loans					
80303P	Sewer System	3.25%	\$ 67,593	Prepayable anytime	2018
803060	Sewer System	1.93%	917,338	Prepayable anytime	2031
803061	Sewer System	2.18%	307,299	Prepayable anytime	2032
WW130411	Sewer System	1.70%	4,775,451	Prepayable anytime	2037
DW130400	Water Mains	1.24%	5,442,400	Prepayable anytime	2037
DW130420	Water Meters	1.34%	5,186,720	Prepayable anytime	2037

*In discussing prepayment provisions, MWC means make-whole call, where the bank charges a prepayment fee which recuperates the interest that would have otherwise been lost by prepayment.

General Obligation Debt Service



SRF Utility Debt Service





Moody's and S&P Rating Scorecards

- Moody's and S&P have recently proposed changes to their rating methodology for local government general obligation bonds
- The new approach creates a metric-based scorecard used to calculate an indicated rating for the entity
- Built from the original four categories of Economic Strength, Financial Strength, Management and Governance, and Debt Profile, this scorecard translates each of these areas into quantifiable metrics

Moody's Scorecard Factors

Scorecard Factor and Weights		
Broad Rating Factor	Rating Subfactor	Subfactor Weighting
Economy/Tax Base	Tax Base Size (full value)	10%
Economy/Tax Base	Full Value Per Capita	10%
Economy/Tax Base	Wealth (median family income)	10%
Finances	Fund Balance (% of revenues)	10%
Finances	Fund Balance Trend (5-year change)	5%
Finances	Cash Balance (% of revenues)	10%
Finances	Cash Balance Trend (5-year change)	5%
Management	Institutional Framework	10%
Management	Operating History	10%
Debt/Pensions	Debt to Full Value	5%
Debt/Pensions	Debt to Revenue	5%
Debt/Pensions	Moody's ANPL (3-year average) to Full Value	5%
Debt/Pensions	Moody's ANPL (3-year average) to Revenue	5%

S&P's Scorecard Factors

Category	Weight
Institutional Framework	10%
Economy	30%
Management	20%
Liquidity	10%
Budgetary Performance	10%
Budgetary Flexibility	10%
Debt & Contingent Liabilities	10%



Village Credit Score

- PFM has created a credit model based on the quantitative scoring metrics for both Moody's and S&P, and is thus able to replicate the quantitative portion of a municipality's credit rating with great accuracy
- All sections of the scorecard are subject to qualitative "below-the-line" adjustments for offsetting (positive and negative) qualitative metrics
- The projected scorecard results that follow do not take into account these additional factors; as such, the indicated rating is only one component of the rating process, and may not always be the final rating an entity receives

Moody's Local Government Rating Calculator – North Bay Village

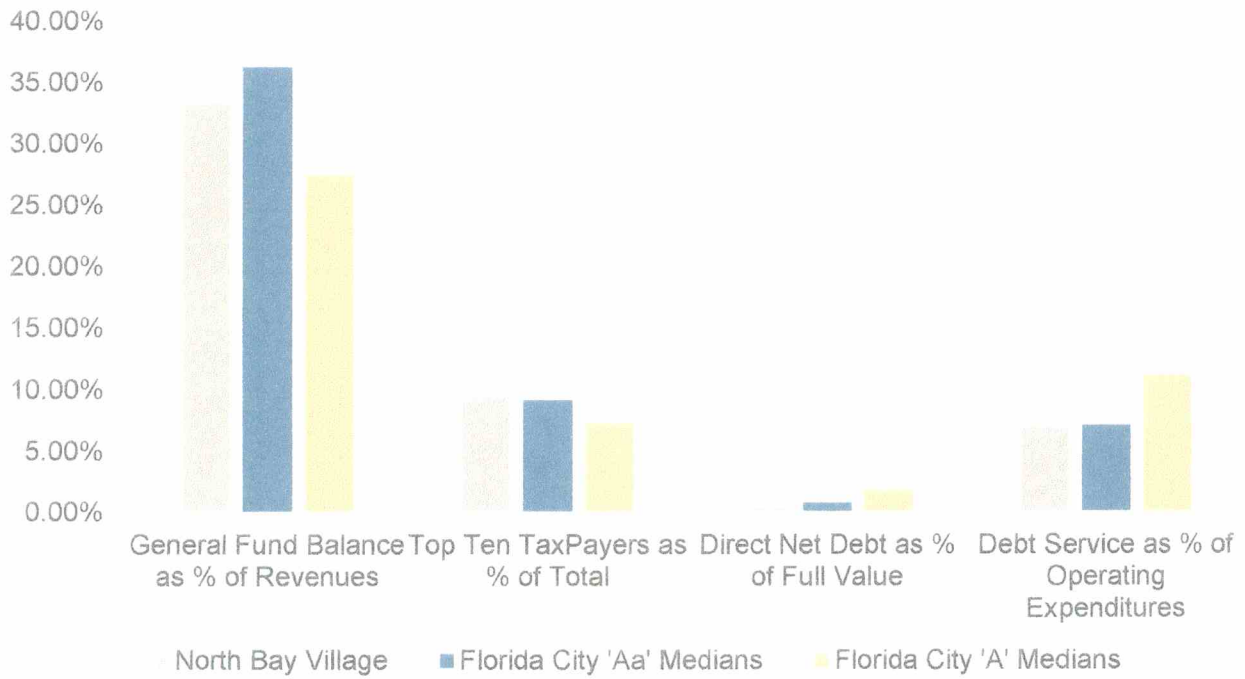
Category	Weight	Indicated Rating
Economy/Tax Base	30%	2.46
Fund Balance	15%	1.86
Cash Balance	15%	0.85
Management	20%	2.59
Direct Debt	10%	1.90
Pension Liability	10%	1.62
Indicated Rating Score	100%	2.01
Indicated Rating	-	Aa2

S&P Local Government Rating Calculator – North Bay Village

Score Table	Indicative Score	Adjustment	Adjusted Score	Weight
Institutional Framework Score:	2		2	10%
Economic Score:	2.5		2.5	30%
Management Score:	3		3	20%
Budgetary Flexibility Score:	1		1	10%
Budgetary Performance Score	2		2	10%
Liquidity Score:	1		1	10%
Debt and Contingent Liability:	3	-1	2	10%
Weighted Average Score:			2.15	
Rating Cap:				
Indicative Rating:				AA



Financial Ratio Comparative Graphs – Moody's A and Aa Credit Medians



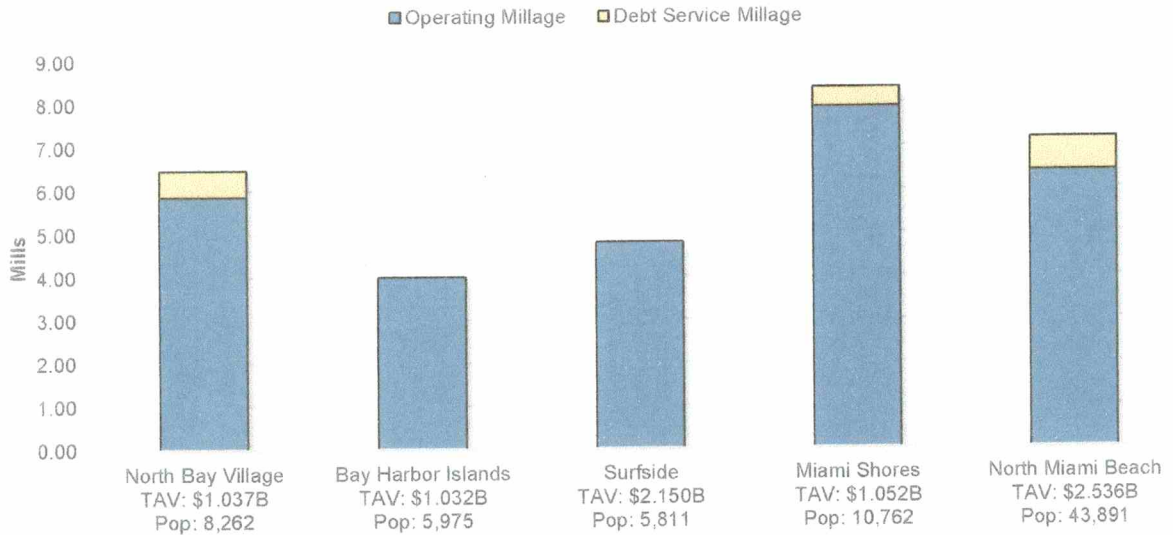
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Millage Comparison

- The below chart provides a comparison between the Village and a few comparable municipalities

MILLAGE COMPARISON (2018 BUDGET)



Taxable Value courtesy of Miami Dade Property Appraiser, 2017 Preliminary Taxable Values
Population courtesy of US Census Bureau



Potential Future Debt Issuance

© PFM



Village Debt Capacity Based on Rating Agency Criteria

- The Village can issue approximately \$24MM amount of GO while staying in the Aa2 rating category, *strictly according to quantitative metrics*
- From a practical standpoint, that level of GO issuance would require a significant millage levy

Debt Service Millage for \$24 million GO Bond - 5 Year Snapshot						
Tax Roll Year	Fiscal Year	Assessed Value (Levy Year)*	One Mill Revenue @ 96% Collection	Increased GO Millage Requirement	Net Average Home Value	Increased Homeowner Taxes
2016	2017	\$ 1,037,240,053	\$ 995,750		\$ 250,000	\$ -
2017	2018	1,068,357,255	\$ 1,025,623		257,500	0.00
2018	2019	1,100,407,972	1,056,392	1.635	265,225	433.59
2019	2020	1,133,420,211	1,088,083	1.589	273,182	434.22
2020	2021	1,167,422,818	1,120,726	1.544	281,377	434.41
2021	2022	1,202,445,502	1,154,348	1.498	289,819	434.16

*Based on Miami-Dade County Appraiser's Office

- Chart based on \$250,000 average home value, 20 year term on bond
- Between the Village Hall and parks referendums, there is \$10,830,000 of general obligation bonding capacity that has been approved, but not yet issued



Capital Improvement Plan

- The Capital Improvement Plan calls for \$46 to \$57 million in projects that have not yet been funded, depending on the cost estimate for the new Village Hall
- Also consider that there will be future capital needs beyond the list below

NORTH BAY VILLAGE						
<u>CAPITAL IMPROVEMENT PROJECTS FY 2018 - FY 2023</u>						
General, Water, Sewer, Sanitation, Stormwater, Parks, Underground Utilities						
Description	TOTAL ESTIMATED COST	Funding Sources				
		Ad Valorem Funded	Utility Rates	Grants	Impact Fees	Other Funding Sources
New Village Hall with Police and Fire	\$24,000,000 to \$35,000,000	\$ 11,400,000				\$12,600,000 to \$23,600,000
Sakura Property	\$ 2,900,000					\$ 2,900,000
Sepe Lots	\$ 650,000					\$ 650,000
Boardwalk Linar Park	\$ 5,000,000	\$ 2,500,000		\$ 2,500,000		
Baywalk Plaza	\$ 1,500,000	\$ 1,000,000		\$ 500,000		
Underground Utility Lines	\$ 15,000,000	\$ 9,100,000				\$ 5,900,000
Water Transmission & Distribution Project# DW13040	\$ 4,400,000		\$ 4,400,000			
Meters & Service Line Replacement Project#DW13041	\$ 4,700,000		\$ 4,700,000			
Replace Lift Stations Project#WW13041	\$ 900,000		\$ 900,000			
Replace Sanitary Sewer Lines Project#WW13040	\$ 3,900,000		\$ 3,900,000			
Rehab of North Bay Island Stormwater Pump System	\$ 1,000,000		\$ 1,000,000			
Stormdrain Outfall Linings and Tide-Flex Valves \$225,000 State Grant and \$250,000 Stormwater Fund	\$ 475,000		\$ 250,000	\$ 225,000		
Repair, Replace or Abandon Miami Beach Sewer Forcemain	\$ 8,000,000		\$ 7,500,000	\$ 500,000		
Total to be Funded	\$64,425,000 to \$75,425,000	\$ 24,000,000	\$ 15,150,000	\$ 3,225,000	\$ -	\$22,050,000 to \$33,050,000

*County is providing \$4M of funding towards the Village Hall project



Millage Impact for Individual Projects (20 & 30 Year Financing) – Funding Total CIP

- If the Village were to issue the full amount of projects as voter-approved debt, the annual millage impact for individual projects on the Village's CIP can be seen below
- *Calculations assume high-end of CIP estimates*

Total Impact to Average Homeowner*

Project	FY 2019 Millage Increase	Average Annual Cost	Total Cost Over 20 Years
Utility Bill Increase		\$ 167.30	\$ 3,513.40
Stormwater Rehab	0.06	17.17	343.37
Village Hall	2.00	531.01	10,620.30
Baywalk	0.06	17.17	343.37
Boardwalk	0.17	44.03	880.62
Sakura	0.19	49.71	994.24
Sepe Lots	0.04	11.19	223.82
Underground Lines	0.97	257.03	5,140.51
Total	3.492	\$ 1,094.62	\$ 22,059.63

*Based on property value of \$250,000

Total Impact to Average Homeowner*

Project	FY 2019 Millage Increase	Average Annual Cost	Total Cost Over 30 Years
Utility Bill Increase		\$ 167.30	\$ 3,513.40
Stormwater Rehab	0.05	14.14	424.11
Village Hall	1.65	438.22	13,146.70
Baywalk	0.05	14.14	424.11
Boardwalk	0.13	35.43	1,063.00
Sakura	0.16	41.03	1,230.78
Sepe Lots	0.04	9.23	276.94
Underground Lines	0.80	212.06	6,361.69
Total	2.888	\$ 931.54	\$ 26,440.72

*Based on property value of \$250,000



Miami Dade Property Appraiser, 2017 Values



Discussion of Funding Alternatives

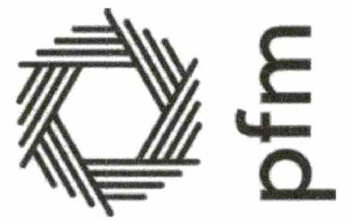
- Potential Security Pledges:
 - GO Referendum (Limited / Unlimited)
 - Special Assessments
 - Non-ad Valorem Revenues
 - Public-Private Partnerships
- Tax-Exempt and Taxable Structures
 - If part of the Village's debt offering was considered taxable, recent comparable debt issuances show that the spread differential between taxable and tax-exempt debt is about 100 bps
 - Tax status can be carved out depending on project(s), and is dependent on bond counsel interpretation
- Term of Financing
 - Bank notes / direct placements typically between 10-20 years; publicly offered bonds are typically 25-40 years
 - Term of the financing should be closely linked to the expected useful life of the asset (limited to 120% of useful life)
- Village Charter
 - "Matters pertaining to borrowing for municipal projects shall be governed by State law." – Section 8.01 of Village Charter



Summary

- Village has a strong credit profile
- The Village's total millage (debt + operating millage) is comparable to neighboring municipalities
- Approximately \$17 million of projects in the CIP are already funded
- Current unfunded CIP is estimated to cost \$46 to \$57 million
 - Unfunded CIP is primarily for general governmental purposes
- Of the 1,192 homesteaded properties in the Village, 274 (23%) range from \$150,000 to \$300,000 in value
- Typical financing mechanisms for these project types include pledging ad valorem or non-ad valorem revenue sources
- Funding the entire CIP is estimated to increase the Village's millage levy an additional 2.88 to 3.49 mills





To: North Bay Village Mayor & Village Commission
From: LaKeesha Morris, MSW
Date Submitted: November 2, 2017
Reporting Period: October 1 – October 31, 2017

Grants Submitted this Reporting Period:

No new grants were submitted this reporting period.

Grants “Under Construction”

The following grants are currently open and being considered by the Village.

1. Legislative Appropriation: Stormwater Project

- a. Due Date: November 8, 2017
- b. Amount of Request: TBD
- c. Project: Continuation of the Village’s Drainage Improvement Project(s) for consideration in the FY2018-19 State Budget.

2. Legislative Appropriation: North Bay Village Baywalk/Boardwalk Project

- a. Due Date: November 8, 2018
- b. Amount of Request: TBD
- c. Project: Funding is being requested for the development of the Baywalk Plaza Area leading to the Boardwalk. This project is consistent with the Village’s Economic Development Strategic Plan.

Grant Updates

FDOT Transportation Alternative Grant (\$1M for Baywalk North Construction): FDOT has started to review the Village’s policies and procedures needed to secure the Local Agency Program Certification. This included the preliminary review of the newly updated Title VI Non-Discrimination Policy and ADA Transition Plan. FDOT has requested some updates to the ADA Transition Plan, and has given the Village until March 2018 to complete the updates. LaKeesha will work with FDOT and the Village to meet this requirement.

Bullet Proof Vest: The Village has been awarded a \$1:\$1 matching grant from the US DOJ Bullet Proof Vest Program in the amount of \$1,597.28.

University of South Florida High Visibility Grant (FY2017-18): The Village has been awarded \$2,000 to continue providing Village Police Officers with overtime pay to increase traffic monitoring along JFK Causeway. This is a part of the State's "Alert Today, Alive Tomorrow" Campaign. During the first funding cycle (FY2016-17), Village Officers made approximately 500 direct contacts.

VILLAGE MANAGER'S REPORT

TO

THE MAYOR AND MEMBERS OF THE VILLAGE COMMISSION**NOVEMBER 14, 2017****1. FINANCE DEPARTMENT OVERVIEW:****2. POLICE DEPARTMENT OVERVIEW:**

- a. Halloween Spooktacular Event was a huge success and we are considering having on Halloween night in the future to provide a 'safe haven' site as an alternative to trick/treating on the streets.
- b. LPR has arrived and after training will be placed into service
- c. Annual MB Kiwanis Gala was held at Rusty Pelican attended by Chief, Commissioner Jackson and 2 NBV Police Honor Guard personnel
- d. Detective Casais, Officer Floyd, & Officer Brind were honored at Kiwanis Quarterly Luncheon
- e. Traffic Team conducted a Village-Wide Traffic Blitz on October 27th resulting in 45 citations issued and 2 arrests.
- f. Movie nights were held for both children and adults.

3. PUBLIC WORKS DEPARTMENT OVERVIEW:**4. MANAGER'S REPORT:**

- a. MOVE DEC 12TH COMMISSION – CONFLICTS WITH 1ST DAY OF HANUKKAH
 - i. Thursday, Dec 7th
 - ii. Thursday, Dec 14th
 - iii. Tuesday, Dec 21st
- b. FPL LED Street Lighting Program
 - i. Program suggested by Vice Mayor as result of MDCLC Best Practices Con.
 - ii. Mtg w/FPL took place on 11/2/17
 - iii. Program installation at no cost to Village and will reduce costs
 - iv. Request Motion to move forward and bring Reso to Dec meeting



NORTH BAY VILLAGE POLICE



RECOMMENDATION MEMORANDUM

1666 John F Kennedy Causeway
Suite #300
North Bay Village, FL 33411

Phone: 305.758.2626
www.NBVillage.com

Carlos E. Noriega
Chief of Police

DATE: October 27, 2017

TO: Mayor Connie Leon Kreps
Vice Mayor Eddie Lim
Commissioner Jose R. Alvarez
Commissioner Dr. Douglas N. Hornsby
Commissioner Andreana Jackson

RECOMMENDED BY: Frank Rollason, Village Manager

PRESENTED BY STAFF: Carlos Noriega, Police Chief

SUBJECT: November 14th, 2017 Commission Meeting Agenda - Request to Transfer two used Police Vehicles to the City of Opa-Locka Police Department.

RECOMMENDATION:

It is recommended that the Village Commission approve the transfer of two used police vehicles currently owned by the North Bay Village Police Department to the City of Opa-Locka Police Department.

BACKGROUND:

The Police Department has surplus 2012 Dodge Charger police pursuit vehicles, and the authority to transfer two of these assets to Police Department is requested. Due to the current economic environment, the City of Opa-Locka Police Department is in direct need of two patrol vehicles and the Interim City Manager, Eddie Brown, has made a request for us to assist them with this matter. Therefore, this request is to allow the Village Manager authority to execute the necessary documents to transfer ownership of these vehicles to the Opa-Locka Police Department.

BUDGETARY IMPACT:

There will be no impact to the General Fund.

PERSONNEL IMPACT:

There will be no personnel impact.

CONTACT:

Carlos Noriega, Chief of Police



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

MEMORANDUM
North Bay Village

DATE: November 2, 2017

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE DONATION OF SURPLUS PROPERTY, SPECIFICALLY POLICE PURSUIT VEHICLES OF THE POLICE DEPARTMENT, WHICH IS NOT NEEDED FOR PUBLIC PURPOSE, TO THE CITY OF OPA LOCKA; SETTING AN EFFECTIVE DATE

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE DONATION OF SURPLUS PROPERTY, SPECIFICALLY POLICE PURSUIT VEHICLES OF THE POLICE DEPARTMENT, WHICH ARE NOT NEEDED FOR PUBLIC PURPOSE, TO THE CITY OF OPA LOCKA; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Interim Village Manager from the City of Opa Locka has reached out to the Village Manager, Frank K. Rollason, seeking donations of two police vehicles to supplement their vehicle fleet, which has been reduced due to budgetary constraint; and

WHEREAS, due to age and severe duty use, the Police Department has vehicles that have reached the end of their service life and are deemed surplus property of the Village; and

WHEREAS, the Police Chief has identified surplus property for donation to the City of Opa Locka, specifically two 2012 Dodge Charger police pursuit vehicles, which are not needed for public purpose; and

WHEREAS, the Village Commission finds that donation of these police vehicles to the City of Opa Locka serves a greater purpose of public safety.

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

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

Section 2. Authorization to Donate. The Village Commission hereby authorizes the donation of surplus property, specifically two 2012 Dodge Charger police pursuit vehicles, to the City of Opa Locka; and further authorizes Village Officials to do all things necessary for the transfer of these vehicles.

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

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

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Jose Alvarez _____
Commissioner Dr. Douglas Hornsby _____
Commissioner Andreana Jackson _____

PASSED AND ADOPTED this 14th day of November 2017.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

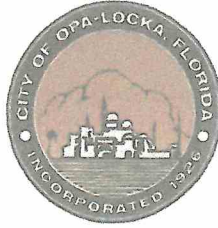
**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Donation of Two Surplus Police Vehicles to the City of Opa Locka.

Office of the City Manager

Ed Brown
Interim City Manager



Telephone: (305) 953-2821

Email: ebrown@opalockafl.gov

October 18, 2017

Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Donation of Vehicles

Dear Mr. Rollason:

In conversation with you I was informed that the Village of North Bay will be receiving new police vehicles and retiring your older fleet. The City of Opa-locka police fleet of 65 has been reduced to 25 vehicles as a result of budgetary constraints. The City of Opa-locka is in dire need of patrol vehicles; therefore I am requesting at least 2 vehicles from your existing fleet.

Thanking you in advance for your assistance.

Best Regards,

A handwritten signature in cursive script that reads "Eddie Brown".

Eddie Brown
Interim City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLOR SELECTION FOR THE TILE ROOF TO BE INSTALLED AT THE VILLAGE FACILITY AT 1841 GALLEON STREET; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON KREPS)

WHEREAS, the Village solicited proposals, under RFP No. 2017-003, to replace the existing roof tile and flat roof on the building located at 1841 Galleon Street; and

WHEREAS, the Village desires to select a color for the roof tiles to be installed; and

WHEREAS, the Community Enhancement Board was created to advise the Commission on the aesthetics of the Village; and

WHEREAS, the Village Manager provided color selection charts to the Community Enhancement Board at its meeting held on October 19, 2017, seeking a recommendation for a color for the tile roof; and

WHEREAS, the Community Enhancement Board recommended a Chestnut Burnt color (IHBCS3242) as indicated in the attached color chart.

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

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted.

Section 2. Commission Action. The Commission hereby approves the selection of the Chestnut Burnt color tiles for the roof of the Building at 1841 Galleon Street, as recommended by the Community Enhancement Board.

Section 3. Effective Date.

This Resolution shall become effective upon its adoption.

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

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Jose R. Alvarez _____
Commissioner Dr. Douglas Hornsby _____
Commissioner Andreana Jackson _____

PASSED and ADOPTED this 14th day of November 2017

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Color of Tile Roof at 1841 Galleon Street.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

MEMORANDUM
North Bay Village

DATE: November 2, 2017
TO: Yvonne P. Hamilton, CMC
Village Clerk
FROM: Mayor Connie Leon Kreps
SUBJECT: Introduction of Resolution

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE,
FLORIDA, APPROVING A COLOR SELECTION FOR THE TILE ROOF
TO BE INSTALLED AT THE VILLAGE FACILITY AT 1841 GALLEON
STREET; AND SETTING AN EFFECTIVE DATE.**

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

CLK:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

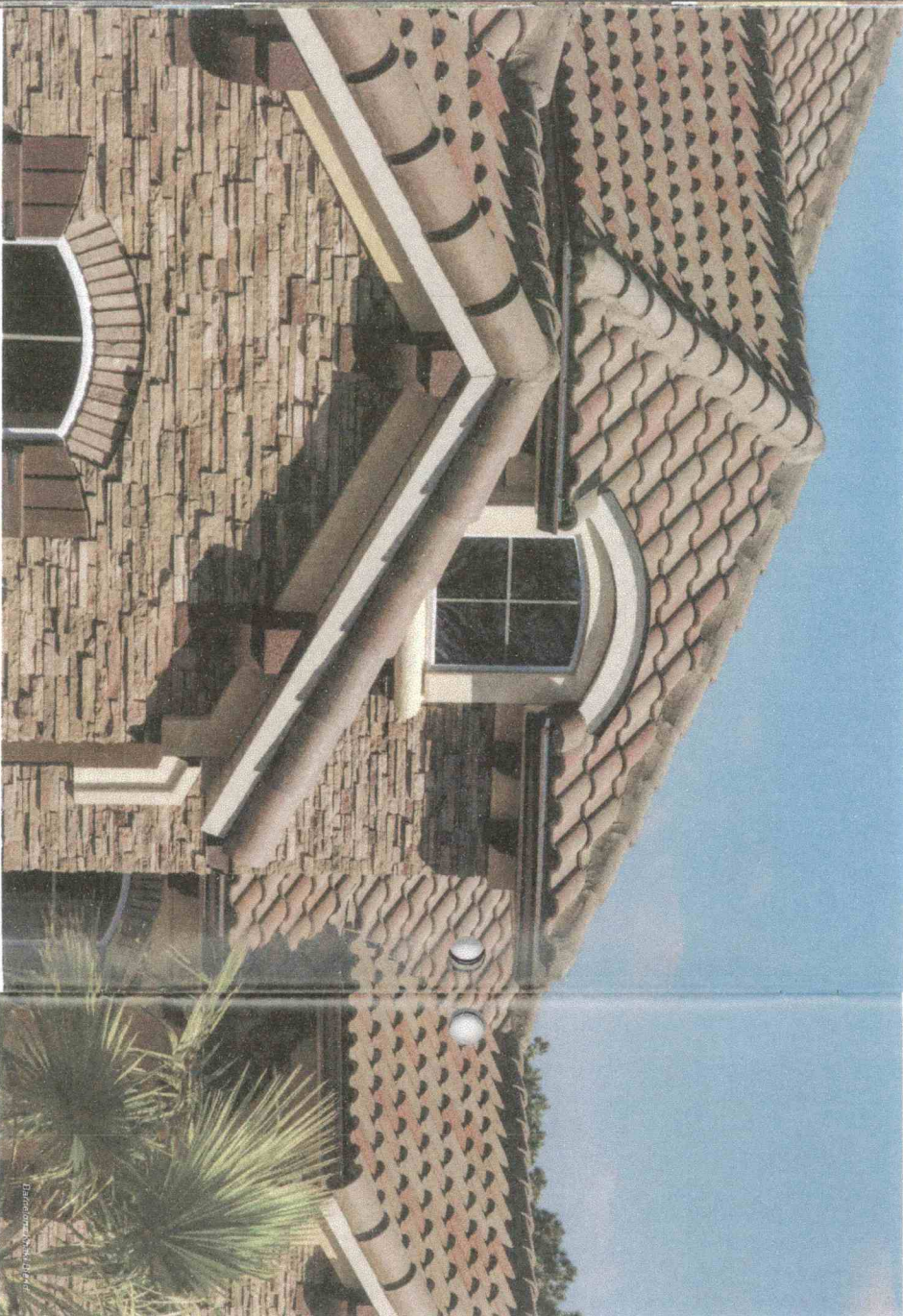
Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

26A



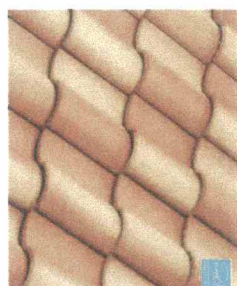
Barcelona 900



STANDARD COLORS

Mission Sunset Copper Coat
1HBC56942

Raspberry Sorbet
1HBC57530

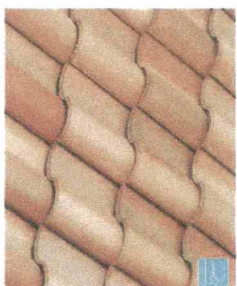


In Stock in Lake Wales; Made to Order in Pompano
CRPC ID: 0342-0035 / Ref: 46 / Enrl: 97 / S/N: 53

Made to Order in Lake Wales and Pompano

Spanish Blend Oak Coat
1HBC56789

Avalon Beach Blend
1HBC56259



In Stock in Lake Wales and Pompano
CRPC ID: 0342-0037 / Ref: 33 / Enrl: 90 / S/N: 36

In Stock in Lake Wales and Pompano

Gold Dust
1HBC57165

Case Grande Blend
1HBC58144



In Stock in Lake Wales and Pompano

In Stock in Lake Wales and Pompano
CRPC ID: 0342-0014 / Ref: 29 / Enrl: 51 / S/N: 23

Barcelona 900

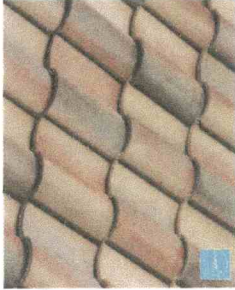
STANDARD COLORS

Burnt Mission Cedar Coat
1HBCS7117



In Stock in Lake Wales; Made to Order in Pompano

Pinto Blend Cedar Coat
1HBCS9089



In Stock in Lake Wales; Made to Order in Pompano
CRIC ID: 0942-0030 / Pal: 27 / Ent: 31 / SR: 28

Paradise Island Tan
1HBCS0094



Made to Order in Lake Wales and Pompano

Irving Blend
1HBCS4255



Made to Order in Lake Wales and Pompano

Khaki Blend
1HBCS0140



In Stock in Lake Wales; Made to Order in Pompano

Chestnut Burnt
1HBCS3242



In Stock in Lake Wales and Pompano

Belleair Beach Blend
1HBCS2298



Made to Order in Lake Wales and Pompano

Florida Blend
1HBCS3903



In Stock in Lake Wales and Pompano

Espresso Blend
1HBCS3290



Made to Order in Lake Wales and Pompano

STANDARD COLORS

Buckskin
1HBCS0141



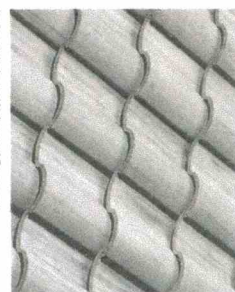
In Stock in Lake Wales; Made to Order in Pompano
CRIC ID: 0942-0009 / Pal: 22 / Ent: 90 / SR: 27

New Southern Blend
1HBCS0100



In Stock in Lake Wales and Pompano

Sterling
1HBCS5759



In Stock in Lake Wales and Pompano



RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING PARQUES REUNIDOS SERVICIOS CENTRALES, S.A., THE OWNER AND OPERATOR OF MIAMI SEAQUARIUM, TO RETIRE LOLITA, THE ENDANGERED ORCA WHALE, FROM HER SMALL TANK AT MIAMI SEAQUARIUM, AND MOVE HER TO A SEA PEN IN THE PACIFIC NORTHWEST AS SOON AS POSSIBLE; AND, DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO ALL COUNTY MAYORS IN THE STATE OF FLORIDA AND TO THE FLORIDA LEAGUE OF CITIES. (INTRODUCED BY VICE MAYOR EDDIE LIM)

WHEREAS, killer whales, also known as orca whales, are traditionally important to the Lummi Nation, a Native American tribe in western Washington state; and

WHEREAS, the orca whale, “Lolita,” was captured from Penn Cove, Puget Sound, Washington on August 8, 1970 and sold to Miami Seaquarium for \$20,000. In 2014, Miami Seaquarium was sold to Palace Entertainment, a subsidiary of Parques Reunidos Servicios Centrales, S.A.; and

WHEREAS, Lolita is now 20 feet in length, weighs 8,000 pounds, and has lived for over four decades in a concrete tank measuring only 80 feet across at its widest point-- just four times her body length—and only 20 feet in depth at its deepest point; and

WHEREAS, during Hurricane Irma, Lolita was exposed to potential hurricane-force winds. If Hurricane Irma had traveled along a forecasted path along the eastern Florida coast, the resulting damage could have led to Lolita’s injury; and

WHEREAS, Parques Reunidos Servicios Centrales, S.A., should work with a group of experienced experts to transport, rehabilitate, and retire Lolita safely to Eastsound, Orcas Island in Washington state for rehabilitation in a sea pen in her natural environment; and

WHEREAS, on August 1, 2017, the Lummi Nation passed the following motion regarding Lolita, also known as *Tokitae*: “The Lummi Nation honors our connection to the killer Whale (*qw’e lh’ ol me chen*) as a culturally significant species and supports the work of the Lummi Nation’s Sovereignty and Treaty Protection Office in its efforts to bring the Killer Whale *Tokitae* home to her family as soon as possible”; and

WHEREAS, the future health, safety, and welfare of the endangered orca Lolita is a matter of great concern to North Bay Village and to all who care about our endangered species and their humane treatment.

NOW, THEREFORE, BE IT DULY RESOLOVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, that Commission hereby urge Parques Reunidos Servicios Centrales, S.A., to retire Lolitat, the endangered orca whale, from her small tank at Miami Seaquarium, and move her to a sea pen in the Pacific Northwest as soon as possible; and direct the Village Clerk to transmit a copy of this Resolution to all county mayors in the State of Florida and to the Florida League of Cities.

Section 1. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____, who moved for its approval on first reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Eddie Lim	_____
Commissioner Jose R. Alvarez	_____
Commissioner Dr. Douglas Hornsby	_____
Commissioner Andreana Jackson	_____

PASSED AND ADOPTED this 14th day of November 2017.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Support for retiring Lolita from the Miami Seaquarium.



North Bay Village
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website:
www.nbvillage.com

MEMORANDUM
North Bay Village

DATE: November 6, 2017
TO: Yvonne P. Hamilton, CMC
Village Clerk
FROM: Vice Mayor Eddie Lim
SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING PARQUES REUNIDOS SERVICIOS CENTRALES, S.A., THE OWNER AND OPERATOR OF MIAMI SEAQUARIUM, TO RETIRE LOLITA, THE ENDANGERED ORCA WHALE, FROM HER SMALL TANK AT MIAMI SEAQUARIUM, AND MOVE HER TO A SEA PEN IN THE PACIFIC NORTHWEST AS SOON AS POSSIBLE; AND, DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO ALL COUNTY MAYORS IN THE STATE OF FLORIDA AND TO THE FLORIDA LEAGUE OF CITIES.

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

EL:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson



NORTH BAY VILLAGE POLICE



RECOMMENDATION MEMORANDUM

1666 John F Kennedy Causeway
Suite #300
North Bay Village, FL 33141

Phone: 305.758.2626
www.NBVillage.com

Carlos E. Noriega
Chief of Police

9D

DATE: October 27, 2017

TO: Mayor Connie Leon Kreps
Vice Mayor Eddie Lim
Commissioner Jose R. Alvarez
Commissioner Dr. Douglas N. Hornsby
Commissioner Andreana Jackson

RECOMMENDED BY: Frank Rollason, Village Manager

PRESENTED BY STAFF: Carlos Noriega, Police Chief

SUBJECT: November 14th, 2017 Commission Meeting Agenda - Request to Acquire a Replacement Marked Police Vehicle.

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution to replace one specially outfitted, marked, police vehicle from Enterprise Fleet Management, under the Sole Source Provision pursuant to Section 36.25(H) of the Village Code and authorize the Village Manager to execute the related agreement.

BACKGROUND:

North Bay Village Police Department vehicle 1703 was damaged as a result of a fire. The insurance adjuster has declared the vehicle a total loss and the vehicle must be scrapped. Vehicle 1703, which was acquired using forfeiture funds, was part of the new fleet program that has improved the operational readiness of the Police Department. The vehicle must be replaced to continue the realization of improved infrastructure, operational cost efficiencies, and enhancement of the response capabilities of the North Bay Village Police Department. This is an officer safety issue that will continue to improve the delivery of services to the community, and enhance public safety.

BUDGETARY IMPACT:

The vehicles will be acquired via a lease agreement with Enterprise (copy attached), with an anticipated monthly charge of \$767 or \$9,204 per (12 month) year, and require an initial Capital Cost Reduction Investment of \$5,642 (in year one only). Leasing will greatly ease the extensive capital investment normally required in the purchase of a specialty police vehicle and makes the cost much more manageable (the estimated cost to purchase is \$43,750). The monthly cost includes a full bumper to bumper factory warranty. The costs of this acquisition and related expenses in FY '18 will be budgeted from the insurance proceeds.

PERSONNEL IMPACT:

None.

CONTACT:

Carlos Noriega, Chief of Police



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: October 31, 2017

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO RECEIVE INSURANCE PROCEEDS; APPROPRIATE FUNDS TO THE STATE AND FEDERAL FORFEITURE ACCOUNTS; EXPEND MONIES FROM THE FEDERAL FORFEITURE ACCOUNT; APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND ENTERPRISE FLEET MANAGEMENT FOR THE LEASE OF ONE MARKED POLICE VEHICLE; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE FOR THIS AGREEMENT; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO RECEIVE INSURANCE PROCEEDS; APPROPRIATE FUNDS TO THE STATE AND FEDERAL FORFEITURE ACCOUNTS; EXPEND MONIES FROM THE FEDERAL FORFEITURE ACCOUNT; APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND ENTERPRISE FLEET MANAGEMENT FOR THE LEASE OF ONE MARKED POLICE VEHICLE; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE FOR THIS AGREEMENT; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, visible and active patrol throughout the Village by the Village Police is essential to the safety and welfare of the citizens of North Bay Village; and

WHEREAS, the Village Police Department has suffered the total loss of a vehicle as a result of fire damage; and

WHEREAS, the existing fleet of vehicles is insufficient to account for the loss of the above stated vehicle; and

WHEREAS, acquisition of a replacement Police Vehicle will allow the Village Police Department to maintain improved operational readiness, especially in the delivery of services to the community; and

WHEREAS, the Village has determined that leasing of police vehicles is the most cost effective method of procuring and maintaining a police vehicle fleet for Village use; and

WHEREAS, the proposed Ford model with specialty equipment is the vehicle which best fits existing Village needs; and

WHEREAS, Enterprise Fleet Management is the only entity offering a leasing program for marked police patrol vehicles; and

WHEREAS, Section 36.25(H) of the North Bay Village Code of Ordinances authorizes the award of a contract without sealed bidding upon a determination by the Village Manager that there is only one source for the required acquisition; and

WHEREAS, in accordance with Section 932.7055, Florida Statutes, the Chief of Police requests that the related funds be appropriated to the State and Federal Forfeiture Accounts and that monies be expended from the Forfeiture Account, as referenced herein, for lease of the police vehicle; and

WHEREAS, the Village will receive insurance proceeds that will be split and deposited into the Federal Forfeiture (59%) Account No. 107-00-369-3690 Reimbursement-Insurance Claims and the State Forfeiture (41%) Account No. 105-00-369-3690 Reimbursement-Insurance Claims; and

WHEREAS, the proposed lease with Enterprise Fleet Management will provide the vehicle for a four-year period beginning upon delivery. Funding for the lease will be appropriated from proceeds drawn on the Federal Forfeiture Account No. 107-21-521-4410.

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

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

Section 2. Approval of Agreement. The Agreement between the Village and Enterprise Fleet Management for the lease of one, Ford, Utility Police Interceptor vehicle at a cost of \$767 per month, and a Capitalized Price Reduction of \$5,642, beginning upon delivery, in substantially the form attached as Exhibit "1," together with such changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved, under the sole source provision, pursuant to Section 36.25(H) of the Village Code.

Section 3. Execution of Agreement. The Village Manager is authorized to execute the Agreement with Enterprise Fleet Management on behalf of the Village, for the lease of a 2018 Ford, Utility Police Interceptor vehicle.

Section 4. Receipt and Transfer of Funds. The Village Manager is authorized to receive the insurance proceeds into the Receivables Account and further authorized to transfer 59% of said proceeds into the Federal Forfeiture Account [No. 107-00-369-3690] and 41% of said proceeds into the State Forfeiture [No. 105-00-369-3690].

Section 5. Expenditure of Funds. The Village Manager is authorized to expend the monies necessary (not to exceed \$13,000 based on an anticipated delivery date of January 2018) from the Federal Forfeiture Account [No. 107-21-521-4410] to fund the acquisition of a 2018, Ford, Utility Police Interceptor via the lease agreement with Enterprise Fleet Management.

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

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

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Jose R. Alvarez _____
Commissioner Dr. Douglas N. Hornsby _____
Commissioner Andreana Jackson _____

PASSED AND ADOPTED this 14th day of November 2017.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Enterprise



Open-End (Equity) Lease Rate Quote

Quote No: 3689977

Prepared For: North Bay Village PD
Rammo, Ray

Date 10/23/2017
AE/AM DWX/DP6

Unit #

Year 2018 **Make** Ford **Model** Police Interceptor Utility

Series Base All-wheel Drive

Vehicle Order Type Ordered **Term** 48 **State** FL **Customer#** 578879

\$ 39,200.85	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>FL</u>
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 350.00	Other: (See Page 2)
\$ 6,500.00 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name
Exterior Color (0 P) Shadow Black
Interior Color (0 I) Charcoal Black w/Unique HD Cloth Front
Lic. Plate Type Government
GVWR 0

\$ 33,050.85	Total Capitalized Amount (Delivered Price)
\$ 627.97	Depreciation Reserve @ <u>1.9000%</u>
\$ 120.35	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 748.32 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
---------	----------------------------

Comp/Coll Deductible 0 / 0

\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

OverMileage Charge \$ 0.0000 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00	Sales Tax <u>7.0000%</u>
---------	--------------------------

State FL

\$ 748.32 Total Monthly Rental Including Additional Services

\$ 2,908.29	Reduced Book Value at <u>48</u> Months
-------------	--

\$ 495.00	Service Charge Due at Lease Termination
-----------	---

Quote based on estimated annual mileage of 15,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE North Bay Village PD

BY	TITLE	DATE
----	-------	------

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Open-End (Equity) Lease Rate Quote

Quote No: 3689977

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
PIUT SOI SUPERVISOR- Quote # 215770	C	\$ 10,534.65
Signage - Estimate 4660	C	\$ 750.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 11,284.65
Aftermarket Equipment Total		\$ 11,284.65

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 150.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 350.00
Other Charges Total		\$ 350.00



Open-End (Equity) Lease Rate Quote

Quote No: 3689977

VEHICLE INFORMATION:

2018 Ford Police Interceptor Utility Base All-wheel Drive - US
Series ID: K8A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 31,189.00	\$ 32,320.00
Total Options	\$ 1,673.00	\$ 1,760.00
Destination Charge	\$ 945.00	\$ 945.00
Total Price	\$ 33,807.00	\$ 35,025.00

SELECTED COLOR:

Exterior: G1 - (0 P) Shadow Black
Interior: 9W - (0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
113WB	113" Wheelbase	STD	STD
17T	Red/White Dome Lamp in Cargo Area	\$ 49.00	\$ 50.00
423	California Emissions System Not Required	NC	NC
44C	Transmission: 6-Speed Automatic	Included	Included
47A	Police Engine Idle Feature	\$ 248.00	\$ 260.00
500A	Order Code 500A	NC	NC
51T	Driver Only LED Spot Lamp (Whelen)	\$ 399.00	\$ 420.00
53M	SYNC Basic (Voice-Activated Communications System)	\$ 280.00	\$ 295.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	\$ 322.00	\$ 340.00
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	Included
593	Perimeter Anti-Theft Alarm	\$ 114.00	\$ 120.00
76R	Reverse Sensing	\$ 261.00	\$ 275.00
99R	Engine: 3.7L V6 Ti-VCT FFV	Included	Included
9W_01	(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	NC	NC
G1_01	(0 P) Shadow Black	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	3.65 Axle Ratio	Included	Included
STDGV	GVWR: 6,300 lbs	Included	Included
STDRD	Radio: MyFord AM/FM/CD/MP3 Capable	Included	Included
STDTR	Tires: P245/55R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
Body Side Cladding: black bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Steering Wheel: steering wheel with manual tilting
Adjustable Pedals: power adjustable pedals
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan, single in-dash CD player
MP3 Player: MP3 decoder
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: aero-composite LED low beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers
Front Windshield Visor Strip: front windshield visor strip
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter

Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Security System: security system
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Leather Upholstery: cloth front seat upholstery
Rear Seat Material: vinyl rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 304-hp, 3.7-liter V-6 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD

Yvonne Hamilton

Attachments:

National Corporation Leasing Agreement - Mini Bus.pdf; Driver and Vehicle Information Database System (DAVID).pdf

Causeway Tower

Frank

Switkes

Send Cat emails from Commissioner

Bell Tower

Ms. Strout, send responsibilities

Upload Resolutions

Labels

Send 17-06 to Julie

Keefe

Children's Trust

Agreement for Mack Truck (National Cooperative Leasing)

Additional National Cooperative (H>>>)



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL
33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: October 10, 2017

TO: Mayor Connie Leon Kreps
Vice-Mayor Eddie Lim
Commissioner Jose R. Alvarez
Commissioner Dr. Douglas N. Hornsby
Commissioner Andreana Jackson

RECOMMENDED BY STAFF: Frank K. Rollason, Village Manager 

PRESENTED BY STAFF: Frank K. Rollason, Village Manager

SUBJECT: BID NO. 2017-002 – Stormwater Outfall Rehabilitation Program

RECOMMENDATION:

It is recommended that the Village Commission adopt the attached Resolution accepting the recommendation of the Village Manager to Award Bid No. 2017-002-Stormwater Outfall Rehabilitation Program to Ric-Man Construction Florida, Inc. for the Total Bid Amount of \$821,400 and further authorizing the Village Manager to enter into a contract with said contractor to perform the services outlined in the Bid Package.

BACKGROUND:

It has been determined through experience and evaluation by the Village's Engineer of Record, Kimley-Horn that the current condition of the Village's Storm Water Outfall System is in need of rehabilitation due to age and condition of the infrastructure; as well as the effects of sea level rise. Therefore, a set of specifications were developed by Kimley-Horn in concert with the Village's Public Works Department to address the immediate needs to enhance the capability and performance of the existing system, as well as to mitigate the effects of sea level rise. Those specifications were put out to bid on the open market under Bid No. 2017-002 from which the Village received seven (7) responses from qualified contractors ranging in price from \$821,400 to \$1,593,800.

The Bid Document states in Section 16.2-AWARD OF CONTRACT that "THE VILLAGE AT ITS SOLE DISCRETION SHALL AWARD THIS CONTRACT BASED ON THE TOTAL BID AMOUNT." Therefore, it has been determined that Ric-Man Construction Florida, Inc. of Deerfield Beach, Florida, is in fact the lowest qualified and responsive bidder and as such is recommended for the Award of Contract by the Village Commission.

BUDGET:

Funding Source:

State of Florida Grant	\$225,000
South Florida Water Management District (SFWMD) Grant	\$150,000
State of Florida Department of Environmental Protection (DEP) Total Maximum Daily Load (TMDL)	\$150,000
Stormwater Fund Balance	<u>\$296,400</u>
	\$821,400
Account No. 440-36-538-6307	\$821,400

PERSONNEL:

This contract will require oversight and reporting to the State of Florida and the South Florida Water Management District Grants Sections, which will require in-house work by Public Works and Finance, as well as consulting work with Kimley-Horn.


CONTACT:

Raymond Rammo, Acting Director of Public Works



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

MEMORANDUM
North Bay Village

DATE: November 2, 2017
TO: Yvonne P. Hamilton, CMC
Village Clerk
FROM: Frank K. Rollason
Village Manager 
SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDING BID NO. 2017-002 FOR THE STORMWATER OUTFALL REHABILITATION PROGRAM TO RIC-MAN CONSTRUCTION FLORIDA, INC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDING BID NO. 2017-002 FOR THE STORMWATER OUTFALL REHABILITATION PROGRAM TO RIC-MAN CONSTRUCTION FLORIDA, INC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village, in accordance with applicable State and local laws, has solicited Bid Proposals from qualified vendors for the Stormwater Outfall Rehabilitation Program; and

WHEREAS, seven companies submitted Bid Proposals: Layne Inliner, Inc., Vacvision Environmental, LLC, Hinterland Group, Inc., Lanzo Trenchless Technologies South, Insituform Technologies, LLC, EnviroWaste Services Group, and Ric-Man Florida, Inc.; and

WHEREAS, the proposals were evaluated by an Evaluation Committee consisting of Ray Rammo, NBV Acting Public Works Director, Bruce Mowry, PhD, P.E., City Engineer, Miami Beach, Gary Ratay, P.E., Project Manager, Kimley-Horn & Associates, Inc., and Tim Smith, NBV Superintendent of Public Works; and

WHEREAS, the Evaluation Committee determined all seven companies to be qualified and responsive; and

WHEREAS, pursuant to Section 16.02 of the Bid Documents, “the Village at its sole discretion shall award this contract based on the total bid amount”; and

WHEREAS, the Village Manager hereby recommends award of Bid No. NBV 2017-002 for the Stormwater Outfall Rehabilitation Program to Ric-Man Construction Florida, Inc., the lowest bidder, at a bid price of \$821,400.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION 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. **Award of Proposal.** Bid No. 2017-002 for the Stormwater Outfall Rehabilitation Program is hereby awarded to Ric-Man Construction Florida, Inc. at a bid price of \$821,400.00.

Section 3. Authorization of Village Officials. The Village Manager is authorized to enter into an agreement with Ric-Man Construction Florida, Inc. for the Stormwater Outfall Rehabilitation Program, as outlined in Bid No. 2017-002 at a lump sum cost of \$821,400.00.

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

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

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Jose Alvarez _____
Commissioner Dr. Douglas Hornsby _____
Commissioner Andreana Jackson _____

PASSED AND ADOPTED this 14th day of November 2017.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Award of Bid No. 2017-002 for Stormwater Outfall Rehabilitation Program to Ric-Man Construction Florida, Inc.-\$821,400.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

September 22, 2017

Frank Rollason
Village Manager 1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

**Reference: Stormwater Outfall Rehabilitation Program
BID NO. NBV 2017-002 Evaluation Committee Meeting**

Dear Mr. Rollason:

On August 11, 2017, bid proposals were received at North Bay Village for the above referenced subject program. The evaluation committee met on August 31, 2017 at 10:00AM to evaluate the bid proposals. The meeting was recorded and the recording was placed in the custody of the Village Clerk. The committee was composed of the following individuals:

1. Mr. Raymond Rammo, P.E., M.S., Acting Director Public Works who served as the evaluation committee chair.
2. Mr. Bruce Mowry, PhD, P.E.; City Engineer, Miami Beach.
3. Mr. Gary Ratay, P.E.; Project Manager, Kimley Horn.
4. Mr. Timothy Smith; Superintendent Public Works.

Seven companies submitted bid proposals for consideration. Layne Inliner, Inc. with a total bid amount of \$1,593,800.00, Vacvision Environmental, LLC with a total bid amount of \$1,575,000.00, Hinterland Group, Inc. with a total bid amount of \$1,290,450.00, Lanzo Trenchless Technologies South with a total bid amount of \$1,241,000.00, Insituform Technologies, LLC with a total bid amount of \$997,150.00, EnviroWaste Services Group, Inc. with a total bid amount of \$874,165.00 and Ric-Man Construction Florida, Inc. with a total bid amount of \$821,400.00.

Based upon Section 16.2 of the bid documents, that allows "THE VILLAGE AT ITS SOLE DISCRETION SHALL AWARD THIS CONTRACT BASED ON THE TOTAL BID AMOUNT," the evaluation committee proceeded to determine if all bidders could be considered qualified and responsive.

Our determination was based upon the following:

1. The bid price for Ric-Man Construction - \$821,400.00 – LOWEST BIDDER.
2. The bid price for EnviroWaste Services Group, Inc. - \$874,165.00.
3. The bid price for Insituform Technologies, LLC - \$997,150.00.
4. The bid price for Lanzo Trenchless Technologies South - \$1,241,000.00.
5. The bid price for Hinterland Group, Inc. - \$1,290,450.00.
6. The bid price for Vacvision Environmental, LLC - \$1,575,000.00.
7. The bid price for Layne Inliner, Inc. - \$1,593,800.00.

Mayor Connie Leon-Kreps	Vice Mayor Eddie Lim	Commissioner Jose R. Alvarez	Commissioner Dr. Douglas N. Hornsby	Commissioner Andreana Jackson
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Bidder: Layne Inliner, Inc.

Evaluator	Award Yes/No	Total Evaluation Points - Max 100	Team Qualifications Max 10	Team Similar Projects Experience Max 10	Team References Max 10	Total Bid Price Max 70
Bruce A. Mowry	N	40	10	10	10	10
Gary Ratay	N	38	10	8	10	10
Timothy Smith	N	40	10	10	10	10
Raymond Rammo	N	40	10	10	10	10
Total Points Awarded	N = 4	158	40	38	40	40

Therefore, out of a total of 400 points available the bidder, Layne Inliner, Inc., achieved a total of 158 points.

Bidder: Vacvision Environmental, LLC

Evaluator	Award Yes/No	Total Evaluation Points - Max 100	Team Qualifications Max 10	Team Similar Projects Experience Max 10	Team References Max 10	Total Bid Price Max 70
Bruce A. Mowry	N	50	10	10	10	20
Gary Ratay	N	48	10	8	10	20
Timothy Smith	N	50	10	10	10	20
Raymond Rammo	N	50	10	10	10	20
Total Points Awarded	N = 4	198	40	38	40	80

Therefore, out of a total of 400 points available the bidder, Vacvision Environmental, LLC, achieved a total of 198 points.

Bidder: Hinterland Group, Inc.

Evaluator	Award Yes/No	Total Evaluation Points - Max 100	Team Qualifications Max 10	Team Similar Projects Experience Max 10	Team References Max 10	Total Bid Price Max 70
Bruce A. Mowry	N	60	10	10	10	30
Gary Ratay	N	60	10	10	10	30
Timothy Smith	N	60	10	10	10	30
Raymond Rammo	N	60	10	10	10	30
Total Points Awarded	N = 4	240	40	40	40	120

Therefore, out of a total of 400 points available the bidder, Hinterland Group, Inc., achieved a total of 240 points.

Bidder: Lanzo Trenchless Technologies						
Evaluator	Award Yes/No	Total Evaluation Points - Max 100	Team Qualifications Max 10	Team Similar Projects Experience Max 10	Team References Max 10	Total Bid Price Max 70
Bruce A. Mowry	N	70	10	10	10	40
Gary Ratay	N	70	10	10	10	40
Timothy Smith	N	70	10	10	10	40
Raymond Rammo	N	70	10	10	10	40
Total Points Awarded	N = 4	280	40	40	40	160

Therefore, out of a total of 400 points available the bidder, Lanzo Trenchless Technologies, achieved a total of 280 points.

Bidder: Insituform Technologies, LLC						
Evaluator	Award Yes/No	Total Evaluation Points - Max 100	Team Qualifications Max 10	Team Similar Projects Experience Max 10	Team References Max 10	Total Bid Price Max 70
Bruce A. Mowry	N	80	10	10	10	50
Gary Ratay	N	78	10	10	8	50
Timothy Smith	N	80	10	10	10	50
Raymond Rammo	N	80	10	10	10	50
Total Points Awarded	N = 4	318	40	40	38	200

Therefore, out of a total of 400 points available the bidder, Insituform Technologies, LLC, achieved a total of 318 points.

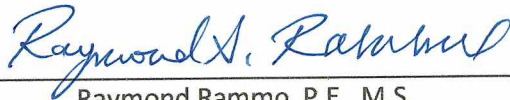
Bidder: EnviroWaste Services Group, Inc.						
Evaluator	Award Yes/No	Total Evaluation Points - Max 100	Team Qualifications Max 10	Team Similar Projects Experience Max 10	Team References Max 10	Total Bid Price Max 70
Bruce A. Mowry	N	90	10	10	10	60
Gary Ratay	N	90	10	10	10	60
Timothy Smith	N	90	10	10	10	60
Raymond Rammo	N	90	10	10	10	60
Total Points Awarded	N = 4	360	40	40	40	240

Therefore, out of a total of 400 points available the bidder, EnviroWaste Services Group, Inc. achieved a total of 360 points.

Bidder: Ric-Man Construction Florida, Inc.						
Evaluator	Award Yes/No	Total Evaluation Points - Max 100	Team Qualifications Max 10	Team Similar Projects Experience Max 10	Team References Max 10	Total Bid Price Max 70
Bruce A. Mowry	Y	100	10	10	10	70
Gary Ratay	Y	100	10	10	10	70
Timothy Smith	Y	100	10	10	10	70
Raymond Rammo	Y	100	10	10	10	70
Total Points Awarded	Y = 4	400	40	40	40	240

Therefore, out of a total of 400 points available the bidder, Ric-Man Construction Florida, Inc. achieved a total of 400 points.

The Technical Review Committee voted unanimously in favor of selecting Ric-Man Construction Florida, Inc., the lowest responsive bidder. The committee recommends it is in the best interest of the Village that the Village Manager awards the contract to Ric-Man Construction Florida, Inc.



Raymond Rammo, P.E., M.S.
Acting Director Public Works, North Bay Village



Recommendation Approved/Denied
Frank Rollason, Village Manager

CC: Ms. Yvonne Hamilton, Village Clerk for North Bay Village
Mr. Bruce Mowry, PhD, P.E.; City Engineer, Miami Beach
Mr. Gary Ratay, P.E.; Project Manager, Kimley Horn
Mr. Timothy Smith; Superintendent Public Works, North Bay Village



NORTH BAY VILLAGE

BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM

EVALUATION SHEET

NAME OF COMPANY: RIC-MAN CONSTRUCTION FLORIDA, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	70
TOTAL POINTS	100	100

COMMENTS:

EVALUATOR: RAYMOND RAMMO



SIGNATURE

DATE: 8/31/2017



North Bay Village
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website:
www.nbvillage.com

NORTH BAY VILLAGE
MEMORANDUM

DATE: August 11, 2017
TO: Frank K. Rollason
Village Manager
FROM: Yvonne P. Hamilton, CMC
Village Clerk

SUBJECT: Bid No. 2017-002 – Stormwater Outfall Rehabilitation Program

Today, August 11, 2017 at approximately 4:02 p.m., Bert Wrains, Finance Director and I conducted the scheduled opening of the responses received for the Stormwater Outfall Rehabilitation Program, Bid No. 2017-002.

Responses were received from the below-listed companies with the documented bid prices:

	Total Bid Price
1. Ric-Man Construction Florida, Inc. 3100 S.W. 15 th Street Deerfield Beach, FL 33442	\$ 821,400.00
2. EnviroWaste Services Group, Inc. 18001 Old Cutler Road, #554 Palmetto Bay, FL 33157	\$ 874,165.00
3. Insituform Technologies, LLC 17988 Edison Avenue Chesterfield, MO 63005	\$ 997,150.00
4. Lanzo Trenchless Technologies 125 S.E. 5 th Court Deerfield Beach, FL 33441	\$1,241,000.00

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

- | | | |
|----|---|----------------|
| 5. | Hinterland Group, Inc.
992 W. 15 th Street
Riviera Beach, FL 33404 | \$1,290,450.00 |
| 6. | Vacvision Environmental, LLC
29 Rushmore Drive
Greenville, SC 29615 | \$1,575,000.00 |
| 7. | Layne Inliner, Inc.
2531 Jewett Lane
Sanford, FL 32771 | \$1,593,800.00 |

The Bid Evaluation Committee is scheduled to meet on August 16, 2017 at 10:00 a.m. to evaluate the proposals.

Representatives of the companies were present during the Bid opening.

/yph

NORTH BAY VILLAGE, FLORIDA



INVITATION TO BID FOR STORMWATER OUTFALL REHABILITATION PROGRAM

BID NO. NBV 2017-002



SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141
ON OR BEFORE AUGUST 11, 2017 4:00 P.M.
NORTH BAY VILLAGE, FLORIDA

**STORMWATER OUTFALL REHABILITATION PROGRAM
NORTH BAY VILLAGE**

CONTRACT DOCUMENTS

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**STORMWATER OUTFALL REHABILITATION PROGRAM
NORTH BAY VILLAGE**

CONTRACT DOCUMENTS

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INVITATION TO BID

**STORMWATER OUTFALL REHABILITATION PROGRAM
NORTH BAY VILLAGE**

BID No. NBV 2017-002

Public Notice is hereby given that North Bay Village, Florida is soliciting bids from experienced and qualified vendors for the furnishing of all materials, labor, equipment and supplies necessary for North Bay Stormwater Outfall Rehabilitation Program, including necessary appurtenances and all in accordance with the project specifications.

The nature and scope of this project is:

Furnish all labor, equipment and materials to repair and rehabilitate North Bay Village's stormwater outfall piping system. The project will include but not be limited to outfall pipe cleaning and lining, point repairs, installation of outfall valves, system grouting, utility testing, maintenance of traffic, roadway restoration, site restoration, updated stormwater outfall system mapping, and all other appurtenances necessary for a complete project. Construction of this project will require close coordination with the Owner and Engineer. Maximum Construction Project Duration is Nine (9) Months.

Sealed Responses clearly labeled with the BID title and number must be received by mail or hand delivered on or before AUGUST 11, 2017, no later than 4:00 p.m. local time, at which time they will be publicly opened. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

All bids must be submitted as a Total Bid Amount with associated Contract Unit Pricing per the Proposal Form. Bid Security in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Instructions to Bidders.

Respondents must submit an original bound package, one unbound copy, five (5) bound additional copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

Copies of this Proposals Document may be obtained at DemandStar by Onvia at www.demandstar.com, at the www.nbvillage.com; at the Village Administrative Offices, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141 from 9:00 A.M. to 4:00 P.M., Monday through Friday, or by emailing yvonne.hamilton@nbvillage.com.

The Village reserves the right at any time to modify, waive or otherwise vary the terms and conditions of this BID including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The Village further reserves the right to reject any or all submittals, to cancel or withdraw this BID at any time or take any other such actions that may be deemed in the best interest of the Village, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

Pursuant to Section 38.18 of the Village Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village's staff and elected officials pertaining to this BID are prohibited.

Yvonne P. Hamilton, CMC
Village Clerk

SCHEDULE OF EVENTS

Below is the current schedule of the events that will take place in the procurement process. The Village reserves the right to make changes or alterations to the schedule as the Village determines is in the best interests of the public. Bidders will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the Village, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Bidder to be disqualified.

Date	Event
July 2, 2017	Advertisement
July 3, 2017	Documents Available for Public Inspection and digital copies
July 21, 2017	10:00 AM, Mandatory Pre-bid meeting at: 1666 Kennedy Causeway, Commission Chambers 1st Floor, North Bay Village, Florida 33141.
July 28, 2017	Last day opportunity for questions by emailing yvonne.hamilton@nbvillage.com , no later than 3:00 PM local time.
August 11, 2017	Bid Documents Submittal due in to Village Clerk Office, no later than 3:00 PM local time.
August 16, 2017	Technical Review Committee Meeting
August 28, 2017	Award Recommendation to Village Clerk and Village Manager
September 12, 2017	Commission Public Meeting to review and confirm Award Recommendation 7:30 pm local time

INSTRUCTIONS TO BIDDERS

STORMWATER OUTFALL REHABILITATION PROGRAM NORTH BAY VILLAGE

Each bidder is encouraged to familiarize themselves with the North Bay Village – Code of Ordinances and Consolidated Land Development Regulations. Below is an excerpt of the procurement requirements and general industry practices as they pertain to the Bond and Insurance requirements for North Bay Village. This is **not a full list** of the North Bay Village requirements.

North Bay Village Municode

Article 36.25 - Procurement requirements.

(B) *Responsibilities of the Village Manager.*

... The Village Manager may delegate responsibility for the administration of this Code as he or she deems necessary.

(D) (7) - *Bonds.*

a) *Construction contracts greater than \$50,000.00.* For construction contracts exceeding \$50,000.00, contractors shall submit the following with the bid documents:

- 1) A bid guarantee equal to five percent of the bid price;
- 2) A performance bond for 100 percent of the contract price; and
- 3) A payment bond for 100 percent of the contract price.

b) *All other contracts.* The Village Manager may require any or all of the three bonds or guarantees listed above. The bid specification shall include the amount and type of bond(s) or guarantees that are required.

Chapter 151 - Buildings

Article 151.12 – Bond

The Village will require a 5% bond of the bid price, to meet requirements of Article 151.12.

Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition)

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the NSPE-ACEC Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the non-refundable sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid).
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- 4.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid, each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.3 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.
- 4.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work, are identified in the Supplementary Conditions, General Requirements or Drawings.
- 4.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 4.6 **Bidder to document as part of their bid any areas of non-compliance with the system specifications. Areas of non-compliance may result in rejection of a bid.**

5. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to Owner in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. BID SECURITY

6.1 Bid Security shall be made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety as specified in the General Conditions.

6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 10 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

7. CONTRACT TIME

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is included in the Agreement.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in the General Conditions which may be supplemented in the General Requirements.

10. SUBCONTRACTORS, ETC.

- 10.1 If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.
- 10.2 In contracts or portions thereof, where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.
- 10.3 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

11. BID FORM

- 11.1 The Bid Form is attached hereto; additional copies may be obtained from Engineer.
- 11.2 Bid Forms must be completed in ink or typed. The Bid price of each item on the form must be stated in numerals. Contractor must bid on all alternates in the bid form.
- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 11.4 Bids by partnerships or joint venture, must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. Documentation supporting the partnership or joint venture may be requested at the discretion of the Village.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 11.7 The address to which communications regarding the Bid are to be directed must be shown.

12. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid.

13. MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable

satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

14. OPENING OF BIDS

Bids will be opened publicly.

- 14.1 Bids are opened publicly, read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

15. BIDS TO REMAIN OPEN

All Bids shall remain open for ninety days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

16. AWARD OF CONTRACT

- 16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated value and the correct value as calculated by the product of the unit price and the estimated quantity will be resolved by using the stated unit price.
- 16.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, alternates, additive/deductive amounts, and unit prices, if requested in the Bid forms. **THE VILLAGE AT ITS SOLE DISCRETION SHALL AWARD THIS CONTRACT BASED ON THE TOTAL BID AMOUNT.** It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form, but award will not be based on alternates and the Owner may accept them in any order or combination.

- 16.3 Owner will consider the qualifications and experience of the Contractor, Subcontractors, and other persons or organizations (including those who are to furnish the principal items of material or equipment) proposed for all portions of the Work. The identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment will also be considered by Owner.
- 16.4 Owner will conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Issues such as past performance, adherence to schedule, and change order requests will be included in this evaluation. The weighing of these factors is at the discretion of the Village.
- 16.5 At the sole discretion of the Owner, the Owner reserves the right to reject the Bid of any Bidder based upon the evaluation noted in Section 16.4 above. References will NOT be limited to those submitted by the Contractor.
- 16.6 If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
- 16.7 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 10 days after the day of the Bid opening.

17. PERFORMANCE AND OTHER BONDS

Paragraph 5.01 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

18. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least six (6) unsigned counterparts of the Agreement and all other Contract Documents. Within ten days thereafter, Contractor shall sign and deliver at least six (6) counter-parts of the Agreement to Owner with all other Contract Documents attached. Within ten days thereafter, Owner will deliver all fully signed counterparts to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties.

19. CONE OF SILENCE

You are hereby advised that this Invitation to Bid is subject to the "Cone of Silence" in accordance with Section 38.18 of North Bay Village Code of Ordinances. From the time of advertising until the Village Manager issues his recommendation, there is a prohibition on communication with the Village's professional staff. This ordinance does not apply to oral communications at pre-submittal conferences, oral presentations before evaluation committees contract discussions made to Village Commission during any duly noticed public meeting, contract negotiations with the staff following the award of a bid by any Village Commission, or communication in writing at any time with any Village employee, official, or member of the Village Commission unless specifically prohibited. A copy of all written communications must be filed with the Village Clerk. A proposer who violates these provisions shall not be considered for this Invitation to Bid.

BID

**STORMWATER OUTFALL REHABILITATION PROGRAM
NORTH BAY VILLAGE**

North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Gentlemen:

The undersigned, as Bidder, hereby declares that the only persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Bid is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Special Conditions, Detailed Specifications, and Form of Contract and Bond, together with the accompanying Plans, and that he has read all addenda issued prior to the opening of Bids; and that he has made a full examination of the location of the propose work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the work generally described as follows:

**STORMWATER OUTFALL REHABILITATION PROGRAM
BID No. NBV 2017-07**

Furnish all labor, equipment and materials to repair and rehabilitate North Bay Village's stormwater outfall piping system. The project will include but not be limited to outfall pipe cleaning and lining, point repairs, installation of outfall valves, system grouting, utility testing, maintenance of traffic, roadway restoration, site restoration, updated stormwater outfall system mapping, and all other appurtenances necessary for a complete project. Construction of this project will require close coordination with the Owner and Engineer. Maximum Construction Project Duration is Nine (9) Months.

It is proposed that the project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices in this Proposal, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this contract based on the Total Bid Amount and in accordance with Section 16 (Award of Contract) in the Instructions to Bidders.

TOTAL BID AMOUNT \$ _____

TOTAL BID AMOUNT (IN WORDS) _____

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. After award, the Village reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Value</u>
1.	Mobilization, Bonds & Insurance	1	LS	_____	_____
2.	Maintenance of Traffic	1	LS	_____	_____
3.	10" Stormwater Outfall Liner	2,100	LF	_____	_____
4.	12" Stormwater Outfall Liner	3,500	LF	_____	_____
5.	15" Stormwater Outfall Liner	1,100	LF	_____	_____
6.	18" Stormwater Outfall Liner	400	LF	_____	_____
7.	10" Stormwater Outfall Valves	12	EA	_____	_____
8.	12" Stormwater Outfall Valves	18	EA	_____	_____
9.	15" Stormwater Outfall Valves	5	EA	_____	_____
10.	18" Stormwater Outfall Valves	2	EA	_____	_____
11.	Stormwater Outfall Point Repair	20	EA	_____	_____
12.	Site Restoration	1	LS	_____	_____
13.	Allowance	1	LS	\$100,000.00	\$100,000.00

TOTAL BID AMOUNT \$ _____

TOTAL BID AMOUNT (IN WORDS) _____

TRENCH SAFETY

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

Failure to complete the above may result in the bid being declared non-responsive.

LOCATION OF PROJECT _____
 DESIGNING ENGINEER _____
 ADDRESS _____
 SCOPE OF WORK _____
 APPROXIMATE VALUE \$ _____

List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work:

- 1) NAME OF SUBCONTRACTOR _____
- 2) NAME OF SUBCONTRACTOR _____
- 3) NAME OF SUBCONTRACTOR _____

NOTE: For additional Subcontractors: Copy this form and attach additional pages as needed.

If awarded the Contract, the undersigned agrees to execute the attached Contract within ten (10) calendar days after the date on which Notice of Award is received and to be substantially complete within 240 calendar days and all work within not more than 270 calendar days after date of receipt of written Notice to Proceed with such extensions of time as are provided for in the General Conditions.

The undersigned understands the contract time starts on date of Notice to Proceed.

There is enclosed a Bid Guarantee consisting of five percent (5%) of Total Bid Amount.

The undersigned furthermore agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after being awarded the contract, the check, bond or other security accompanying his bid and the money payable thereon, shall become the property of the Village, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying his proposal shall be returned to the undersigned.

The undersigned, if awarded the contract, agrees to furnish at time of signing of contract, Performance and Payment Bonds each in the amount of 100% of the contract as set forth in "Instructions to Bidders".

The undersigned states that this proposal is the only proposal for this project in which he is interested.

The undersigned further agrees to bear the full cost of maintaining all work until final acceptance.

SUBMITTED

FIRM NAME

BUSINESS ADDRESS

BUSINESS TELEPHONE

SIGNATURE OF RESPONSIBLE OFFICIAL

TITLE

STATE OF INCORPORATION

FULL NAMES & ADDRESSES OF
PERSONS OR PARTIES INTERESTED
IN THE FOREGOING BID, AS PRINCIPALS:

Addenda No(s) _____ received and attached hereto.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, (hereinafter called the Principal), and _____ (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____ and authorized to do business in the State of Florida, and North Bay Village, and having an Agent resident therein, such Agent and Company acceptable to North Bay Village, are held and firmly bound unto North Bay Village (hereinafter called Owner), in the sum of _____ Dollars (\$ _____), good and lawful money of the United States of America, to be paid upon demand of the said Owner, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a proposal to the said Owner for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all State Workmen's Compensation and Unemployment Compensation Taxes incurred in the performance of the contract, and means of transportation for construction of:

**NORTH BAY VILLAGE
STORMWATER OUTFALL REHABILITATION PROGRAM
BID No. NBV 2017-007**

for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal in the amount of five percent (5%) of the base bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Proposal be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the Owner and execute sufficient and satisfactory Performance and Payment Bonds payable to North Bay Village, Florida, each in an amount of one hundred percent (100%) of the total contract price, as indicated in the Proposal, in form and with security satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said _____, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____, and attested by its _____, under its corporate seal, this ____ day of _____, A.D., 2017.

ATTEST:

BY: _____(Title)
(Principal)

ATTEST:

BY:
(Surety) Attorney-in-Fact

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

(The rest of this page was intentionally left blank)

NOTICE OF INTENT TO AWARD

TO: _____
Contractor

Address

ATT: _____
Name and Title

PROJECT: NORTH BAY VILLAGE
STORMWATER OUTFALL REHABILITATION PROGRAM
BID No. NBV 2017-007

Gentlemen:

This is to advise that you have been awarded the contract for the above referenced project as a result of your bid of: _____

_____ (\$ _____) submitted to North Bay Village (Owner) on _____
_____ (Date).

Six (6) sets of the Project Manual for this project are attached. Each set contains an unexecuted Agreement and the requirement for attaching the Performance and Payment Bonds. Please execute all copies of the Agreement and attach a copy of the Performance and Payment Bonds to each Agreement and return the Project Manuals to our office for final execution by the Owner.

Your attention is invited to the provision whereby your proposal guarantee may be forfeited in the event the Agreement with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner within ten (10) consecutive calendar days from _____
_____ (Date).

Sincerely yours,

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

AGREEMENT (CONTRACT)

BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2017 by and between North Bay Village (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, equipment and materials to repair and rehabilitate North Bay Village's stormwater outfall piping system. The project will include but not be limited to outfall pipe cleaning and lining, point repairs, installation of outfall valves, system grouting, utility testing, maintenance of traffic, roadway restoration, site restoration, updated stormwater outfall system mapping, and all other appurtenances necessary for a complete project. Construction of this project will require close coordination with the Owner and Engineer. Maximum Construction Project Duration is Nine (9) Months.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**NORTH BAY VILLAGE
STORMWATER OUTFALL REHABILITATION PROGRAM
BID No. NBV 2017-007**

Article 2. ENGINEER. The Project has been designed by the following:

ENGINEER

Kimley-Horn and Associates, Inc.
600 N Pine Island Road, Suite 450
Fort Lauderdale, FL 33324

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed within 240 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 270 calendar days after the date when the Contract Time commences to run.
- 3.2 Project Milestones. In accordance with paragraph 2.05 of the General Conditions, the CONTRACTOR is required to provide as part of the Preliminary Schedule the number of days or dates for starting and completing the various stages of work including the following project milestones:
- Completion of all outfall pipe cleaning and preparation work including CCTV as applicable (not to exceed 2 months from Notice to Proceed)
 - Outfall lining and valve installation plan of proposed improvements submitted to the OWNER for review (not to exceed 3 months from Notice to Proceed)
 - Installation of all approved stormwater system improvements and system testing (not to exceed 8 months from Notice to Proceed)
 - Substantial and Final completion within the time specified in paragraph 3.1 above.
- 3.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Five Hundred and 00/100 dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the Work is substantially complete. Liquidated damages shall be deducted from the final CONTRACTOR pay request.

Article 4. CONTRACT TIME.

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Document in current funds as follows:

According to the TOTAL BID AMOUNT contained in the proposal and the Schedule of Values provided for payment request purposes.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or before the 28th day of each month during construction as provided below. The Applications for Payment shall be in AIA format. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.01 of the General Conditions.
- 5.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.
- 5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07.B.1 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.B.1.

Article 6. INTEREST. Not Applicable

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into Procurement Agreement, CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

- 8.1. This Agreement (all pages)
- 8.2. Exhibits and Appendices to this Contract Document/Agreement

- 8.3. Performance and Payment Bonds
- 8.4. Notice of Award
- 8.5. General Conditions (pages 1 to 62, inclusive)
- 8.6. Supplementary Conditions
- 8.7. Specifications bearing the following general title:
North Bay Village
Stormwater Outfall Rehabilitation Program
BID No. NBV 2017-002
- 8.8. Drawings bearing the following general title:
North Bay Village
Stormwater Outfall Rehabilitation Program
BID No. NBV 2017-002
- 8.9. Addenda
- 8.10. CONTRACTOR'S BID
- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.12. Any Modifications, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 9. MISCELLANEOUS

- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed six (6) sets of this Agreement. At least one counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

OWNER

CONTRACTOR

North Bay Village

ADDRESS

ADDRESS

1666 Kennedy Causeway, Suite 300

North Bay Village, FL 33141

BY _____
(CORPORATE SEAL)

BY _____
(CORPORATE SEAL)

ATTEST _____

ATTEST _____

NORTH BAY VILLAGE

PERFORMANCE BOND

**PROJECT TITLE: STORMWATER OUTFALL REHABILITATION PROGRAM
 BID No. NBV 2017-002**

CONTRACTOR:

CONTRACT NO:

CONTRACT DATED:

STATE OF § _____

§ _____

COUNTY OF § _____

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, _____ of the City of _____, County of _____, and State of _____, as Principal, and _____, authorized, licensed and admitted to do business under the laws of the State of Florida to act as Surety on bonds, as Surety, are held and firmly bound unto North Bay Village, as Oblige, in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with Oblige, dated the _____ day of _____, 20____, for the construction of the Public Works Improvements (the "Contract"), which Contract is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions, warranties and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Oblige to be in default under the Contract, Oblige having performed Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a Bid or Bids for completion of the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible Bidder, or, if Oblige elects, upon determination by Oblige and the Surety jointly of the lowest responsive, responsible Bidder, arrange for a Contract between such Bidder and Surety for completion of the Contract in accordance with its terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Oblige to Principal under the Contract and amendments thereto, less the amount paid by Oblige to Principal and less amounts withheld by Oblige pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, successors, executors or administrators of the Oblige.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20__.

Witness: _____

Witness: _____

Principal

Surety

By: _____

By: _____

Name: _____

Name: _____

(Print)

(Print)

Title: _____

Title: _____

Address: _____

Address: _____

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address: _____

Phone: _____

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

DATED on _____, 20_____.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20_____.

Witness: _____

Witness: _____

Principal

Surety

By: _____

By: _____

Name: _____

Name: _____

(Print)

(Print)

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

The name and address of the Resident Agent for service of process Surety is:

Name: _____

Address: _____

Phone: _____

NOTICE TO PROCEED

TO: _____
Contractor

Street Address

City

ATTN: _____
Name and Title

PROJECT: NORTH BAY VILLAGE
STORMWATER OUTFALL REHABILITATION PROGRAM
BID No. NBV 2017-002

Gentlemen:

One executed copy of your contract for the above project has been forwarded to you through the Engineer. The Commencement date is _____, 20___. Completion date shall be _____, 20__.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Engineer in charge of the Work for North Bay Village will be:

Gary R Ratay, P.E.

Kimley-Horn and Associates, Inc.
600 N Pine Island Road, Suite 450
Fort Lauderdale, FL 33324
954-535-5100

Sincerely yours,

Gary R Ratay, P.E.

General Conditions page.....

**STORMWATER OUTFALL REHABILITATION PROGRAM
NORTH BAY VILLAGE**

SUPPLEMENTARY CONDITIONS

1.01 GENERAL:

These Supplementary Conditions amend or supplement the NSPE-ACEC Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect. If there is a conflict between the Contract, General Conditions (EJCDC C-700 (2007 Edition)) and these Supplementary Conditions, the terms of the Supplementary Conditions shall control.

The Contractor shall note physically by cross out or cross reference notations all changes in the General Conditions called for in the Supplementary Conditions before submitting his Bid.

ARTICLE 1 - DEFINITIONS - Page 1

SC-1.01.A

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700 (2007 Edition)) have the meanings assigned to them in the General Conditions, unless otherwise indicated.

Amend paragraph SC-1.01.A.28 by replacing the terminology Notice of Award with Notice of Intent to Award.

Amend paragraph SC-1.01.A.43 by replacing it with the following paragraph:

Subcontractor – An individual or entity having a direct contract with Contractor. Sub-Subcontractor is an individual or entity having a direct contract with any Subcontractor for the performance of a part of Work at the Project.

Amend paragraph SC-1.01.A.29 by replacing it with the following paragraph:

Village – The individual, entity, public body, Village Manager, or authority with whom Contractor has entered into the Contract and for whom the Work is to be performed.

Add SC-1.01.A.52 as the following paragraph:

Promptly – The period of time not exceeding five business days.

ARTICLE 2 - PRELIMINARY MATTERS - Page 6

SC-2.03

Amend paragraph 2.03.A by replacing the number of days from “30” to “90”.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS - Page 14

SC-4.04

Amend paragraph 4.04.B.2 by replacing the last sentence with the following:

If Village or Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, a Claim may be made as provided in paragraph 10.05.

ARTICLE 5 - BONDS AND INSURANCE - Page 16

5.01

Amend paragraph 5.01.A by adding the following language at the end of the paragraph:

Any additional costs shall be borne by the Contractor.

5.04

Add the new paragraphs immediately after paragraph 5.04 of the General Conditions.

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

5.04.A.1 and 5.04.A.2 Workers' Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

1. Comprehensive General Liability:

- (a) Coverage to include Premise/Operations, Broad Form Property Damage, Contractual and Personal Injury, and XCU (where applicable).
2. Limits:
 - (a) General Aggregate \$1,000,000
 - (b) Each Occurrence \$1,000,000
 - (c) Personal Injury \$1,000,000
 3. Coverage is to be written on an "occurrence" basis.
 4. Village's and Contractors Protection:
 - (a) Bodily Injury:
 - Annual Aggregate \$1,000,000
 - Each Occurrence \$1,000,000
 - (b) Property Damage:
 - Annual Aggregate \$1,000,000
 - Each Occurrence \$1,000,000
 5. Worker's Compensation shall be in accordance with the provisions of the laws of the State of Florida.
- 5.04.A.7 Comprehensive Automobile Liability:
 - (a) Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed.
 - (b) Limits:
 - Combined Single Limit \$1,000,000
 - 5.04.B.8 Umbrella:
 - (a) Limits:
 - Aggregate \$1,000,000
 - (b) Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnification under this Contract.
 - 5.04.B.9 North Bay Village, shall be included as a named insured party under the Contractors Liability Insurance. The following paragraph is required to appear unaltered on the Certificate of Insurance.

"North Bay Village, Florida is hereby named Additional Insured under the terms of this policy."

5.04.B.10 A thirty (30) day Notice of Cancellation is required and must be stated on the Certificate of Insurance.

5.04.B.11 The Certificate of Insurance shall be issued to North Bay Village, Florida at the following address:

North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES - INDEMNIFICATION - Page 22

SC-6.01

Add the new paragraphs immediately after paragraph 6.01.B of the General Conditions.

The Contractor shall perform all work in compliance with all applicable safety codes. A competent English speaking superintendent will be on the job at all times during working hours, and will be subject to call during off-duty hours for emergency situations. The superintendent shall have overall charge of the work with complete authority regarding the Contractor's workmen, equipment and material purchases. The superintendent shall have complete authority to act on behalf of the Contractor. This person must be sufficiently qualified and have read and understood the Drawings, Specifications and all Contract Documents.

SC-6.02

Modify paragraph 6.02.B to allow work on Saturday per the following new paragraph added immediately after paragraph 6.02.B of the General Conditions.

The Project sites being located in a single-family residential area, there shall be no undue noise created, whether by workers arriving at the sites or by actual construction work, before 8:00 a.m. or after 4:00 p.m. Monday through Saturday. No work shall be performed on Sunday or legal holidays as defined by the Village. There are no public sanitary facilities nearby the work sites, and the Contractor must therefore make arrangements for portable sanitary facilities as authorized by the Village.

SC-6.06

Amend paragraph 6.06.A by replacing the last sentence of the paragraph with the following sentence:

Contractor shall not be required to employ any Subcontractor, supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection, except as required by 6.06.B and the Instruction to Bidders.

Amend paragraph 6.06.B by adding the words “Instructions to Bidders” before Supplementary Conditions where ever it appears.

Amend paragraph 6.06.B by deleting the following sentence from the paragraph:

Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed.

Amend paragraph 6.06.B by adding the following language at the end of the last sentence of the paragraph:

nor does such acceptance create a contractual relationship between the Village and any subcontractor, supplier, individual or entity.

SC-6.09

Amend paragraph 6.09.C by replacing the first sentence of the paragraph with the following sentence:

Changes in Laws or Regulations which become effective after the time of opening of Bids (or, on the Effective Date of the Contract if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times.

Add the new paragraphs immediately after paragraph 6.09.C. of the General Conditions:

All vehicles used in connection with the Contractor's operations will be required to have identification signs.

SC-6.11

Amend paragraph 6.11.A.2 by adding the following language at the end of the last sentence:

, as set forth on the Resident Complaint Resolution Protocol attached hereto and made a part of the Contract Documents.

Add the new paragraphs immediately after paragraph 6.11.B. of the General Conditions:

Adjacent residents must have access to their driveways at all times. All barricades and warning signs for any traffic lane closures will be provided and maintained by the Contractor. Cost of all barricades and signs shall be the responsibility of the Contractor. Any off-duty officers as may be required in the maintenance of traffic shall be provided by the Contractor at the Contractor's expense.

SC-6.12

Amend paragraph 6.12.A by replacing the first sentence of the paragraph with the following sentence:

Contractor shall maintain in a safe place at the Project one record copy of all Drawings, Project Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, AsBuilts, and written interpretations and clarifications in good order and annotated to show changes made during construction.

SC-6.13

Amend paragraph 6.13.A.3 by replacing it with the following paragraph:

other property at the Project or adjacent thereto, including, but not limited, to trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in course of construction.

SC-6.20

Amend the paragraphs 6.20.A.1 and 6.20.A.2 by replacing them with the following paragraph.

To the fullest extent permitted by Laws and Regulations, the Parties agree that in consideration of the first \$1,000.00 dollars to be paid by Village to Contractor hereunder and other specific consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify, defend and hold harmless the Village and Village Engineer and their consultants, agents, officers and employees, and the elected officials of the Village, from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is implied by Law and Regulations regardless of the negligence of any such party.

Amend paragraphs 6.20.B by replacing it with the following paragraph:

In any and all claims against Village and Village Engineer and their consultants, agents, officers and employees, and the elected officials of the Village by any Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20 shall not be limited in any way, by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employe benefit acts.

ARTICLE 8 - VILLAGE'S RESPONSIBILITIES - Page 36

SC-8.02

Amend paragraph 8.02.A by replacing it with the following paragraph:

In case of termination of the employment of Village Engineer, Village shall appoint an engineer whose status under the Contract Documents shall be that of the former Village Engineer.

ARTICLE 9 - VILLAGE ENGINEER'S STATUS DURING CONSTRUCTION - Page 37

SC-9.03

Amend paragraph 9.03.A by adding the following language at the end of the paragraph:

The Village Engineer will provide a Resident Project Representative for this Project with duties, responsibilities and limitations of authority as outlined in Exhibit "B" attached at the end of these Supplementary Conditions. The Resident Project Representative will not be a full time Representative, but will work such periods of time so as to cover the Project in accordance with Exhibit "B".

SC-9.04

Amend paragraph 9.04.A by deleting the following sentence from the end of the paragraph:

If Village and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefore as provided in paragraph 10.05.

SC-9.07

Amend paragraph 9.07.A by replacing the word "decision" in the second sentence with the word "recommendation" and adding the words "recommendation will be submitted to the Village Manager whose" into the third sentence between the words "written" and "decision".

SC-9.08

Amend paragraph 9.08.D by replacing the word “decision” with “recommendation” in the second paragraph and deleting the words “Village or” from the last sentence.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS - Page 40

SC-10.01

Amend paragraph 10.01.A by replacing the first sentence of the paragraph with the following sentence:

Without invalidating the Contract and without notice to any Surety, Village may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, a Work Change Directive, or a Field Directive.

Amend paragraph 10.05.D by adding the following sentence at the end of the paragraph:

Adherence to the terms of paragraph 10.05 is a condition precedent to bringing any further action in litigation.

SC-10.05

Amend paragraph 10.05.A by replacing it with the following paragraph:

B. Village Manager’s Decision: Village Engineer will render a formal recommendation to the Village Manager for a binding decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. Village Managers decision on such Claim, dispute, or other matter will be final and binding upon Village and Contractor:

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCE; UNIT PRICE WORK - Page 42

SC-11.01

Amend paragraph 11.01.A.1 by deleting the word Saturday from the last sentence of the paragraph.

Delete paragraph 11.01.A.4 in its entirety.

SC-11.03.C

Amend paragraph 11.03.C by replacing it with the following paragraph:

C. A Claim may be made for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES –
Page 46

SC-12.01.C

Amend paragraph 12.01.C.2.a. by replacing the entire sentence with the following sentence:

for costs incurred under paragraph 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 10 percent;

SC-12.01.C

Modify paragraph 12.01.C.2.c. to change the fee as follows in the first sentence:

Will be paid a fee of 10 percent of the costs incurred by such Subcontractor under paragraph 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

SC-12.03

Amend paragraph 12.03 by replacing the entire paragraph with the following paragraph:

Contractor will not be entitled to any adjustment in the Contract Price for delays extended general conditions, extended overhead, loss of productivity, acceleration or any damages or other compensation whatsoever in the event of any delays in the progress of the Work on account of hindrances or delays from any cause whatsoever. Such causes of delay include but are not limited to differing site conditions, difficulty in acquiring building permits, limited access to the Project, failure to approve plans and shop drawings on time, delays caused by governmental action, inaction or regulation, subsurface conditions, material shortages or delay in delivery of materials. It is the specific intent hereunder that



NORTH BAY VILLAGE

BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM

EVALUATION SHEET

NAME OF COMPANY: ENVIROWASTE SERVICES GROUP, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	60
TOTAL POINTS	100	90

COMMENTS:

EVALUATOR: RAYMOND RAMMO

DATE: 8/31/2017

 Raymond Rammo
SIGNATURE



NORTH BAY VILLAGE

BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM

EVALUATION SHEET

NAME OF COMPANY: INSITUFORM

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	50
TOTAL POINTS	100	80

COMMENTS:

EVALUATOR: RAYMOND RAMMO

DATE: 8/31/2017


SIGNATURE



NORTH BAY VILLAGE

**BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM**

EVALUATION SHEET

NAME OF COMPANY: LANZO TRENCHLESS TECHNOLOGIES

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	40
TOTAL POINTS	100	70

COMMENTS:

EVALUATOR: RAYMOND RAMMO

DATE: 8/31/2017



SIGNATURE



NORTH BAY VILLAGE

BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM

EVALUATION SHEET

NAME OF COMPANY: HINTERLAND GROUP, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	30
TOTAL POINTS	100	60

COMMENTS:

EVALUATOR: RAYMOND RAMMO

DATE: 8/31/2017


SIGNATURE



NORTH BAY VILLAGE

**BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM**

EVALUATION SHEET

NAME OF COMPANY: VACVISION ENVIRONMENTAL, LLC

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	20
TOTAL POINTS	100	50

COMMENTS:

EVALUATOR: RAYMOND RAMMO

DATE: 8/31/2017



SIGNATURE



NORTH BAY VILLAGE

BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM

EVALUATION SHEET

NAME OF COMPANY: LAYNE INLINER, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	10
TOTAL POINTS	100	40

COMMENTS:

EVALUATOR: RAYMOND RAMMO

DATE: 8/31/2017



SIGNATURE



NORTH BAY VILLAGE

BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM

EVALUATION SHEET

NAME OF COMPANY: RIC-MAN CONSTRUCTION FLORIDA, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	70
TOTAL POINTS	100	100

COMMENTS:

EVALUATOR: BRUCE MOWRY

DATE: 8-31-17

Bruce Mowry
SIGNATURE



NORTH BAY VILLAGE

BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM

EVALUATION SHEET

NAME OF COMPANY: ENVIROWASTE SERVICES GROUP, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	60
TOTAL POINTS	100	90

COMMENTS:

EVALUATOR: BRUCE MOWRY

DATE: 8-31-17

 Bruce Mowry
SIGNATURE



NORTH BAY VILLAGE

**BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM**

EVALUATION SHEET

NAME OF COMPANY: INSITUFORM

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	50
TOTAL POINTS	100	80

COMMENTS:

EVALUATOR: BRUCE MOWRY

DATE: 8-31-17

Bruce Mowry

 SIGNATURE



NORTH BAY VILLAGE

BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM

EVALUATION SHEET

NAME OF COMPANY: LANZO TRENCHLESS TECHNOLOGIES

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	40
TOTAL POINTS	100	70

COMMENTS:

EVALUATOR: BRUCE MOWRY

DATE: 8-31-17

Bruce Mowry
SIGNATURE



NORTH BAY VILLAGE

**Bid No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM**

EVALUATION SHEET

NAME OF COMPANY: HINTERLAND GROUP, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	30
TOTAL POINTS	100	60

COMMENTS:

EVALUATOR: BRUCE MOWRY

DATE: 8-30-17



 SIGNATURE



NORTH BAY VILLAGE

**BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM**

EVALUATION SHEET

NAME OF COMPANY: VACVISION ENVIRONMENTAL, LLC

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	20
TOTAL POINTS	100	50

COMMENTS:

EVALUATOR: BRUCE MOWRY

DATE: 8-31-17

Bruce Mowry
SIGNATURE



NORTH BAY VILLAGE

BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM

EVALUATION SHEET

NAME OF COMPANY: LAYNE INLINER, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	10
TOTAL POINTS	100	40

COMMENTS:

EVALUATOR: BRUCE MOWRY

DATE: 8-31-17

Bruce Mowry
SIGNATURE



NORTH BAY VILLAGE

BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM

EVALUATION SHEET

NAME OF COMPANY: RIC-MAN CONSTRUCTION FLORIDA, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	70
TOTAL POINTS	100	100

COMMENTS:

EVALUATOR: GARY RATAY

DATE: 8/31/17

Gary R. Ratay
SIGNATURE



NORTH BAY VILLAGE

BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM

EVALUATION SHEET

NAME OF COMPANY: ENVIROWASTE SERVICES GROUP, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	60
TOTAL POINTS	100	90

COMMENTS:

EVALUATOR: GARY RATAY

DATE: 8/31/17

Gary R. Ratay
SIGNATURE



NORTH BAY VILLAGE

BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM

EVALUATION SHEET

NAME OF COMPANY: INSITUFORM

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	8
4. TOTAL BID PRICE	70	50
TOTAL POINTS	100	78

COMMENTS:

EVALUATOR: GARY RATAY

DATE: 8/31/17


SIGNATURE



NORTH BAY VILLAGE

BID No. NBV 2017-002

STORMWATER OUTFALL REHABILITATION PROGRAM

EVALUATION SHEET

NAME OF COMPANY: LANZO TRENCHLESS TECHNOLOGIES

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	40
TOTAL POINTS	100	70

COMMENTS:

EVALUATOR: GARY RATAY

DATE: 8/31/17

Gary R. Ratay
SIGNATURE



NORTH BAY VILLAGE
BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM
EVALUATION SHEET

NAME OF COMPANY: HINTERLAND GROUP, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	30
TOTAL POINTS	100	60

COMMENTS:

EVALUATOR: GARY RATAY
Gary R. Rata
SIGNATURE

DATE: 8/31/17



NORTH BAY VILLAGE

BID No. NBV 2017-002

STORMWATER OUTFALL REHABILITATION PROGRAM

EVALUATION SHEET

NAME OF COMPANY: VACVISION ENVIRONMENTAL, LLC

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	8
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	20
TOTAL POINTS	100	48

COMMENTS:

EVALUATOR: RAYMOND RAMMO

DATE: 8/31/17

Ray R Rammo
SIGNATURE



NORTH BAY VILLAGE

BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM

EVALUATION SHEET

NAME OF COMPANY: LAYNE INLINER, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	8
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	10
TOTAL POINTS	100	38

COMMENTS:

EVALUATOR: GARY RATAY

DATE: 8/31/17

Gary R. Ratay
SIGNATURE



NORTH BAY VILLAGE

BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM

EVALUATION SHEET

NAME OF COMPANY: INSITUFORM

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	50
TOTAL POINTS	100	80

COMMENTS:

EVALUATOR: TIMOTHY SMITH

DATE: 8/31/17


SIGNATURE



NORTH BAY VILLAGE

**BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM**

EVALUATION SHEET

NAME OF COMPANY: LANZO TRENCHLESS TECHNOLOGIES

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	40
TOTAL POINTS	100	70 70

COMMENTS:

EVALUATOR: TIMOTHY SMITH

DATE: 8/31/17



 SIGNATURE



NORTH BAY VILLAGE

**Bid No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM**

EVALUATION SHEET

NAME OF COMPANY: HINTERLAND GROUP, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	30
TOTAL POINTS	100	60

COMMENTS:

EVALUATOR: TIMOTHY SMITH

DATE: 8/31/17

Timothy Smith

 SIGNATURE



NORTH BAY VILLAGE

BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM

EVALUATION SHEET

NAME OF COMPANY: VACVISION ENVIRONMENTAL, LLC

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	20
TOTAL POINTS	100	40/50

COMMENTS:

EVALUATOR: TIMOTHY SMITH

DATE: 8/31/17

Timothy Smith
SIGNATURE



NORTH BAY VILLAGE

**BID No. NBV 2017-002
STORMWATER OUTFALL REHABILITATION PROGRAM**

EVALUATION SHEET

NAME OF COMPANY: LAYNE INLINER, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	10
TOTAL POINTS	100	40

COMMENTS:

EVALUATOR: TIMOTHY SMITH

DATE: 8/31/17


SIGNATURE



North Bay Village

Frank K. Rollason, Village Manager
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

October 18, 2017

Mr. John Tucker
Business Development Manager
Insituform
17988 Edison Avenue
Chesterfield, MO 63005

RE: ITB-STORMWATER OUTFALL REHABILITATION PROGRAM BID NO. 2017-002-LETTER OF CONCERN

Dear Mr. Tucker,

In response to your above referenced letter of August 14, 2017 (copy enclosed), I have explored the concerns you have expressed. As a result of my research, I am satisfied that Ric-Man Construction Florida, Inc. is capable to perform the specified scope of work and will be recommending them for the Award at the November 14, 2017 Commission Meeting.

Sincerely,

Frank K. Rollason
Village Manager

C: Robert Switkes, Village Attorney
Raymond Rammo, Act. Director, Public Works

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Douglas N. Hornsby, M.D.

Commissioner
Andreana Jackson



Insituform[®]
an AEGION company

17988 Edison Avenue
Chesterfield, MO 63005
www.insituform.com

John Tucker
Business Development Manager

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

Phone: (407) 988-5582
Fax: (813) 627-0006
Email: jtucker@aegion.com

Via E-mail (yvonne.hamilton@nbvillage.com)

August 14, 2017

Ms. Yvonne Hamilton
Village Clerk
North Bay Village Administrative Offices
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Re: ITB-Stormwater Outfall Rehabilitation Program Bid No.2017-002 – Letter of Concern

Ms. Hamilton,

Please accept this letter from Insituform Technologies, LLC ("Insituform") regarding the recent Stormwater Outfall bid submission for the project listed above. After reviewing the qualifications of Ric-Man Construction of Florida, Inc. ("Ric-Man") and Envirowaste Services Group, Inc. ("Envirowaste"), we are concerned that they do not comply with several components of the minimum experience requirements, as outlined in the Cured-in-Place Pipe Liner specification of the project documents. These criteria are listed below, along with additional information/comments.

Section 02140 CURED-IN-PLACE PIPE LINER, PART 1 GENERAL, 1.02 Pre-Bid Submittals:

Section A. Submit with Bid Documents - *"Written certification from the manufacturer that the Contractor, as a firm, is an approved applicator of the proposed lining system, with a minimum of 5 years' experience with the proposed product submitted for rehabilitation."*

Further, in Addendum #2, it was confirmed that the Experience requirements for the 5 year minimum with the proposed product submitted (Section 1.02, Part A, #1 page 210-211) must adhere to the following:

"The intent is to have the prime contractor have the lining experience, not a subcontractor."

Based on Ric-Man Construction's recent bid submittals and bidding history in Florida, we have concerns that their firm doesn't meet the requirements outlined above and should be evaluated thoroughly, to include completed projects by their bidding entity, that are 5 years old and were constructed utilizing the proposed Cured-in-Place (CIPP) liner product.

Additionally, based on Envirowaste's recent bid history, as well as the work scopes Envirowaste has directly self-performed/subcontracted over the past 5 years, we have concerns their firm does not have the experience to meet these minimum requirements. Envirowaste historically has subcontracted their CIPP lining services, and has minimal (if any) self-performed CIPP installation experience as a firm.

The experience requirements listed above are minimum requirements listed to insure that only qualified bidders are able to bid on and perform CIPP rehabilitation in the City of North Bay Village. Underqualified contractors can have a significant negative impact on projects involving cured-in-place lining – a highly specialized sector of trenchless construction.

In closing, we are kindly requesting that the appropriate parties involved review the bid submissions and proven, documented experience of both Ric-Man and Envirowaste closely as it relates to these minimum experience requirements. Should their submission not meet all of the required criteria listed in the aforementioned sections of the specifications, we ask that their bid be rejected due to non-compliance with the contract documents.

We greatly appreciate your prompt attention to this matter and welcome the opportunity to discuss this information further, should that be necessary.

Very truly yours,

Insituform Technologies, LLC.

John Tucker

John Tucker
Business Development Manager



cc: Frank Kendrix, Project Manager
Andrew Costa, Area Manager of Business Development
Kendall Welsh, Area Manager of Operations



354 Eisenhower Parkway
Livingston, NJ 07039
804.451.3667

October 9, 2017

To Whom it may concern:

This letter is to certify that FerraTex utilizes Applied felts liner for its customers. Applied felts has over 90 million feet of liner installed. The same liner material is used for both sanitary sewers as well as Storm sewers. Please see enclosed letter

If you have any other questions, please do not hesitate to contact me at 973-651-1343

Sincerely,

A handwritten signature in black ink, appearing to read 'Gerhard Rodenberger', with a long horizontal flourish extending to the right.

Gerhardt Rodenberger



Applied Felts, Inc. 450 College Drive, Martinsville, Virginia 24112
Telephone (276) 656-1904 Fax: (276) 656-1909
office@appliedfelts.com

February 20, 2017

To Whom It May Concern:

This letter certifies that Applied Felts manufactured tubes meet the material requirements of ASTM F1216-16 (paragraph 5.1) and ASTM F 1743-08(section 6) as well as meet the minimum strength requirements of ASTM-D5813-04 (paragraph 6.1). All our materials and finished products are tested to ensure suitability to the application. Each liner is typically tested in 28 different ways and traceable test data is available for any particular liner.

Applied Felts has provided polymer coated felt tubes for use in Cured In Place Pipe (CIPP) lining for more than fifteen years, and supplied materials for the CIPP industry for more than twenty years. Over 90 million feet of our liner has been successfully installed in North America. Our liners are assembled in Martinsville, VA, using only components made in the USA.

We have produced more than one million feet of liner for installation in Florida alone. Please do not hesitate to contact us with any questions.

Applied Felts is a registered ISO 9001:2008 company.

Sincerely,



W. Mark Sanders
General Manager



FERRATEX™
Services & Rentals

354 Eisenhower Parkway
Livingston, NJ 07039
888-4-FERRATEX
www.FerraTex.com

January 1, 2017

To: Whom It May Concern

RE: Ric-Man Construction Florida, Inc – CERTIFIED CIPP INSTALLER

Dear Sir or Madam,

I am writing this letter on behalf of FerraTex a manufacture of Cured-in-place pipe systems. Cured-in-place pipe (CIPP) liner used in the rehabilitation of sewer systems worldwide.

As a material supplier for the CIPP industry, we trust our product to certified installers such as Ric-Man Construction Florida, Inc. and are proud to call them a customer.

If you should have any additional questions, please do not hesitate to contact me at your convenience. I am available at (804) 451.3667 or via email at grodenberger@ferratex.com .

Best regards,

Gerhardt Rodenberger
General Manager, FerraTex

DISCLAIMER OF WARRANTY: AS INSTALLATION CONDITIONS (INCLUDING, AMONG OTHERS, PIPE TYPE & CONDITION, GROUNDWATER DEPTH & TEMPERATURE, DEPTH OF COVER & SOIL TYPE, LIVE LOADS, SITE ACCESS AND WEATHER) AND INSTALLER EXPERIENCE, TECHNIQUES AND TYPE OF EQUIPMENT VARY GREATLY, FERRATEX EXCLUDES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS SOLD HEREUNDER AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR USE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS. FERRATEX HAS NOT PROVIDED ANY DESIGN SPECIFICATIONS OR COMPUTATIONS, AND ACCORDINGLY, FERRATEX DOES NOT WARRANT THE DESIGN.

Professional Cured-In-Place Wet Out Services.
Built on 25 Years Experience!



354 Eisenhower Parkway
Livingston, NJ 07039
804.451.3667

FerraTex Resume:

The Premier Provider of Wet-Out Services and CIPP Liners

Founded in 2013 with roots in the iconic Spiniello Companies, FerraTex Services has become one of the most trusted names in trenchless pipe lining, pipe rehabilitation, sewer repair and water main repair.

With five strategically located facilities across the U.S. and a fleet of temperature controlled tractor trailers and trucks, FerraTex can deliver wet-out services and Cured-in-Place Pipe (CIPP) liners anywhere across the Americas, including Canada and Mexico. Our dedicated drivers, representatives and senior leaders are committed to providing the highest level of support to complement our reputation for premium quality tubes and liners.

FerraTex carries multiple equipment sizes to support our on-site wet-out services for over the hole projects. Bringing decades of experience in sewer and pipeline rehabilitation, we are your go-to source for on-site and remote wet-out and Cured-in-Place specialists.

Our History

FerraTex Services is a leading provider of wet-out services and Cured-in-Place Pipe (CIPP), CIPP liners, CIPP tubes and CIPP equipment. With facilities in New Jersey, Virginia, Florida, Tennessee and Nevada, we are able to provide wet-out and CIPP solutions anywhere in the U.S., Canada and Mexico.

Though founded in 2013, FerraTex represents the latest chapter in the story of Spiniello Companies. Spiniello was founded in 1922, and quickly became a leader in utility and heavy construction across the Northeastern United States. Today, FerraTex is the premier provider of tried and true products that have met the needs of even the most demanding trenchless pipe lining and pipe rehabilitation projects, carrying on the Spiniello tradition of legendary customer service and industry leadership.

FerraTex products — We have manufactured and shipped over 2 Million LF of liner both dry and resin-impregnated (wet-out) and have been surpassing expectations for 30 years. Our support team has actually worked in the field, thus possessing a true understanding of the challenges that contractors and installation professionals face. We know how to make your job easier, and will do everything in our power to ensure your project is completed smoothly and efficiently.

Our liners can be manufactured to any dimension specified and fabricated to virtually any size and thickness while meeting ASTM F1216 standards.

Professional Cured-In-Place Wet Out Services.
Built on 25 Years Experience!

ORIGINAL

BID

**STORMWATER OUTFALL REHABILITATION PROGRAM
NORTH BAY VILLAGE**

North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Gentlemen: **Ric-Man Construction Florida, Inc.**

The undersigned, as Bidder, hereby declares that the only persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Bid is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Special Conditions, Detailed Specifications, and Form of Contract and Bond, together with the accompanying Plans, and that he has read all addenda issued prior to the opening of Bids; and that he has made a full examination of the location of the propose work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the work generally described as follows:

**STORMWATER OUTFALL REHABILITATION PROGRAM
BID No. NBV 2017-07**

Furnish all labor, equipment and materials to repair and rehabilitate North Bay Village's stormwater outfall piping system. The project will include but not be limited to outfall pipe cleaning and lining, point repairs, installation of outfall valves, system grouting, utility testing, maintenance of traffic, roadway restoration, site restoration, updated stormwater outfall system mapping, and all other appurtenances necessary for a complete project. Construction of this project will require close coordination with the Owner and Engineer. Maximum Construction Project Duration is Nine (9) Months.

It is proposed that the project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices in this Proposal, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this contract based on the Total Bid Amount and in accordance with Section 16 (Award of Contract) in the Instructions to Bidders.

TOTAL BID AMOUNT \$ 821,400.00
TOTAL BID AMOUNT (IN WORDS) Eight Hundred Twenty One Thousand Four
Hundred Dollars and No Cents-----

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. After award, the Village reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Value</u>
1.	Mobilization, Bonds & Insurance	1	LS	<u>18,000.00</u>	<u>18,000.00</u>
2.	Maintenance of Traffic	1	LS	<u>4,800.00</u>	<u>4,800.00</u>
3.	10" Stormwater Outfall Liner	2,100	LF	<u>57.00</u>	<u>119,700.00</u>
4.	12" Stormwater Outfall Liner	3,500	LF	<u>62.00</u>	<u>217,000.00</u>
5.	15" Stormwater Outfall Liner	1,100	LF	<u>65.00</u>	<u>71,500.00</u>
6.	18" Stormwater Outfall Liner	400	LF	<u>82.00</u>	<u>32,800.00</u>
7.	10" Stormwater Outfall Valves	12	EA	<u>3,900.00</u>	<u>46,800.00</u>
8.	12" Stormwater Outfall Valves	18	EA	<u>5,000.00</u>	<u>90,000.00</u>
9.	15" Stormwater Outfall Valves	5	EA	<u>7,300.00</u>	<u>36,500.00</u>
10.	18" Stormwater Outfall Valves	2	EA	<u>7,900.00</u>	<u>15,800.00</u>
11.	Stormwater Outfall Point Repair	20	EA	<u>3,000.00</u>	<u>60,000.00</u>
12.	Site Restoration	1	LS	<u>8,500.00</u>	<u>8,500.00</u>
13.	Allowance	1	LS	<u>\$100,000.00</u>	<u>\$100,000.00</u>

TOTAL BID AMOUNT \$ 821,400.00
TOTAL BID AMOUNT (IN WORDS) Eight Hundred Twenty One Thousand Four
Hundred Dollars and No Cents-----

TRENCH SAFETY

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A. <u>Confined Space</u>	<u>LS</u>	<u>1</u>	<u>2,000.00</u>	<u>2,000.00</u>
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

Failure to complete the above may result in the bid being declared non-responsive.

QUALIFICATION REQUIREMENTS

Only those Bidders and Subcontractor(s) who are qualified will be considered as bona fide bidders. As Bidder, we certify to have constructed at least three (3) similar projects in the last five (5) year period as indicated by the following:

- 1) NAME OF PROJECT Please See Attached Resume
 YEAR OF PROJECT _____
 OWNER OF PROJECT _____
 OWNER TELEPHONE NO. _____
 LOCATION OF PROJECT _____
 DESIGNING ENGINEER _____
 ADDRESS _____
 SCOPE OF WORK _____
 APPROXIMATE VALUE \$ _____

- 2) NAME OF PROJECT _____
 YEAR OF PROJECT _____
 OWNER OF PROJECT _____
 OWNER TELEPHONE NO. _____
 LOCATION OF PROJECT _____
 DESIGNING ENGINEER _____
 ADDRESS _____
 SCOPE OF WORK _____
 APPROXIMATE VALUE \$ _____

- 3) NAME OF PROJECT _____
 YEAR OF PROJECT _____
 OWNER OF PROJECT _____
 OWNER TELEPHONE NO. _____

LOCATION OF PROJECT Please See attached resume
DESIGNING ENGINEER _____
ADDRESS _____
SCOPE OF WORK _____
APPROXIMATE VALUE \$ _____

List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work:

- 1) NAME OF SUBCONTRACTOR Bon's Barricades Traffic Control
- 2) NAME OF SUBCONTRACTOR _____
- 3) NAME OF SUBCONTRACTOR _____

NOTE: For additional Subcontractors: Copy this form and attach additional pages as needed.

If awarded the Contract, the undersigned agrees to execute the attached Contract within ten (10) calendar days after the date on which Notice of Award is received and to be substantially complete within 240 calendar days and all work within not more than 270 calendar days after date of receipt of written Notice to Proceed with such extensions of time as are provided for in the General Conditions.

The undersigned understands the contract time starts on date of Notice to Proceed.

There is enclosed a Bid Guarantee consisting of five percent (5%) of Total Bid Amount.


The undersigned furthermore agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after being awarded the contract, the check, bond or other security accompanying his bid and the money payable thereon, shall become the property of the Village, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying his proposal shall be returned to the undersigned.

The undersigned, if awarded the contract, agrees to furnish at time of signing of contract, Performance and Payment Bonds each in the amount of 100% of the contract as set forth in "Instructions to Bidders".

The undersigned states that this proposal is the only proposal for this project in which he is interested.

The undersigned further agrees to bear the full cost of maintaining all work until final acceptance.

SUBMITTED
FIRM NAME
BUSINESS ADDRESS
BUSINESS TELEPHONE
SIGNATURE OF RESPONSIBLE OFFICIAL
TITLE
STATE OF INCORPORATION

Ric-Man Construction Florida, Inc.
3100 sw 15th Street
Deerfield beach, Florida 33442
954-476-1221

Vice President
Florida

FULL NAMES & ADDRESSES OF
PERSONS OR PARTIES INTERESTED
IN THE FOREGOING BID, AS PRINCIPALS:

John D'Alessandro Vice President

3100 SW 15th Street Deerfiled Beach, Florida 33442

Addenda No(s) 1 & 2 received and attached hereto.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

**Addendum 1
Issued on July 20, 2017**

**INVITATION TO BID
FOR
STORMWATER OUTFALL REHABILITATION PROGRAM**

BID NO. NBV 2017-002

Issued by: North Bay Village

Notice to all Bidders:

1. The Pre-bid Meeting date for this Bid has been changed to Thursday, July 27, 2017 at 10:00 a.m.
2. Attendance at the Pre-bid Meeting is **not mandatory**.
3. The last day the Village will accept questions, regarding this Bid, is Tuesday, August 1, 2017 until 5:00 p.m.
4. The attached Stormwater Outfall Rehabilitation Project plans have been made a part of the Bid Package for this Bid.

Recipient Signature: _____

Print Name: _____

Company: _____

Date: _____

PROOF OF RECEIPT

John D'Alessandro

Ric-Man Construction Florida, Inc.

August 7, 2017

SUBMIT WITH BID RESPONSE



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

Addendum 2
Issued on August 7, 2017

INVITATION TO BID
FOR
STORMWATER OUTFALL REHABILITATION PROGRAM

BID NO. NBV 2017-002

Issued by: North Bay Village

Notice to all Bidders:

Remove all of the attached pages that follow Page 62 of 62, which address the Florida Department of Environmental Protection – State Revolving Fund Program entitled “SUPPLEMENTARY CONDITIONS (CONSTRUCTION) - Florida Department of Environmental Protection – State Revolving Fund Program”. **They do not apply.**

Question #1:

When are the Bids due to the Village?

ANSWER:

The Bids are due to the Village Clerk’s Office, no later than 4:00 p.m. local time, on August 11, 2017.

Question #2:

Can you clarify that the experience footage requirement of 500,000 linear feet (in Section 1.02, Part A #1, page 210-211)) must have been self-performed and not subcontracted out?

ANSWER:

The intent is to have the prime contractor have the lining experience, not a subcontractor.

Question #3:

Can you clarify that the experience requirement “minimum of 5 years’ experience with the proposed product submitted for rehabilitation” (in Section 1.02, Part A #2, page 211) needs to be from the bidding firm? In other words, the bidding firm must document this experience requirement.

ANSWER:

The intent is to have the prime contractor have the lining experience, not a subcontractor.

Question #4:

Please clarify if the engineer is requiring that this information be obtain by a Registered Surveyor for the information on the table page C-200 as provided in addendum 1?

ANSWER:

Yes, the table on Sheet C-200 must be completed and confirmed based on information obtained by a Florida Registered Professional Land Surveyor.

Question #5:

Sheet Number C-200 in the plans states in the Notes Number 2, that Contractor to provided field survey as needed to update and/or provided all information on this table upon completion of the project as part of the as-built. This was talked about in the Pre-bid Meeting.

Please confirm that the submittal of the Outfall Table with the missing elevations is not required to be considered a responsive responsible bid?

ANSWER:

All requested information on the Outfall Table will be required by the successful bidder upon completion of the project as part of the as-built process. This information is not required as part of the bid response.

Question #6:

I see that you called for the “Duckbill” type Check Valve for the Outfall Valve, we have had much better success installing the Tide Flex Checkmate Inline Check Valve in the outfall rehab installation due to the length of pipe at the outfall being too short to install the duckbill type, would the City allow this as an Alternate?

ANSWER:

Bid responses should be based on the check valve as specified.

Question #7:

The Outfall Table has identified five outfall lines as 12” RCP (Slip lined to 9”). What is the corresponding bid description for these five outfall lines? Both outfall liner and storm water outfall valves.

ANSWER:

Per Specification Section 02650, it is understood that some existing outfall pipes have been lined previously. Under those circumstances, the intent is to review and discuss rehabilitation options for those outfall pipes. Depending on the resulting work associated with the 12" RCP outfalls, either the 12" liner and outfall valve unit costs will be utilized or funds from the allowance will be utilized after review and approval of the rehabilitation approach.

Question #8:

Can you provide a list of the pre-bid meeting attendees?

ANSWER:

The Pre-bid Meeting Sign-In Sheet is attached.

~~PROOF OF RECEIPT~~

Recipient Signature: _____
Print Name: John D'Alessandro
Company: Ric-Man Construction Florida, Inc.
Date: August 8, 2017

SUBMIT WITH BID RESPONSE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Ric-Man Construction Florida, Inc (hereinafter called the Principal), and Western Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of South Dakota with its principal offices in the City of Sioux Falls and authorized to do business in the State of Florida, and North Bay Village, and having an Agent resident therein, such Agent and Company acceptable to North Bay Village, are held and firmly bound unto North Bay Village (hereinafter called Owner), in the sum of FIVE PERCENT OF BID AMOUNT Dollars (\$ 5%), good and lawful money of the United States of America, to be paid upon demand of the said Owner, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a proposal to the said Owner for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all State Workmen's Compensation and Unemployment Compensation Taxes incurred in the performance of the contract, and means of transportation for construction of:

**NORTH BAY VILLAGE
STORMWATER OUTFALL REHABILITATION PROGRAM
BID No. NBV 2017-007**


for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal in the amount of five percent (5%) of the base bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Proposal be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the Owner and execute sufficient and satisfactory Performance and Payment Bonds payable to North Bay Village, Florida, each in an amount of one hundred percent (100%) of the total contract price, as indicated in the Proposal, in form and with security satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said Ric-Man Construction Florida, Inc, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Western Surety Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact, and attested by its _____, under its corporate seal, this 11th day of August, A.D., 2017.

ATTEST:

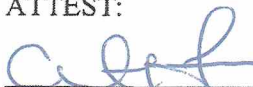


Dome Porcaro

Ric-Man Construction Florida, Inc

BY:  (Title)
(Principal) PRES.

ATTEST:



V. Gordon

Western Surety Company

BY: 
(Surety) Attorney-in-Fact Gus E. Zervos

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

(The rest of this page was intentionally left blank)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gus E Zervos, Stephen M Zervos, Angelo G Zervos, Donald W Burden, Stephanie A Dinco, Individually

of Southfield, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of May, 2017.

WESTERN SURETY COMPANY

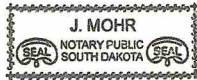


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of May, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of August, 2017.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



354 Eisenhower Parkway
Livingston, NJ 07039
888-4-FERRATEX
www.FerraTex.com

January 1, 2017

To: Whom It May Concern

RE: Ric-Man Construction Florida, Inc – CERTIFIED CIPP INSTALLER

Dear Sir or Madam,

I am writing this letter on behalf of FerraTex a manufacture of Cured-in-place pipe systems. Cured-in-place pipe (CIPP) liner used in the rehabilitation of sewer systems worldwide.

As a material supplier for the CIPP industry, we trust our product to certified installers such as Ric-Man Construction Florida, Inc. and are proud to call them a customer.

If you should have any additional questions, please do not hesitate to contact me at your convenience. I am available at (804) 451.3667 or via email at grodenberger@ferratex.com .

Best regards,

A handwritten signature in blue ink, appearing to read 'Gerhard Rodenberger', with a long horizontal flourish extending to the right.

Gerhardt Rodenberger
General Manager, FerraTex

DISCLAIMER OF WARRANTY: AS INSTALLATION CONDITIONS (INCLUDING, AMONG OTHERS, PIPE TYPE & CONDITION, GROUNDWATER DEPTH & TEMPERATURE, DEPTH OF COVER & SOIL TYPE, LIVE LOADS, SITE ACCESS AND WEATHER) AND INSTALLER EXPERIENCE, TECHNIQUES AND TYPE OF EQUIPMENT VARY GREATLY, FERRATEX EXCLUDES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS SOLD HEREUNDER AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR USE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS. FERRATEX HAS NOT PROVIDED ANY DESIGN SPECIFICATIONS OR COMPUTATIONS, AND ACCORDINGLY, FERRATEX DOES NOT WARRANT THE DESIGN.

**Professional Cured-In-Place Wet Out Services.
Built on 25 Years Experience!**



354 Eisenhower Parkway
Livingston, NJ 07039
804.451.3667

FerraTex Resume:

The Premier Provider of Wet-Out Services and CIPP Liners

Founded in 2013 with roots in the iconic Spiniello Companies, FerraTex Services has become one of the most trusted names in trenchless pipe lining, pipe rehabilitation, sewer repair and water main repair.

With five strategically located facilities across the U.S. and a fleet of temperature controlled tractor trailers and trucks, FerraTex can deliver wet-out services and Cured-in-Place Pipe (CIPP) liners anywhere across the Americas, including Canada and Mexico. Our dedicated drivers, representatives and senior leaders are committed to providing the highest level of support to complement our reputation for premium quality tubes and liners.

FerraTex carries multiple equipment sizes to support our on-site wet-out services for over the hole projects. Bringing decades of experience in sewer and pipeline rehabilitation, we are your go-to source for on-site and remote wet-out and Cured-in-Place specialists.

Our History

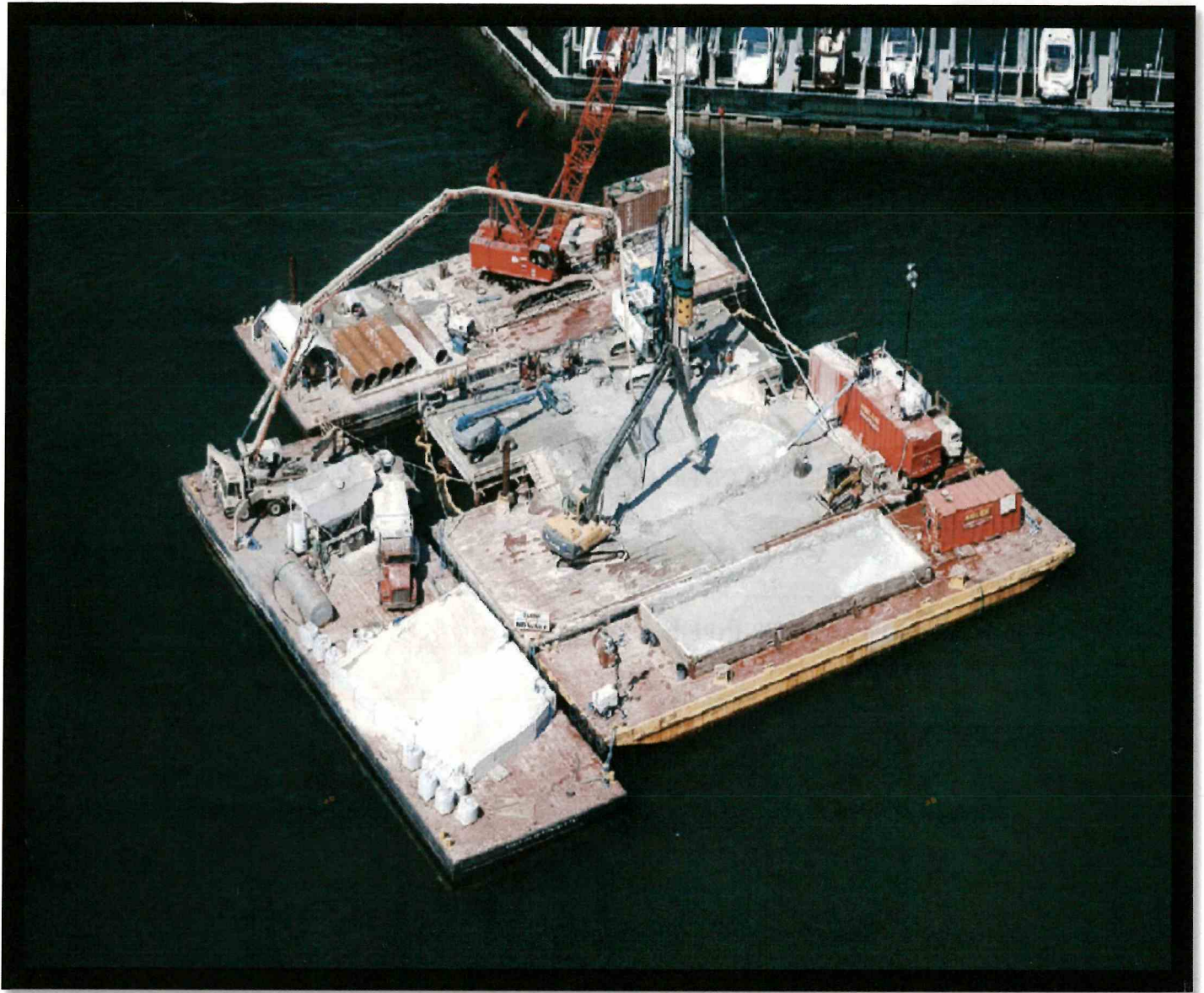
FerraTex Services is a leading provider of wet-out services and Cured-in-Place Pipe (CIPP), CIPP liners, CIPP tubes and CIPP equipment. With facilities in New Jersey, Virginia, Florida, Tennessee and Nevada, we are able to provide wet-out and CIPP solutions anywhere in the U.S., Canada and Mexico.

Though founded in 2013, FerraTex represents the latest chapter in the story of Spiniello Companies. Spiniello was founded in 1922, and quickly became a leader in utility and heavy construction across the Northeastern United States. Today, FerraTex is the premier provider of tried and true products that have met the needs of even the most demanding trenchless pipe lining and pipe rehabilitation projects, carrying on the Spiniello tradition of legendary customer service and industry leadership.

FerraTex products — We have manufactured and shipped over 2 Million LF of liner both dry and resin-impregnated (wet-out) and have been surpassing expectations for 30 years. Our support team has actually worked in the field, thus possessing a true understanding of the challenges that contractors and installation professionals face. We know how to make your job easier, and will do everything in our power to ensure your project is completed smoothly and efficiently.

Our liners can be manufactured to any dimension specified and fabricated to virtually any size and thickness while meeting ASTM F1216 standards.

Professional Cured-In-Place Wet Out Services.
Built on 25 Years Experience!



RIC-MAN CONSTRUCTION FLORIDA, INC.

RIC-MAN Construction Florida, Inc.
3100 SW 15th Street
Deerfield Beach, Florida 33442
www.ric-man.com
Office: 954.426.1221
Fax: 954.426.1226



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IDENTIFICATION PAGE

RIC-MAN CONSTRUCTION FLORIDA, INC.

OFFICE LOCATIONS

DEERFIELD OFFICE
3100 SW 15th Street
Deerfield Beach, Florida 33442
Office: 954.426.1221
Fax: 954.426.1226

MIAMI OFFICE
1001 North America Way
Miami, Florida 33132
Office: 305.379.4000
Fax: 305.379.4001

Deerfield Office Contact

Daniel Mancini, <i>President</i>	DMancini@ric-man.com
Michael Fischer, <i>Chief Operating Officer</i>	MFischer@ric-man.com
Daniel LaCross, <i>SR. Project Manager</i>	DLaCross@ric-man.com
John D'Alessandro, <i>Project Manager</i>	JDalessandro@ric-man.com

Miami Office Contact

Albert Dominguez, <i>Senior Project Manager</i>	ADominguez@ric-man.com
Hector Meneses, <i>Project Manager</i>	HMeneses@ric-man.com

Federal Tax Identification

20-1309732

General Contractor Licenses Number

CGC1514965

Duns & Bradstreet No.

963434373

Declaration

Incorporated

IDENTIFICATION PAGE

RIC-MAN CONSTRUCTION, INC.

DIVISION LOCATION

MICHIGAN OFFICE
 42600 R. Mancini Drove
 Sterling Heights, Michigan 48314
 Office: 586.739.5210
 Fax: 586.739.8290

Michigan Office Contact

Edward Mancini, <i>President</i>	EMancini@ric-man.com
Daniel Mancini, <i>Vice President</i>	DMancini@ric-man.com
Steven Mancini, <i>Vice President</i>	SMancini@ric-man.com
Dennis Oszust, <i>Vice President</i>	Doszust@ric-man.com
Richard Mancini,	Rmancini@ric-man.com
James Bilicki, <i>Senior Project Manager</i>	Jbilicki@ric-man.com
Laith Jacob, <i>Chief Estimator</i>	LJacob@ric-man.com
Ryan Stalmack, <i>Project Manager</i>	RStalmack@ric-man.com

Federal Tax Identification

38-1943960

Duns & Bradstreet No.

103475943

Declaration

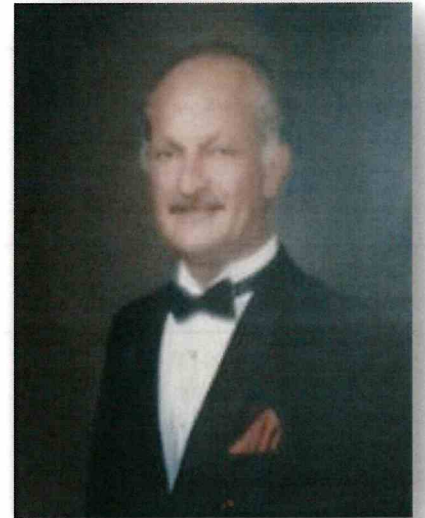
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COMPANY PROFILE

Founded in 1965 by Richard Mancini, RIC-MAN Construction Inc. is backed by over 40 years of heavy construction experience. The company specializes in heavy underground and tunnel construction of all types and sizes. RIC-MAN Construction, Inc. is proud to carry on the tradition of quality and service, set forth by its founder, which have become the standards used every day within the company.

Long recognized as an industry leader, RIC-MAN's top notch executive and engineering staff stand ready to offer its consulting services to public agencies. The track record shows a very capable and eager ability to analyze difficult underground construction problems, and to provide an innovative and calculated approach to resolving even the most formidable tasks.

RIC-MAN Construction remains dedicated to the high quality standards established by its founder and an ongoing commitment to excellence.



CORPORATE RESUME - FLORIDA

Daniel Mancini <i>President</i>	B.S. Civil Engineering, Wayne State University – Detroit, Michigan Manages the Florida construction operation and has been personally involved with all corporate projects from conception through construction since 1983.
Steven Mancini <i>Vice President</i>	B.S. Business Administration, Oakland University – Auburn Hills, Michigan Manages the Michigan construction operation and has been personally involved with all corporate projects from conception through construction since 1981.
Edward Mancini <i>Treasurer/Secretary</i>	Coordinates all business and financial aspects of the corporation since 1985. Experience as Construction Operations/Property Manager since 1996. Commercial Development: own, operate, and development of light to heavy industrial and commercial. Experience in all phases of underground open cut and tunneling methods of utility, drainage and roadwork.
Michael Fischer <i>Chief Operations Officer</i>	AAS Civil Engineering Nassau College – Garden City, New York Civil Engineering, Polytechnic Institute of New York Responsible all aspects of a variety of projects in the state of Florida. Responsible for company's change and scheduling requirements, supports estimating with large heavy civil project opportunities.
John D'Alessandro <i>Project Manager</i>	Estimates and management of cured in place piping (CIPP) construction. Has worked in the construction industry since 1980.
Albert Dominguez, PE <i>Senior Project Manager</i>	Bachelor of Science Civil Engineering University of Florida – Gainesville, FL Coordinates and supervises all production operations on sewer and water projects. Holds Professional Engineer license in Florida, General Contractor license and Utility and Underground Contractor license. Has experience in the state, municipal and private sectors. Has worked in the construction industry since 1990.
Daniel J. LaCross <i>SR. Project Manager</i>	Coordinates and supervises all production operations on sewer and water projects. Has worked in the construction industry since 1985.
Hector Meneses <i>Project Manager</i>	Bachelor of Science Civil Engineering Florida International University – Miami, FL Coordinates and supervises all production operations on sewer and water projects. Industry experience in project management and estimating since 2009.
Rafael Sangiovanni <i>Project Engineer</i>	Supports and assists on sewer and water projects. Has experience as an operation and production manager.
John Huskey <i>Safety Director</i>	Enforces and maintains all safety policies. Has had both field and safety experience in this industry since 1998.
Gary Holland <i>Project Manager</i>	

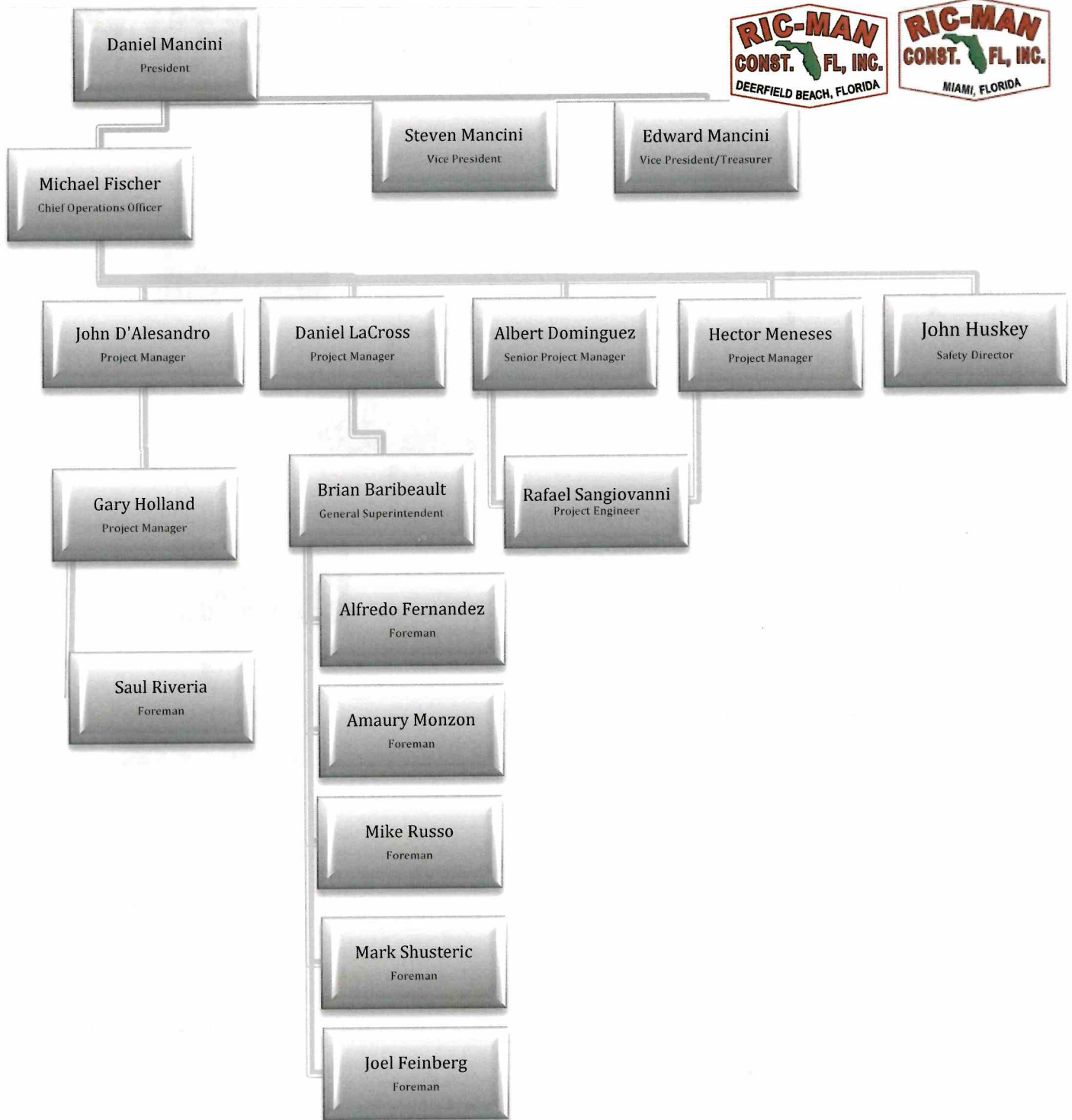
CORPORATE RESUME - MICHIGAN

<p>Edward Mancini <i>President</i></p>	<p>Coordinates all business and financial aspects of the corporation since 1985. Experience as Construction Operations/Property Manager since 1996. Commercial Development: own, operate, and development of light to heavy industrial and commercial. Experience in all phases of underground open cut and tunneling methods of utility, drainage and roadwork.</p>
<p>Daniel Mancini <i>Vice President</i></p>	<p>B.S. Civil Engineering, Wayne State University – Detroit, Michigan Manages the Florida construction operation and has been personally involved with all corporate projects from conception through construction since 1983.</p>
<p>Steven Mancini <i>Vice President</i></p>	<p>B.S. Business Administration, Oakland University – Auburn Hills, Michigan Manages the Michigan construction operation and has been personally involved with all corporate projects from conception through construction since 1981.</p>
<p>Dennis Oszust <i>Vice President</i></p>	<p>Bachelor of Science: Civil Engineering University of Detroit – Detroit, Michigan Responsible for all aspects of a variety of projects in the state of Michigan and with the Mid-West. Responsible for company's change management and scheduling requirements, supports estimating with large heavy civil project opportunities.</p>
<p>Laith Jacob <i>Chief Estimator</i></p>	<p>M.S. Civil and Environmental Engineering Wayne State University – Detroit, Michigan Estimating and management of underground wastewater treatment construction and tunnel construction. He has worked in engineering since 1976.</p>
<p>James E. Bilicki <i>Senior Project Manager/Estimator</i></p>	<p>B.S. Civil Engineering Michigan Technology University – Houghton, Michigan Estimating and management of highway/heavy, underground, wastewater treatment construction and tunnel construction. Has worked in the construction industry since 1980.</p>
<p>Ryan Stalmack <i>Project Manager</i></p>	<p>B.S. Business Administration University of Michigan – Flint, Michigan Management of mechanical and heavy civil projects including underground, site work, underground utilities, street reconstruction and replacement. Has worked in engineering and construction since 2001.</p>
<p>Robert Hecksel <i>Health & Safety Manager</i></p>	<p>Enforces and maintains all safety policies.</p>

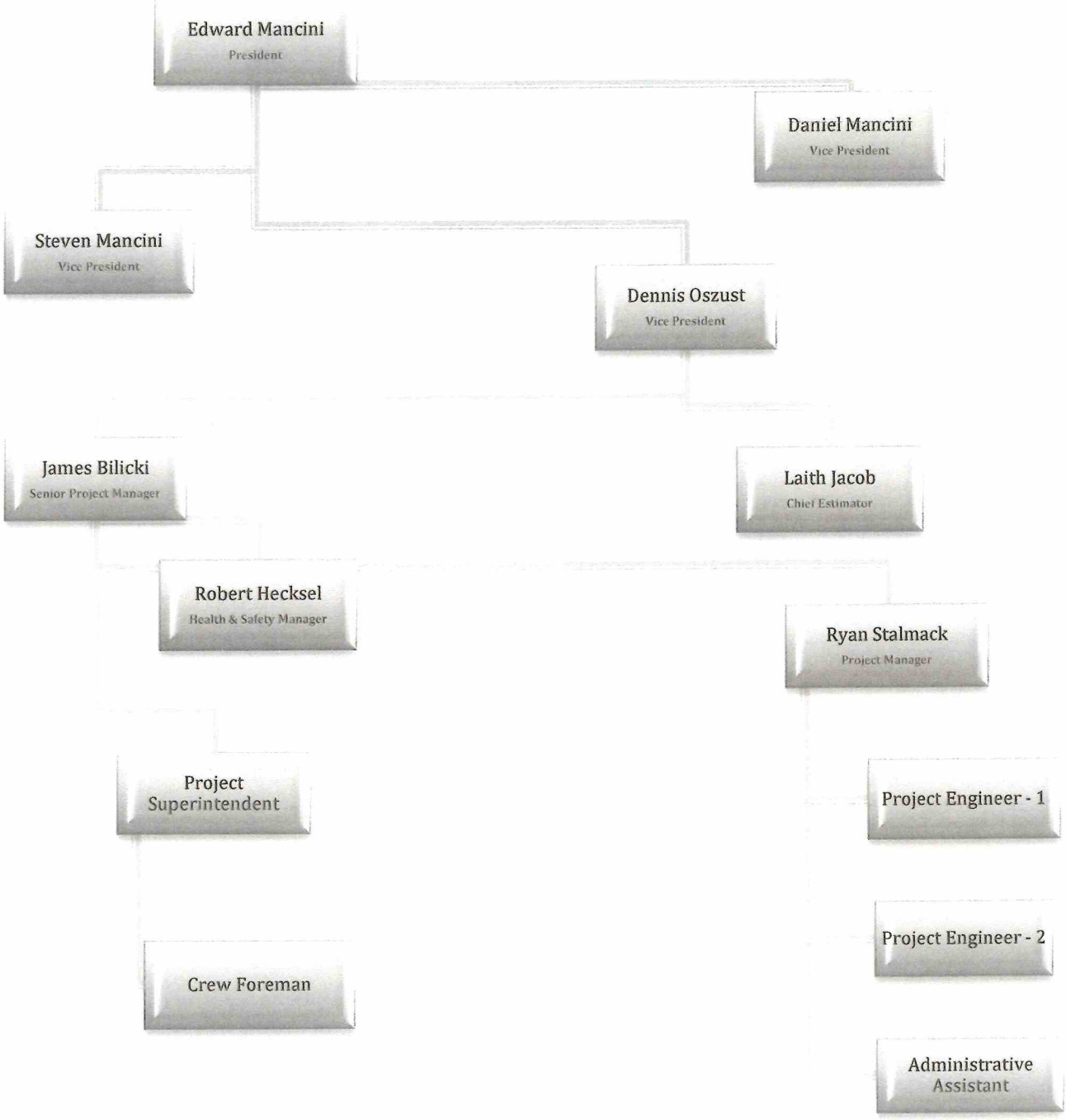
FIELD PERSONNEL - FLORIDA

Brian Baribeault <i>General Superintendent</i>	Coordinates and supervises all production operations on open-cut projects. Has worked in the construction industry since 1999.
Alfredo Fernandez <i>Foreman</i>	Oversees and responsible for installation of underground utilities pipe work, road work and site work. Coordinates field crew to meet schedule completion dates for projects.
Amaury Monzon <i>Foreman</i>	Oversees and responsible for installation of underground utilities pipe work, road work and site work. Coordinates field crew to meet schedule completion dates for projects. Has worked in the construction industry since 2004.
Saul Rivera <i>Foreman</i>	Oversees and responsible for installation of underground utilities pipe work, road work and site work. Coordinates field crew to meet schedule completion dates for projects.
Mike Russo <i>Foreman</i>	Oversees and responsible for installation of underground utilities pipe work, road work and site work. Coordinates field crew to meet schedule completion dates for projects.
Mark Shusteric <i>Foreman</i>	Oversees and responsible for installation of underground utilities pipe work, road work and site work. Coordinates field crew to meet schedule completion dates for projects. He has worked in the construction industry since 1999.
Sheldon Shor <i>Warehouse/Equipment Manager</i>	Manages all aspects of heavy equipment which includes purchasing, maintenance and managing warehouse to supply field operations. Has worked in the equipment/maintenance industry since 1987.
Gary Holland <i>Project Manager</i>	
Rafael Sangiovanni <i>Project Engineer</i>	

ORGANIZATION CHART RIC-MAN CONSTRUCTION FLORIDA, INC.



ORGANIZATION CHART RIC-MAN CONSTRUCTION, INC.



ONGOING CONTRACTS

Project Name	Owner	Type	Value	Percent Complete	More Details
Installation of 48 Inch Water Main Downtown Loop Closure	Miami Dade Water and Sewer Department 3071 SW 38 th Avenue Miami, FL 33146 Office: 305-205-5152	Design Build Utilities	8,509,000.00	%	Refer to Page 17
Stormwater Pump Station at NE Corner of Convention Center Dr (Phase II) PS052	City of Miami Beach Public Works/ Engineering Division 1700 Convention Center Drive, 4 th Floor Miami Beach, FL 33139 Office: 305-673-7080	Design Build Pump Station	6,332,389.80	%	Refer to Page 18
S-899 Rehabilitation of 54" Force Main	Miami Dade Water and Sewer Department 3071 SW 38 th Avenue Miami, FL 33146 Office: 305-205-5152	Design Build Slip Line	13,346,167.52	37%	Refer to Page 19
Shenandoah Area (Phase A)	Miami Dade Water and Sewer Department Nelson Cespedes NCESP@miamidade.gov 3071 SW 38 th Avenue Miami, FL 33146 Office: 305-205-5152	Design Build Neighborhood / Utilities	11,326,347.00	75%	Refer to Page 20
SS-100 Tracy Road Trunk Sewer Rehabilitation (CIPP)	Northwestern Water and Sewer District 12560 Middleton Drive Bowling Green, OH 43402	Conventional/ Hard Bid CIPP	2,528,420.00	%	Refer to Page 59
I-Drive Improvements from Westwood Blvd S to Westwood Blvd N (CIPP)	Orange County Board of Commissioners 201 S Rosalind Ave. Orlando, FL 32801	Conventional/ Hard Bid CIPP	436,569.75	%	Refer to Page 59
Cape Coral Drainage Annual CIPP Contract	City of Cape Coral P.O. Box 150027 Cape Coral, FL 33915	Conventional/ Hard Bid CIPP	700,00.00 Annual Cost		Refer to Page 59

COMPLETED CONTRACTS

Project Name	Owner	Type	Value	Percent Complete	More Details
Southside Interceptor Sewer Lining Project-Phase III (CIPP)	City of Ann Arbor, Michigan Anne Warrow, PE 301 E Huron Street, P.O. Box 8647 Ann Arbor, MI 48107 Office: 734-794-6410	Conventional/ Hard Bid CIPP	2,048,872.00	100%	Refer to Page 59
Stormdrain Pipe Lining Rehabilitation (CIPP)	City of Ormond Beach Alex Blake, Construction Engineer ablake@palmcoast.gov 22 South Beach Street, Room 104 Ormond Beach, FL 32174 Office: 386-677-0377	Conventional/ Hard Bi CIPP	357,770.00	100%	Refer to Page 59
ERT3, 84 Inch Emergency Tapping Connection on the 84" Prestressed Concrete Cylinder Pipe	Miami Dade Water and Sewer Department Alex Valdes AjVald@miamidade.gov 3071 SW 38 th Avenue Miami, FL 33146 Office: 305-205-5152	Emergency Contract Utilities	688,343.75	100%	Refer to Page 56
Replacement/ Rehabilitation of 72" Sanitary Sewer Force Main	Miami Dade Water and Sewer Department Nelson Cespedes NCESP@miamidade.gov 3071 SW 38 th Avenue Miami, FL 33146 Office: 305-205-5152	Design Build Slip Line	16,746,672.00	100%	Refer to Page 21
ORMD - Stormdrain and Sanitary Sewer Pipe Lining Rehabilitation (CIPP)	City of Ormond Beach Alex Blake, Construction Engineer ablake@palmcoast.gov 22 South Beach Street Ormond Beach, FL 32174 Office: 386-677-0377	Conventional/ Hard Bid CIPP	449,771.00	100%	Refer to Page 59
Florida Light House Point - 16" Force Main Emergency Repairs (CIPP)	Broward County Water and Wastewater Services Water and Wastewater Engineering Division 2555 West Copans Rd John Morra jmorra@broward.org Pompano Beach, FL 33069 Office: 954-831-0902	Conventional/ Hard Bid CIPP	508,373.99	100%	Refer to Page 59
Gravity Sewer Interceptors for the Master Pump Station No. 3	Miami Dade Water and Sewer Department Miguel Pichardo Miguel.Pichardo@miamidade.gov 3071 SW 38 th Avenue Miami, FL 33146 Office: 305-205-5152	Design Build Tunnel	11,017,000.00	100%	Refer to Page 22
UAZ 314, 316 and 318 Water and Sewer Improvements	Broward County Water and Wastewater Services Water and Wastewater Engineering Division Pat MacGregor pamacgregor@broward.org 2555 West Copans Rd Pompano Beach, FL 33069 Office: 954-831-0792	Conventional/ Hard Bid Utilities	11,048,220.66	100%	Refer to Page 23

Seaport & Convention Center Security Improvement Project	Broward County Seaport Engineering and Construction Division Claude Gentil, PE CGENTIL@broward.org 1850 Eller Drive, 5 th floor Fort Lauderdale, FL 33316 Office: 954-468-0141	Conventional/ Hard Bid Utilities	11,709,597.57	100%	Refer to Page 24
E5W67 - FDOT Remove and Replace Storm Water Piping on Various State Roads	Florida Department of Transportation Monaem Bouazizi Monaem.Bouazizi@dot.state.fl.us 133 Semoran Blvd Orlando, FL 32807 Office: 407-482-7814	Conventional/ Hard Bid CIPP	2,104,471.07	100%	Refer to Page 25
Madison Metropolitan Sewer District	Madison Metropolitan Sewer District Eric Hjellen erich@madsewer.org 1610 Moorland Road Madison, WI 53713	Conventional/ Hard Bid CIPP	1,027,830.00	100%	Refer to Page 60
MIDD Middlebelt Transport and Storage Tunnel	Oakland County Water Resource Commissioner Oakland County, Michigan	Conventional/ Hard Bid CIPP	112,659.00	100%	Refer to Page 60
Emergency PO139	Miami-Dade Water and Sewer Department Construction Management Division Pedro Vigil, GEC vigilp@miamidade.gov 3575 S. Le Jeune Road Miami, Florida 33146 Office: 305-205-5152	Emergency Work Utilities	424,614.22	100%	Refer to Page 56
E5Q52 Orange/Pipe Desilt; Joint Sealing and Lining on Various Roads	Florida Department of Transportation District 5, Contract Administration Office Wilkes Kemp Wilkes.kemp@dot.state.fl.us 133 Semoran Blvd Orlando, FL 32807 Office: 407-482-7836	Conventional/ Hard Bid CIPP	1,119,636.00	100%	Refer to Page 60
ERT2 8 Inch Blow Off	Miami Dade Water and Sewer Department Nelson Cespedes NCESP@miamidade.gov 3071 SW 38 th Avenue Miami, FL 33146 Office: (305) 665-7471	Emergency Work Utilities	43,992.55	100%	Refer to Page 56
ERT1 Manways	Miami Dade Water and Sewer Department Nelson Cespedes NCESP@miamidade.gov 3071 SW 38 th Avenue Miami, FL 33146 Office: (305) 665-7471	Emergency Work Utilities	92,146.42	100%	Refer to Page 56
Dixie Corridor Septic to Sewer Conversion	City of Hollywood Department of Public Utilities Clarrisa Ip, PE Project Manager cip@hollywoodfl.org 1621 N 14 th Ave Hollywood, FL 33022 Office: 954-921-2985	Conventional/ Hard Bid Utilities	3,914,017.72	100%	Refer to Page 26

Boynnton Beach Raw Water Main - Section B	City of Boynnton Beach Utilities Department Chris Roschek, P.E. roschekc@bbfl.us 124 E Woolbright Rd Boynnton Beach, FL 33435 Office: 561-742-6413 Fax: 561-742-6298	Conventional/ Hard Bid Utilities	3,136,018.70	100%	Refer to Page 27
Pompano Beach NC-21 Water Main and Drainage Project	City of Pompano Beach Utilities Department Alessandra Delfico Alessandra.Delfico@copbfl.com 1190 NE 3 rd Ave Pompano Beach, FL 33060 Office: 954-786-4144	Conventional/ Hard Bid Utilities	1,188,472.25	100%	Refer to Page 28
E5R53 FDOT SR519 Drainage Improvement	Florida Department of Transportation District 5, Contract Administration Office Alan Tehrani, Project Administrator 719 S Woodland Blvd DeLand, FL 32720 Office: 386-943-5350	Conventional/ Hard Bid CIPP	1,073,026.00	100%	Refer to Page 60
Furnish and Install Two 72" Butterfly Valves in existing 72" PCCP at Alexander Orr Water Treatment Plant	Miami Dade Water and Sewer Department Construction Management Division Pedro Virgil, GEC Construction Project Supervisor 1 vigilp@miamidade.gov 3575 S. Le Jeune Road Miami, Florida 33146 Direct Line: 305-205-5152	Conventional/ Hard Bid Utilities	\$816,454.31	100%	Refer to Page 29
Sunset Harbour Pump Stations 1 & 2	City of Miami Beach Public Works/ Engineering Division Hermes Diaz, P.E. HermesDiaz@miamibeachfl.gov 1700 Convention Center Drive, 4 th Floor Miami Beach, FL 33139 Office: 305-673-7080 Fax: 786-394-4571	Conventional/ Hard Bid Pump Station	\$523,055.01	100%	Refer to Page 30
Sunrise Pedestrian Connection	City of Miami Beach Public Works/ Engineering Division Elizabeth Wheaton ElizabethWheaton@miamibeachfl.gov 1700 Convention Center Drive, 4 th Floor Miami Beach, FL 33139 Office: 305-673-7080 Fax: 786-394-4571	Conventional/ Hard Bid Pump Station	\$331,948.81	100%	Refer to Page 31
UAZ207 Lighthouse Point 12" Watermain and 16" Forcemain	Broward County Water and Wastewater Services Mark Gabriel, P.E. MGabriel@broward.org 2555 West Copan Road Pompano Beach, FL 33069 Office: 954-831-0982 Fax: 954-831-0925	Conventional/ Hard Bid Utilities	\$1,147,154.78	100%	Refer to Page 32
Government Cut Utility Relocation Projects OCI	Miami Dade Water and Sewer Department Engineering and Design Division Gutierrez, Isaac A. (WASD) IGUTI@miamidade.gov 3071 SW 38 th Avenue Miami, FL 33146 Office: 786-552-8970	Design Build Tunnel + HDD	\$64,780,191.07	100%	Refer to Page 33

RIC-MAN Supplement

Broward County Bid Package NO. 13	Broward County Water and Wastewater Services Najla Elshami Zerrouki, P.E. Nelshami@broward.org 2555 West Copans Rd. Pompano Beach, FL 33069 Office: 954- 831-0923	Conventional/ Hard Bid Neighborhood /Utilities	\$6,642,652.49	100%	Refer to Page 34
Broward County Bid Package NO. 12	Broward County Water and Wastewater Services Bernard Eugene beugene@broward.org 2555 West Copans Rd, Pompano Beach, FL 33069 Office: 954- 831-0923	Conventional/ Hard Bid Neighborhood /Utilities	\$9,242,779.90	100%	Refer to Page 35
48" Water Main Improvements, Alternate Alignment Phase II	City of Fort Lauderdale / Water Works 2011 Jorge Holguin JHolguin@fortlauderdale.gov 200 North Andrews Ave., Suite 300 Fort Lauderdale, FL 33301 Office: (954) 522-2604	Conventional/ Hard Bid Utilities	\$1,214,288.47	100%	Refer to Page 36
Overtown - Venetian 138kv Line Transmission Line Project	Florida Light & Power / Avisco Mitch Carpenter mcarpenter@avisco.com 1005 Clarence Larson Drive Oak Ridge, TN 37830 Office: (865) 276-1360	Conventional/ Hard Bid Utilities	\$389,370.00	100%	Refer to Page 37
Miami Springs Calcium Carbonate Deposit Lagoon Calcium Carbonate Removal	Miami Dade Water & Sewer Department Juan Diaz jediaz@miamidade.gov 3575 S Lejeune Rd Miami, FL 33146 Office: (786) 268-5076	Conventional/ Hard Bid Utilities	\$3,097,610.24	100%	Refer to Page 38
Hillsboro Streetscape Improvements	City of Deerfield Beach Charles DaBrusco cdabrusco@deerfield-beach.com 150 NE 2 nd Avenue Deerfield Beach, FL 33441 Office: (954) 480-4270	Conventional/ Hard Bid Neighborhood /Utilities	\$5,042,782.19	100%	Refer to Page 39
Shady Banks Septic Area Basin C	City of Fort Lauderdale / Water Works 20111 Jorge Holguin JHolguin@fortlauderdale.gov 200 North Andrews Ave., Suite 300 Fort Lauderdale, FL 33301 Office: (954) 522-2604	Conventional/ Hard Bid Utilities	\$3,698,046.00	100%	Refer to Page 40
Reclaimed Water Pipeline Extension Broken South East	City of Boca Raton Chris Helfrich chelfrich@ci.boca-raton.fl.us 1401 Glades Road Boca Raton, FL 33431 Office: (561) 338-7303	Conventional/ Hard Bid Utilities	\$951,783.37	100%	Refer to Page 41
13th Avenue Drainage Basin Improvements	City of Lake Worth John Lamb jlamb@lakework.org 1900 2 nd Avenue Lake Worth, FL 33460 Office: (561) 719-1623	Conventional/ Hard Bid Utilities	\$875,903.22	100%	Refer to Page 42

North East Large Water Main	City of Fort Lauderdale / Water Works 20111 Jorge Holguin JHolguin@fortlauderdale.gov 200 North Andrews Ave., Suite 300 Fort Lauderdale, FL 33301 Office: (954) 522-2604	Conventional/ Hard Bid Utilities	\$3,277,729.10	100%	Refer to Page 43
INCA Storm Water Management and Water Main Replacement	City of Boynton Beach Paul Fleming flemingp@bbfl.us 124 E Woolbright Rd Boynton Beach, FL 33424 Office: (561) 742-6400	Conventional/ Hard Bid Pump Station/ Utilities	\$4,460,975.00	100%	Refer to Page 44
A1A S-Curve	City of Deerfield Beach Charles DaBrusco cdabrusco@deerfield-beach.com 150 NE 2 nd Avenue Deerfield Beach, FL 33441 Office: (954) 480-4270	Conventional/ Hard Bid Utilities	\$540,000.00	100%	Refer to Page 45
Ocean Way Infrastructure	City of Deerfield Beach Charles DaBrusco cdabrusco@deerfield-beach.com Dean Payne dpayne@deerfield-beach.com 150 NE 2 nd Avenue Deerfield Beach, FL 33441 Office: (954) 480-4270	Conventional/ Hard Bid Utilities	\$3,312,897.19	100%	Refer to Page 46

Project Experience 2017

DESIGN BUILD SERVICES WEST AVENUE IMPROVMENTS PRHASE II SOUTH OF 14th STREET

City of Miami Beach Project No. 2016-090-KB

Location: -----

Project Date: _____

Scope of Work: _____

Lead Design Engineer: _____

Prime Contractor: _____

RIC-MAN Construction Florida, Inc.

Responsible Parties: _____

Additional Information: _____

Utilities Installed on this Project: _____

INSTALLATION OF 48 INCH WATER MAIN DOWNTOWN LOOP CLOSURE

Miami Dade Water and Sewer Department Project No. DB15-WASD-03

Location: Miami, FL

Project Owner

Miami Dade Water and Sewer Department
 3071 SW 38th Ave
 Miami, FL 33233
 Office: (305) 665-7471

Local Design Engineer

Parsons Brinckerhoff
 975 N American Way
 Miami, FL 33132
 Office: (305) 329-4146

Prime Contractor

RIC-MAN Construction Florida, Inc.

Responsible Parties

Daniel LaCross, Project Manager
 Hector Meneses, Project Manager
 Brian Baribeault, General Superintendent

Scope of Work

Design Build project to construct new Ductile Iron Pipe 30-inch, 36-inch, and 48-inch water main and provide interconnection of the Hialeah/Preston (north service area) and Alexander Orr (south service area) water transmission systems to form a loop closure.

Construction will be along NW 5th Street and across Biscayne Boulevard (SR 5/US 1). This phase ties into an existing 12-inch water main on the east side of Biscayne and is intended to provide additional water capacity to the central business area, including American Airlines Arena, Overtown, Fischer Island, Port of Miami and Village of Key Biscayne.

Additional Information

Percent Complete	%
Contract Amount (At Time of Award)	\$8,509,000.00
Final Contract Amount	TBD
Value of Work as Prime Contractor	TBD
Value of Work for Subcontractor	TBD
Project Start Date	
Project Completion Date	

Utilities Installed on Job's Project

■

STORMWATER PUMP STATION AT NE CORNER OF CONVENTION CENTER DR (PHASE II)

City of Miami Beach Project No. 2016-052-KB
Location: Miami Beach, FL

Project Owner:

Miami Beach – Public Works/ Engineering Division
Elizabeth Wheaton
ElizabethWheaton@miamibeachfl.gov
1700 Convention Center Drive, 4th Floor
Miami Beach, FL 33139
Office: (305) 673-7080
Fax: (786) 394-4571

Lead Design Engineer:

Parsons Brinckerhoff
975 N American Way
Miami, FL 33132
Office: (305) 329-4146

Prime Contractor:

RIC-MAN Construction, Inc.

Responsible Parties:

Albert Dominguez, Project Manager
Brian Baribeault, General Superintendent

Scope of Work:

Design Build project with drainage work connecting the existing storm water network to a new pump station within the Convention Center site. The storm water tank network consists of new piping, pump station and replacement of existing piping. The piping includes a new 10' x 5' trunk line along Convention Center Drive and 19th Street. A new trunk line along 17th Street will replace the existing piping to improve conveyance to the new trunk line. Several existing pipes throughout the system will be replaced with larger pipes to improve conveyance.

Utilities Installed on This Project:

-

Additional Information:

Percent Complete	%
Contract Amount (At Time of Award)	\$6,332,389.80
Final Contract Amount	TBD
Value of Work as Prime Contractor	TBD
Value of Work for Subcontractor	TBD
Project Start Date	
Project Completion Date	

REHABILITATION OF 54-INCH FORCE MAIN

Miami Dade Water and Sewer Department Project No. S-899
 Location: Miami, FL

Project Owner

Miami Dade Water and Sewer Department
 3071 SW 38th Ave
 Miami, FL 33233
 Office: (305) 665-7471

Scope of Work

Design Build project with the rehabilitation of approximately 19,000 LF of 54-inch force main from NW 11th Street and NW 37th Avenue to NW 2nd Street and NW 67th Avenue. Install a new 48-inch ID HDPE liner pipe within the existing 54-inch PCCP utilizing the slip lining method of installation.

Lead Design Engineer

Woolpert, Inc.
 10900 NW 25th Street, Suite 100
 Miami, FL 33172-1922

Prime Contractor

RIC-MAN Construction Florida, Inc.



Responsible Parties

Daniel LaCross, Project Manager
 Brian Baribeault, General Superintendent
 Hector Meneses, Project Manager

Entities Involved on this Project



Additional Information

Percent Complete	%
Contract Amount (At Time of Award)	\$13,346,167.52
Final Contract Amount	TBD
Value of Work as Prime Contractor	TBD
Value of Work for Subcontractor	TBD
Project Start Date	January 2017
Project Completion Date	

SHENANDOAH AREA (PHASE A)

Miami Dade Water and Sewer Department Project No. DB13-WASD-03, W-928

Location: Miami, FL

Project Owner

Miami Dade Water and Sewer Department
 Nelson Cespedes
NCESP@miamidade.gov
 3071 SW 38th Ave
 Miami, FL 33233
 Office: (305) 665-7471

Lead Design Engineer

EAC Consulting, Inc.
 815 NW 57 Avenue, Suite 402
 Miami, FL 33126

Prime Contractor

RIC-MAN Construction Florida, Inc.

Responsible Parties

Daniel LaCross, Project Manager
 Hector Meneses, Project Manager
 Brian Baribeault, General Superintendent

Scope of Work

A Design Build project with neighborhood improvements in downtown Miami's Shenandoah neighborhood featuring the furnishing and installation of 39,000 LF of water main plus the conversion of over 750 existing water services; the removal of existing and installation of 25,000 LF of new gravity sewer main. Scope includes extensive MOT coordination, milling and re-surfacing the roadway, new curbing, gutter and sidewalks, landscaping and general restoration of disturbed areas. Project also included public outreach and extensive coordination with stakeholders.

Utilities Installed on this Project

- 39,120 LF of 8" DIP Water Main
- 662 LF of 6" DIP
- 132 Gate Valves
- 52 Fire Hydrant Assemblies
- 25,000 SF of Sidewalk Restoration
- 1,656 LF of Curb and Gutter Restoration
- 27,000 SY Trench Restoration
- 95,000 SY Asphalt Mill and Resurface
- 22,000 LF Sanitary Sewer

Additional Information

Percent Complete	35%
Contract Amount (At Time of Award)	\$11,326,347.00
Final Contract Amount	TBD
Value of Work as Prime Contractor	TBD
Value of Work for Subcontractor	TBD
Project Start Date	April 2015
Project Completion Date	

REPLACEMENT/REHABILITATION OF 72" FORCE MAIN

Miami Dade Water and Sewer Department Project No. DB14-WASD-01

Location: Miami, FL

Project Owner:

Miami Dade Water and Sewer Department
 Nelson Cespedes
NCESP@miamidade.gov
 3071 SW 38th Ave
 Miami, FL 33233
 Office: (305) 665-7471

Lead Design Engineer:

Wade Trim
 2100 Ponce De Leon Blvd
 Coral Gables, FL 33134

Prime Contractor:

RIC-MAN Construction Florida, Inc.

Responsible Parties:

Daniel LaCross, Project Manager
 Hector Meneses, Project Manager
 Brian Baribeault, General Superintendent

Scope of Work:

A Design Build Project for the replacement/rehabilitation of 72-inch Sanitary Sewer Force Main along NW/NE 159th Street between NW 17th Avenue and NE 10th Avenue.

Rehabilitation of 72" pre-stressed concrete cylinder pipe force main by means of slip lining with approximately 17,000 LF of 63" HDPE liner.

Design Build Institute of America awarded Ric-Man Construction Florida, Inc. and Wade Trim the Honor Award for Water/Wastewater for the project.

Additional Information:

Percent Complete	100%
Contract Amount (At Time of Award)	\$16,746,672.00
Final Contract Amount	TBD
Value of Work as Prime Contractor	TBD
Value of Work for Subcontractor	TBD
Project Start Date	March 2015
Project Completion Date	May 2016

Quantity Installed for this Project:

- 17,060 LF of HDPE Pipe
- 3 Valves
- 48 ARV/Connections/Manways

GRAVITY SEWER INTERCEPTOR FOR THE MASTER PUMP STATION NO. 3

Miami Dade Water and Sewer Department Project No. DB13-WASD-01

Location: Miami, FL

Project Owner:

Miami Dade Water and Sewer Department
 Miguel Pichardo
Miguel.Pichardo@miamidade.gov
 3071 SW 38th Ave
 Miami, FL 33233
 Office: (305) 665-7471

Lead Design Engineer:

Jacobs
 3750 NW 87th Ave, Suite 750
 Miami, FL 33178
 Office: (305) 718-0599

Prime Contractor:

RIC-MAN Construction Florida, Inc.

Responsible Parties:

Daniel LaCross, Project Manager
 Hector Meneses, Project Manager
 Brian Baribeault, General Superintendent
 Jeff Phillips, Superintendent

Scope of Work:

Design Build project of 54 inch, 48 inch, 36 inch and 30 inch Gravity Sewer Interceptors for Pump Station No. 3. Relocation of Pump Station No. 8.

Construction of approximately 4800 LF of 48" gravity sewer installed via micro tunnel in densely populated in downtown Miami. The project was under an aggressive timeline as current residential and mixed use developments are anticipated being on line by the end of the year.

American Society of Civil Engineers (ASCE) Florida Section in Miami-Dade Branch awarded Ric-Man Construction Florida, Inc. Project of the Year Category II award for outstanding engineering achieved on the project.

Utilities Installed on this Project:

- 600 LF Tunnel Drive
- 2,400 LF Tunnel Drive
- 1,300 LF Tunnel Drive
- 700 LF Tunnel Drive

Additional Information:

Percent Complete	100%
Contract Amount (At Time of Award)	\$11,017,000.00
Final Contract Amount	TBD
Value of Work as Prime Contractor	TBD
Value of Work for Subcontractor	TBD
Project Start Date	April 2014
Project Completion Date	November 2015

UAZ314, UAZ316 AND UAZ318 WATER AND SEWER IMPROVEMENTS

Broward County Water and Wastewater Services Project No. 9115/9068/9069

Location: Broward County, FL

Project Owner:

Broward County Water and Wastewater Services
Public Works Department
Water and Wastewater Engineering Division
Patrick MacGregor
pamacgregor@broward.org
2555 West Copans Road
Pompano Beach, FL 33069
Office: (954) 831-0745

Scope of Work:

Water and sewer improvements South of Griffin Road and North of Stirling Road and at the intersection of Griffin Road and SW 30th Ave.

Installation of new water main and sanitary sewer in neighborhood with complete roadway restoration and driveways and sidewalks.

Project Architect:

Chen Moore and Associates
Safiya Brea, PE
sbrea@chenmoore.com
500 West Cypress Road, Suite 630
Fort Lauderdale, FL 33309
Office: (954) 730-0707

Prime Contractor:

RIC-MAN Construction Florida, Inc.

Key Personnel:

Dan LaCross, Project Manager
Jeff Phillips, General Superintendent

Quantities Installed on this Project:

- 15,185 LF Sanitary Sewer
- 38,650 LF DIP Water Main
- 27 Tons DIP Fittings
- 108 Fire Hydrant Assemblies
- 234 Gate Valves
- 44,000 SY Asphalt Patch
- 54,350 SY Asphalt Pavement
- 1,450 Sidewalk Restoration

Additional Information:

Percent Complete	100%
Contract Amount (At Time of Award)	\$10,553,083.00
Final Contract Amount	\$11,048,220.66
Value of Work as Prime Contractor	\$
Value of Work for Subcontractor	
Project Start Date	May 2014
Project Completion Date	February 2016

SEAPORT & CONVENTION CENTER SECURITY IMPROVEMENT PROJECT

Broward County Seaport Engineering and Construction Division Project No. X1139006C1
 Location: Hollywood, FL

Project Owner

Broward County Seaport Engineering and Construction Division
 Claude Gentil, PE
CGENTIL@broward.org
 Project Manager
 1850 Eller Drive, 5th floor
 Fort Lauderdale, FL 33316
 Office: (954) 468-0141

Scope of Work

Construction of a secured and unsecured roadway sections, including grading, paving, drainage, lighting, pavement markings, etc. Construction of a new security checkpoint and the demolition of existing checkpoint with relocation of the Port security fiber optic network. Installation of a security mesh (screen) at the Northport Parking Garage. Improvements to NE 20th Street sally port and relocation of a dock access security gate.

Project Engineer

Craven Thompson & Associates, Inc.
 3563 NW 53rd Street
 Fort Lauderdale, FL 33309
 Doug Taylor, PE

Prime Contractor

RIC-MAN Construction Florida, Inc.

Responsible Parties

Dan LaCross, Project Manager
 Brian Baribeault, General Superintendent
 Jeff Phillips, General Superintendent

Utilities Installed on this Project

- 883 LF Sanitary Sewer
- 11,425 LF Curb and Gutter
- 5,722 SY Sod
- Security Checkpoint Booth
- 30,636 LF Thermoplastic Striping
- 26,859 SY Concrete
- 36,370 SY Asphalt

Additional Information

Percent Complete	100%
Contract Amount (At Time of Award)	\$14,896,656.50
Final Contract Amount	\$11,709,597.57
Value of Work as Prime Contractor	\$1,855,464.43
Value of Work for Subcontractor	\$9,854,133.14
Project Start Date	May 2014
Project Completion Date	March 2016

FLORIDA DEPARTMENT OF TRANSPORTATION

Florida Department of Transportation Contract Project No. E5W67
 Location: 4700 Kirkman Road, Orlando, FL

Project Owner

Florida Department of Transportation
 Orlando Construction Office
 Monaem Bouazizi
Monaem.Bouazizi@dot.state.fl.us
 133 S Semoran Blvd
 Orlando, FL 32807
 Phone: (407) 482-7814

Scope of Work

Desilting, joint sealing, lining, removing and replacing storm water piping on various State Roads; and removing and replacing mitered end sections on S.R. 438.

Project Address

Florida Department of Transportation

Prime Contractor

RIC-MAN Construction Florida, Inc.

Responsible Parties

John D'Alessandro, Project Manager
 Saul Rivera, Foreman

Quantities Included on this Project

- 1,049 LF Sanitary Sewer
- 3,888 LF Desilt Existing Drainage Pipe
- 3,650 LF RCP
- 312 DIP Water Main
- 2 Fire Hydrant Assemblies
- 26,859 SY Concrete
- 10,027 SY Asphalt
- 11,425 LF Curb and Gutter
- 30,636 LF Thermoplastic Striping
- 442 LF Guardrail
- 4,008 SY Sod

Additional Information

Percent Complete	100%
Contract Amount (At Time of Award)	\$2,340,785.00
Final Contract Amount	\$2,104,471.07
Value of Work as Prime Contractor	\$1,703,375.07
Value of Work for Subcontractor	\$401,096.00
Project Start Date	April 2014
Project Completion Date	December 2014

DIXIE CORRIDOR SEPTIC TO SEWER CONVERSION

City of Hollywood, FL Project No. 09-7047

Location: Hollywood, FL

Project Owner

City of Hollywood
 Department of Public Utilities
 Clarissa Ip, PE
 Project Manager
cip@hollywoodfl.org
 Phone: (954) 921-2985
 1621 North 14th Ave
 Hollywood, FL 33022

Scope of Work

Remove existing 700 LF of 6" water main. Furnish and install 11,000 LF of 8" sanitary main and 6" sanitary laterals. Furnish and install 2,000 LF of water main, 42 manholes, combination of valves, restoration of pavement, sidewalks, and curbing.

Project Engineer

EAC Consulting, Inc.
 5100 NW 33rd Ave, Suite 243
 Fort Lauderdale, FL 33309

Prime Contractor

RIC-MAN Construction Florida, Inc.

Responsible Parties

Daniel LaCross, Project Manager
 Jeff Phillips, General Superintendent
 Clyde Harding, General Superintendent
 Darryl David, Foreman
 Brian Baribeault, Foreman

Additional Information

Percent Complete	100%
Contract Amount (At Time of Award)	\$3,962,214.00
Final Contract Amount	\$3,914,017.72
Value of Work as Prime Contractor	\$2,350,306.87
Value of Work for Subcontractor	\$1,563,710.85
Project Start Date	August 2013
Project Completion Date	December 2014

Utilities Installed on this Project

- 11,387 LF PVC Sanitary Sewer
- 46 Manholes
- 1,649 LF PVC Water Main
- 2,500 SF Sidewalk
- 31,525 SY Milling and Replacing Asphalt
- 8,623 SY Asphalt Trench Restoration

RAW WATER MAIN – SECTION B

Boynton Beach Project No. 041-2821-12/DJL-13/14
 Location: Boynton Beach, FL

Project Owner

City of Boynton Beach
 Utilities Department
 Christopher Roschek
roschek@bbfl.us
 124 E Woolbright Rd
 Boynton Beach, FL 33435
 Direct Line: (561) 742-6413

Scope of Work

Furnish and install 9,000 LF of a 36" Ductile Iron Pressure Pipe including 89 LF of Jack and Bore, 11 Air Release valves and combination vacuum valves, restoration of pavement, sidewalks, and curbing.

Project Engineer

Erdman Anthony
 1402 Royal Palm Beach Blvd, Suite 500
 Royal Palm Beach, FL 33411

Prime Contractor

RIC-MAN Construction Florida, Inc.

Responsible Parties

Daniel LaCross, Project Manager
 Jeff Phillips, General Superintendent
 Clyde Harding, General Superintendent
 Darryl David, Foreman
 Brian Baribeault, Foreman

Performance Information

Percent Complete	100%
Contract Amount (At Time of Award)	\$3,112,000.00
Final Contract Amount	\$3,136,018.70
Value of Work as Prime Contractor	\$2,775,231.30
Value of Work for Subcontractor	\$360,787.40
Project Start Date	October 2013
Project Completion Date	July 2014

Materials Installed on this Project

- 9,100 LF of 36" DIP
- 31 Tons of Fittings
- 13,464 SY Replace and Restore Asphalt
- 11 Valves
- 1,655 LF Curb

2012

POMPANO BEACH NC-21 WATER MAIN AND DRAINAGE PROJECT

Pompano Beach Project No. 07-936
 Location: Pompano Beach, FL

Project Owner

City of Pompano Beach
 Utilities Department
 Alessandra Delfico
Alessandra.Delfico@copbfl.com
 1190 NE 3rd Ave, Building C
 Pompano Beach, FL 33060
 (954) 786-4144

Scope of Work

Furnish and install water main and drainage structure. Furnish and place paving, driveway and sidewalks.

Project Engineer

Peter Moore
 Chen Moore and Associates
 500 West Cypress Creek Road, Suite 410
 Fort Lauderdale, FL 33309
 (954) 730-0707

Prime Contractor

RIC-MAN Construction Florida, Inc.

Responsible Parties

Dan LaCross, Project Manager
 Fausto Rozon, Assistant Project Manager
 Jeff Phillips, General Superintendent
 Clyde Harding, General Superintendent

Quantities Installed on this Project

- 275 LF of 6" DIP Water Main
- 1,800 LF of 8" DIP Water Main
- 12 Valves
- 2 Tons of Fittings
- 4 Fire Hydrant Assemblies
- 6,530 SY of Topsoil and Sod

Additional Information

Percent Complete	100%
Contract Amount (At Time of Award)	\$1,188,472.25
Final Contract Amount	\$1,188,472.25
Value of Work as Prime Contractor	\$1,009,634.85
Value of Work for Subcontractor	\$179,107.40
Project Start Date	January 2013
Project Completion Date	June 2013

72" BUTTERFLY VALVES

Miami Beach Project No. 507.00.PW.37-09/10
 Location: Miami Beach, FL

Project Owner:

Miami Dade Water and Sewer Department
 Construction Management Division
 Pedro Virgil, GEC
vigilp@miamidade.gov
 Construction Project Supervisor 1
 Direct Line: (305) 205-5152
 3575 S. Le Jeune Road
 Miami, Florida 33146

Scope of Work:

Furnish and install two (2) 72 inch butterfly valves in 72" PCCP outside of the Alexander Orr water treatment plant. RIC-MAN Construction to apply for dewatering permit, ROW permit and FDOT ROW permit.

Removed existing 72" PCCP and installed two 72" butterfly valves and reconnected back to the 72" PCCP with shorts and adaptors.

Project engineer:

Same as Owner

Prime Contractor:

RIC-MAN Construction Florida, Inc.

Responsible Parties:

Daniel LaCross, Project Manager
 Fausto Rozon, Assistant Project Manager
 Jeff Phillips, General Superintendent
 Clyde Harding, General Superintendent
 Erik David, Foreman

Additional Information:

Percent Complete	100%
Contract Amount (At Time of Award)	\$744,539.32
Final Contract Amount	\$816,454.31
Value of Work as Prime Contractor	\$793,557.56
Value of Work for Subcontractor	\$22,896.75
Project Start Date	September 2012
Project Completion Date	January 2012

Utilities installed on this Project:

- +/- 80 LF of 72" PCCP
- 2 - 72" Butterfly Valves
- Miscellaneous water main valve relocation

SUNSET HARBOUR PUMP STATION 1 & 2

Miami Beach Project No. 507.00.PW.37-09/10
 Location: Miami Beach, FL

Project Owner:

Miami Beach – Public Works/ Engineering Division
 Hermes Diaz, P.E.
HermesDiaz@miamibeachfl.gov
 1700 Convention Center Drive, 4th Floor
 Miami Beach, FL 33139
 Office: (305) 673-7080
 Fax: (786) 394-4571

Scope of Work:

This project consists of drilling four (4) new wells, redevelopment of two (2) installation of six (6) structures, four being for new wells and two for additional drainage.

Installation of 475 linear feet of high pressure C-905 12" force main and 200 linear feet of A2000 Pipe connecting 2 drainage structures. Resurfacing and road restoration.

Project Engineer:

A&P Consulting Transportation Engineers
 Lazaro Ferrero, P.E.
 Senior Project Engineer
LFerrero@APCTE.com
 10305 N.W. 41 Street, Suite 115
 Miami, FL 33178
 Office: (305) 592-7283
 Fax: (305) 593-1594

Prime Contractor:

RIC-MAN Construction Florida, Inc.

Responsible Parties:

Daniel LaCross, Project Manager
 Fausto Rozon, Assistant Project Manager
 Jeff Phillips, General Superintendent
 Clyde Harding, General Superintendent
 Erik David, Foreman

Utilities installed on this Project:

- 6 Drainage Structures
- 475 LF of high pressure C-905 12" FM
- 200 LF of A2000 Pipe

Additional Information:

Percent Complete	100%
Contract Amount (At Time of Award)	\$359,230.68
Final Contract Amount	\$523,055.01
Value of Work as Prime Contractor	\$465,215.01
Value of Work for Subcontractor	\$57,840.00
Project Start Date	August 2012
Project Completion Date	November 2012

SUNRISE PEDESTRIAN CONNECTION

Miami Beach Project No. 530.00.PW.37-09/10
 Location: *Miami Beach, FL*

Project Owner:

Miami Beach – Public Works/ Engineering Division
 Elizabeth Wheaton
ElizabethWheaton@miamibeachfl.gov
 1700 Convention Center Drive, 4th Floor
 Miami Beach, FL 33139
 Office: (305) 673-7080
 Fax: (786) 394-4571

Project Engineer:

Schwebke Shiskin & Associates, Inc.
 3240 Corporate Way
 Miramar, FL 33025
 Office: (954) 435-7010
 Fax: (954) 438-3288

Prime Contractor:

RIC-MAN Construction Florida, Inc.

Responsible Parties:

Daniel LaCross, Project Manager
 Fausto Rozon, Assistant Project Manager
 Jeff Phillips, General Superintendent
 Clyde Harding, General Superintendent
 Erik David, Foreman

Materials Included on this Project:

- 100 LF HDPE exfiltration trench

Scope of Work:

This project was a streetscape beautification project, with custom light fixtures, custom removal bollards for emergency vehicles, exotic landscaping and intricate paver weaving. High grade changes to maximize drainage.

Approximately 100 feet of HDPE exfiltration pipe and Nyloplast drain basins. Flexi-pave all tree pits, with a healthy tree fertilizer system.

Additional Information:

Percent Complete	100%
Contract Amount (At Time of Award)	\$330,748.81
Final Contract Amount	\$331,948.81
Value of Work as Prime Contractor	\$151,424.76
Value of Work for Subcontractor	\$180,524.05
Project Start Date	June 2012
Project Completion Date	October 2012

UAZ207 – LIGHTHOUSE POINT 12” WATERMAIN AND 16” FORCEMAIN

Broward County Project No. 9090/ 9112
 Location: *Lighthouse Point, FL*

Project Owner

Broward County Water and Wastewater Services
 Mark Gabriel, P.E.
MGabriel@broward.org
 2555 West Copan Road
 Pompano Beach, FL 33069
 Office: (954) 831-0982
 Fax: (954) 831-0925

Project Engineer

Robert Wilson
Rwilson@broward.org
 Broward County Water and Waste Water Services
 2555 West Copan Road
 Pompano Beach, FL 33069
 Office: (954) 831-0901
 Fax: (954) 831-3025

Prime Contractor

RIC-MAN Construction Florida, Inc.

Responsible Parties

Daniel LaCross, Project Manager
 Fausto Rozon, Assistant Project Manager
 Jeff Phillips, General Superintendent
 Clyde Harding, General Superintendent
 Darryl David, Foreman
 Erik David, Foreman

Scope of Work

This project was within a residential neighborhood with a heavy traffic flow. Installation of in 4,500 linear feet of 16” Forcemain, two (2) conflict air release structures, while tapping three (3) plug valves into a live deteriorated Forcemain. Also, installation of 4,400 linear feet of Watermain, including 10” stainless steel custom fabrication bridge crossing Watermain.

This project was a complete restoration of a neighborhood with all utilities and roadway restoration, sidewalks and driveway connections. All required permits were obtained using RIC-MAN Construction’s staff.

Utilities Installed on this Project

- 4,225 LF Piping
- 4,540 LF PVC Piping
- 9 Gate Valves
- 4 Butterfly Valves
- 1.5 Ton Fittings
- 11,200 SY Asphalt
- 6,400 LF Thermoplastic Striping

Additional Information

Percent Complete	100%
Contract Amount (At Time of Award)	\$1,156,817.00
Final Contract Amount	\$1,147,154.78
Value of Work as Prime Contractor	\$836,008.28
Value of Work for Subcontractor	\$311,146.50
Project Start Date	May 2012
Project Completion Date	Dec. 2012

GOVERNMENT CUT UTILITY RELOCATION PROJECTS OCI

Project NO. DB10-WASD-01 ESP

Location: Port of Miami and Fisher Island, Miami, Florida

Project Owner

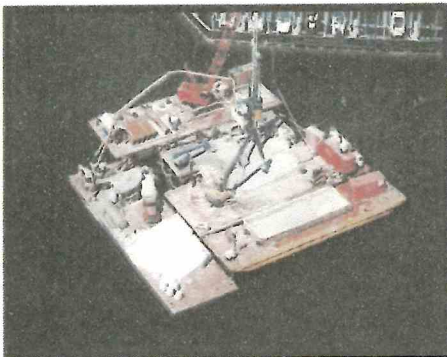
Gutierrez, Isaac A. (WASD)
IGUTI@miamidade.gov
 Miami-Dade Water and Sewer Department
 Engineering and Design Division
 3071 SW 38th Avenue
 Miami, FL 33146
 Office: (786) 552-8970

Lead Design Engineer

Trish Carney
pcarney@hazenandsawyer.com
 Hazen and Sawyer
 999 Ponce De Leon Boulevard, Suite 1150
 Coral Gables, FL 33134

Prime Contractor

RIC-MAN Construction, Inc.



Response Builders

Daniel Mancini, Senior Project Manager
 Steven Mancini, Senior Project Manager
 Eddie Mancini, Bond/ Insurance Requirements
 Duane Mullica, Quality Control
 Kirk Jarman, Quality Control
 Bill Parker, Safety Manager
 Daniel LaCross, Estimator/Project Manager
 Mo Garcia, Public Relations
 Jeff Phillips, Superintendent
 Brian Desynder, Superintendent

Scope of Work

Replacement of existing 54" sewage force main and 20" water main via microtunnel boring machine from Miami Beach to Biscayne Bay.

Design Build replacement (lowering in elevation) of MDWASD's existing 54-inch underground force main sanitary sewer by microtunnel methodology with a 60-in inside diameter force main from Fisher Island-Launch Shaft to a Retrieval Shaft south of the City of Miami Beach in water, within the Government Cut. Microtunnel drive; 1,200 LF was successfully performed at a 90 ft. below sea level.

Design Build replacement by emergency order Amendment No. 1. Ric-Man provided by MTBM methodology the replacement of MDWASD's existing 54-in force main with a 60-in inside diameter force main, from South Point Park within the City of Miami Beach to its Retrieval Shaft located south of the City of Miami Beach in water, within the Government Cut. Microtunnel drive; 700 LF was performed at a 63 ft. below sea level.

Design and installation details of the 1700 linear feet, 24-inch internal diameter high density polyethylene sub-aqueous water main pipeline installed by the horizontal directional drilling method (HDD) across Fisherman's Channel, submitted as an Alternate Proposal by the DESIGN-BUILDER in response to the RDBS and depicted in Exhibit C of the Contract. Maintenance of Traffic and temporary parking and transportation arrangements for Longshoremen at the Port of Miami. Staging Area layouts at the Port of Miami. Staging Area layouts at Fisher Island. Permanent and temporary easements at Fisher Island (Under final negotiation between DESIGN-BUILDER and Fisher Island). Open cut installation of +/- 480 LF of open cut installation of 60 inch PCCP along Washington Ave. in Miami Beach to the point of connection in South Pointe Park.

Design Build Institute of America awarded Ric-Man Construction, Inc. and Hazen Sawyer Team the Honor Award for Water/Wastewater for the project.

Additional Information

Percent Complete	100%
Contract Amount (At Time of Award)	\$45,885,191.07
Final Contract Amount	\$64,780,191.07
Value of Work as Prime Contractor	\$42,973,126.07
Value of Work for Subcontractor	\$21,807,065.00
Project Start Date	Apr. 2011
Project Completion Date	Dec. 2013

**NORTH COUNTY NEIGHBORHOOD IMPROVEMENT PROJECT
 BID PACKAGE NO. 13**

Location: Ft. Lauderdale, Florida

Project Owner:

Najla Elshami Zerrouki, P.E.
 Nelshami@broward.org
 Broward County Water & Wastewater Services
 2555 West Copans Rd.
 Pompano Beach, FL 33069
 (954) 831-0923

Project Engineer:

Miller Legg
 5747 North Andrews Avenue
 Fort Lauderdale, FL 33309

Prime Contractor:

RIC-MAN Construction, Inc.

Responsible Parties:

Daniel LaCross, Project Manager
 Jeff Phillips, Superintendent

Utilities included on this Project:

- 15,400 LF of DIP Water Main
- 3 Tons DIP Fittings
- 45 Gate Valves
- 20,300 LF of Sanitary Sewer
- 1,650 LF of 12" DIP Force Main
- 7,100 LF of RCP / HDPE Drainage
- 52,600 SY of Roadway Restoration

Scope of Work:

Installation of New water Main, Sanitary sewer, Drainage and Complete Neighborhood Improvement Project.

This project was within a residential neighborhood with a heavy traffic flow. Dewatering of the sanitary sewer was accomplished using Well points. The deepest cut range was 16' - 18' for the installation of the sanitary main at the connection to the new wet well. This project was a complete restoration of a neighborhood with all utilities and roadway restoration, sidewalks and driveway connections. All required permits were obtained using RIC-MAN Construction's staff.

Additional information:

Percent Complete	100%
Contract Amount (At Time of Award)	\$6,901,165.77
Final Contract Amount	\$6,642,652.49
Value of Work as Prime Contractor	\$3,225,507.33
Value of Work for Subcontractor	\$3,417,145.16
Project Start Date	Jan. 2011
Project Completion Date	March, 2013

**NORTH COUNTY NEIGHBORHOOD IMPROVEMENT
PROJECT BID PACKAGE NO. 12**

Location: Ft. Lauderdale, Florida

Project Owner:

Bernard Eugene
beugene@broward.org
 Broward County Water & Wastewater Services
 2555 West Copans Rd,
 Pompano Beach, FL 33069
 Office: (954) 831-0923

Project Engineer:

Miller Legg
 5747 North Andrews Avenue
 Fort Lauderdale, FL 33309

Prime Contractor:

RIC-MAN Construction, Inc.

Responsible Parties:

Daniel LaCross, Project Manager
 Jeff Phillips, Superintendent

Qualifies include as follows Project:

- 19,796 LF of DIP Water Main
- 7 Tons DIP Fittings
- 88 Gate Valves
- 18,030 LF of Sanitary Sewer
- 1,678 LF of 12" DIP Force Main
- 10,175 LF of RCP / HDPE Drainage
- 27,986 LF of Reclaimed water Main

Scope of Work:

This project was within a residential neighborhood with a heavy traffic flow. Dewatering of the sanitary sewer was accomplished using Well points. The deepest cut range was 18' - 20' for the installation of the sanitary main at the connection to the new wet well. This project was a complete restoration of a neighborhood with all utilities and roadway restoration, sidewalks and driveway connections. All required permits were obtained using RIC-MAN Construction's staff.

Installation of New water Main, Sanitary sewer, Drainage and Reclaimed Water Main Complete Neighborhood Improvement Project.

Additional Information:

Percent Complete	100%
Contract Amount (At Time of Award)	\$9,407,364.22
Final Contract Amount	\$9,242,779.90
Value of Work as Prime Contractor	\$6,032,614.54
Value of Work for Subcontractor	\$3,210,165.36
Project Start Date	May 2010
Project Completion Date	August 2012

48" WATER MAIN IMPROVEMENTS, ALTERNATE ALIGNMENT PHASE II

Location: Ft. Lauderdale, Florida

Project Owner:

Jorge Holguin
JHolguin@fortlauderdale.gov
 City of Ft. Lauderdale / Water Works 2011
 200 North Andrews Ave, Suite 300
 Ft Lauderdale, FL 33301
 (954) 522-2604

Scope of Work

Installation of 3,460 LF of owner Supplied 48" DIP Water Main with 3 ARV Valves & Structures. Due to the depth of the excavation dewatering along the pipeline path was required. Also a part of this project was the complete roadway restoration including driveways and swales.

This project was within a residential neighborhood with a heavy traffic flow. Part of this project was located with-in Broward County Right-of-Way all required permits were obtained using RIC-MAN Construction's staff.

Project Engineer:

Keith & Schnars for Water Works 2011
 6500 North Andrews Ave.
 Ft Lauderdale, FL 33309
 (954) 776-1616

Prime Contractor:

RIC-MAN Construction, Inc.

Responsible Parties

Daniel LaCross, Project Manager
 Jeff Phillips, Superintendent

Utilities Installed on this Project

- 3,460LF of 48" DIP Water Main
- 37 Tons of DIP Water Main Fittings
- 2 48" Butterfly valves
- 10 Sample Points

Additional Information

Percent Complete	100%
Contract Amount (At Time of Award)	\$1,192,804.65
Final Contract Amount	\$1,214,288.47
Value of Work as Prime Contractor	\$900,905.43
Value of Work for Subcontractor	\$313,383.04
Project Start Date	Jan. 2010
Project Completion Date	Sept. 2010

MIAMI SPRINGS CALCIUM CARBONATE DEPOSIT LAGOON CALCIUM CARBONATE REMOVAL

Location: Miami, Florida

Project Owner:

Juan Diaz
jediaz@miamidade.gov
Miami Dade Water & Sewer
3575 S Lejeune Rd
Miami, FL 33146
(786) 268-5076

Scope of Work

This project was located within a residential neighborhood and directly across the street from the Miami Springs High School. +/- 11,000 truckloads of material were removed from the site with zero accidents or incidents involving property damage or claims.

This project consisted of the removal of 182,000 cubic yards of calcium carbonate residual from an above ground storage lagoon located in the City of Miami Springs.

Project Engineer:

Miami Dade Water & Sewer
3575 South LeJeune Road
Miami, FL 33146
(786) 268-5076

Prime Contractor:

RIC-MAN Construction, Inc.

Responsible Parties:

Daniel LaCross, Project Manager
Jeff Phillips, Superintendent

Utilities Installed on this Project:

- 2" Reclaimed Water service
- Portable Truck wash for exiting vehicles

Additional Information:

Percent Complete	100%
Contract Amount (At Time of Award)	\$3,097,610.24
Final Contract Amount	\$3,097,610.24
Value of Work as Prime Contractor	\$3,072,074.24
Value of Work for Subcontractor	\$25,536.00
Project Start Date	Mar. 2009
Project Completion Date	May 2010

HILLSBORO STREETScape IMPROVEMENTS

Location: Deerfield Beach, Florida

Project Owner:

Charles DaBrusco
 CDaBrusco@deerfield-beach.com
 City of Deerfield Beach
 150 NE 2nd Avenue
 Deerfield Beach, FL 33441
 (954) 480-4270

Scope of Work:

This project took place on State Road 810 this is the major thoroughfare for the City of Deerfield Beach to get residents and visitors to and from the Beach access area.

Project Engineer:

Keith & Schnars for Water Works 2011
 6500 North Andrews Ave.
 Ft Lauderdale, FL 33309
 (954) 776-1616

The Hillsboro Streetscape Improvement project consisted of the complete Streetscape of Hillsboro Blvd. from US 1 to State Road A1A with drainage improvements, water main replacement, Brick Paver sidewalk, landscape with irrigation and hardscape including bus shelters, trash cans and benches. Also part of this project was the complete reconstruction of the roadway while maintaining access to all residents, business owners and public. The medians were realigned, new street lights were installed and the major intersections received new mast arms and traffic signals. This project also consisted of the complete burial of all FPL, Comcast and AT&T overhead lines converting the entire system to and underground looped system.

Prime Contractor:

RIC-MAN Construction, Inc.

Responsible Parties:

Daniel LaCross, Project Manager
 Jeff Phillips, Superintendent

Qualities installed on this Project:

- 1078 LF of 18" RCP Drainage
- 69 LF of 24" RCP Drainage
- 350 LF of 30" RCP Drainage
- 28 FDOT P-5 & P-6 Storm Inlets
- 2362 LF of 10" DIP Water Main
- 4 Live Water Main Taps Various Sizes
- 7100 LF of FPL Conduit with Hand Holes
- 13,100 LF of Comcast Conduits
- 10,200 LF of Bellsouth Conduits

Contract Information:

Percent Complete	100%
Contract Amount (At Time of Award)	\$5,111,500.25
Final Contract Amount	\$5,042,782.19
Value of Work as Prime Contractor	\$1,264,734.19
Value of Work for Subcontractor	\$3,778,048.00
Project Start Date	Aug. 2009
Project Completion Date	July 2012

SHADY BANKS SEPTIC AREA BASIN C

Location: Ft. Lauderdale, Florida

Project Owner

Jorge Holguin
 JHolguin@fortlauderdale.gov
 City of Ft. Lauderdale / Water Works 20111
 200 North Andrews Ave, Suite 300
 Ft Lauderdale, FL 33301
 (954) 522-2604

Project Engineer

Keith & Schnars for Water Works 2011
 6500 North Andrews Ave.
 Ft Lauderdale, FL 33309
 (954) 776-1616

Prime Contractor

RIC-MAN Construction, Inc.

Responsible Parties

Daniel LaCross, Project Manager
 Jeff Phillips, Superintendent

Utilities Installed on this Project

- 15,986 LF of 8" Gravity Sewer
- 70 Sanitary Sewer Manholes
- 303 Sanitary Sewer Service Laterals
- 1,800 LF of 8" Water Main
- 21 Water Services
- 5 Live Water Main Taps

Scope of Work

This project was within a neighborhood with a very vocal home owners association, RIC-MAN Construction received a letter of appreciation from the City of Ft Lauderdale in regards to the performance on this project.

The installation of +/- 16,000 LF of Sanitary Sewer and associated manholes (70). This project also included road reconstruction, including sidewalks, driveways & Swales with sod and other miscellaneous landscaping.

Additional Information

Percent Complete	100%
Contract Amount (At Time of Award)	\$3,493,703.41
Final Contract Amount	\$3,698,046.00
Value of Work as Prime Contractor	\$2,384,690.81
Value of Work for Subcontractor	\$1,313,355.19
Project Start Date	Dec. 2007
Project Completion Date	Oct. 2008

OVERTOWN - VENETIAN 138KV LINE TRANSMISSION LINE PROJECT

Location: Miami Beach, Florida

Project Owner:

Mitch Carpenter
mcarpenter@avisco.com
Florida Power & Light / Avisco
1005 Clarence Larson Drive,
Oak Ridge, TN 37830
(865) 276-1360

Project Engineer:

Jim Sells
(786) 236-5758
Florida Power and Light
Jacobs North America

Prime Contractor:

RIC-MAN Construction, Inc./ FPL

Responsible Parties:

Daniel LaCross, Project Manager
Jeff Phillips, Superintendent

Scope of Work:

This project was in the City of Miami Beach with very tight working conditions and a very vocal local resident that had a bad experience with a previous contractor working in the area.

On this project RIC-MAN Construction was a subcontractor to Avisco. RIC-MAN preformed the land side excavation for the installation of the 138KV Transmission line. RIC-MAN also performed the required restoration work.

Additional Information:

Percent Complete	100%
Contract Amount (At Time of Award)	\$389,370.00
Final Contract Amount	\$389,370.00
Value of Work as Prime Contractor	\$389,370.00
Value of Work for Subcontractor	\$0.00
Project Start Date	May 2009
Project Completion Date	July 2009

RECLAIMED WATER PIPELINE EXTENSION BROKEN SOUTH EAST

Location: Boca Raton, Florida

Project Owner:

Chris Helfrich
chelfrich@ci.boca-raton.fl.us
 City of Boca Raton
 1401 Glades Road
 Boca Raton, FL 33431
 (561) 338-7303

Scope of Work:

This project was within a corporate business center and along Lake Worth Drainage District easements. The directional on this project was performed under a busy 6 lane FDOT Roadway with a high profile fiber optic cable along the bore path.

Installation of +/- 5,000 LF of 20" Reclaimed Water Main with service stubs and a directional drill +/- 300 LF under Yamato Rd. Also included with in this scope of work was the restoration of sidewalk and roadway with tree removal and relocation.

Project Engineer:

Rebecca Travis / Mathews Consulting
 477 S Rosemary Ave, Suite 330
 West Palm Beach, FL 33401
 (561) 655-6175

Prime Contractor:

RIC-MAN Construction, Inc.

Responsible Parties:

Daniel LaCross, Project Manager
 Jeff Phillips, Superintendent

Utilities Installed on this Project:

- 5,000 LF of 20" Reclaimed Water Main
- 18 Tons of DIP Water Main Fittings
- 4 20" Butterfly valves
- 6 8" Service Stubs
- 2 Air Release structures
- 300 LF 20" Directional Drill

Additional Information:

Percent Complete	100%
Contract Amount (At Time of Award)	\$905,360.10
Final Contract Amount	\$951,783.37
Value of Work as Prime Contractor	\$634,407.25
Value of Work for Subcontractor	\$317,36.12
Project Start Date	Sept. 2008
Project Completion Date	Dec. 2008

13TH AVENUE DRAINAGE BASIN IMPROVEMENTS

Location: Lake Worth, Florida

Project Owner

John Lamb
 jlamb@lakeworth.org
 City of Lake Worth
 1900 2nd Ave.
 Lake Worth, FL 33460
 (561) 719-1623

Project Engineer

Anne Capelli/ Mock Roos & Associates
 5720 Corporate Way
 West palm Beach, FL 33407
 (561) 683-3113

Prime Contractor

RIC-MAN Construction, Inc.

Responsible Parties

Daniel LaCross, Project Manager
 Jeff Phillips, Superintendent

Utilities installed on this Project

- 127 LF of 66" RCP Drainage
- 100 LF of 48" RCP Drainage
- 80 LF of 36" RCP Drainage
- 370 LF of 18" RCP Exfiltration Trench
- 1 - 10' x 16' Nutrient Separating Baffle Box (NSBB)
- 1 - 8' x 14' Nutrient Separating Baffle Box (NSBB)
- 1 - 6' x 12' Nutrient Separating Baffle Box (NSBB)
- Miscellaneous water Main Adjustments

Scope of Work

This project was constructed in the middle of a residential neighborhood with ground water influence from the Intra-Coastal Water way (ICW).

Installation and replacement of large Diameter drainage and Installation of Nutrient separating Baffle boxes prior to the discharge of storm water into the Lake Worth Lagoon. Also included in this project was minor water main relocation to facilitate the installation of the large diameter drainage and exfiltration trench with associated structures.

Additional information

Percent Complete	100%
Contract Amount (At Time of Award)	\$866,483.00
Final Contract Amount	\$875,903.22
Value of Work as Prime Contractor	\$770,915.22
Value of Work for Subcontractor	\$104,998.00
Project Start Date	Feb. 2007
Project Completion Date	July 2007

NORTH EAST LARGE WATER MAIN

Location: Ft. Lauderdale, Florida

Project Owner

Jorge Holguin
JHolguin@fortlauderdale.gov
 City of Ft. Lauderdale / Water Works 20111
 200 North Andrews Ave, Suite 300,
 Ft Lauderdale, FL 33301
 (954) 522-2604

Project Engineer

CH2MHill for Water Works 2011
 800 Fairway Drive suite 350
 Deerfield Beach, FL 33441
 (954) 426-6112

Prime Contractor

RIC-MAN Construction, Inc.

Responsible Parties

Daniel LaCross, Project Manager
 Jeff Phillips, Superintendent

Utilities Lists Loc. on this Project

- +/- 10,000 LF of 12" DIP Water Main
- 14 Tons of DIP Water Main Fittings
- 15 Fire Hydrant Assemblies
- 45 Gate Valves
- 9 Tapping Sleeves and valves with 9 lives taps to active water systems
- 22 Sample Points

Scope of Work

This project was within the City of Lauderdale by the Sea the pipeline was installed along State Road A1A with heavy traffic flow. All FDOT required permits were obtained by Ric-Man's staff. The installation of the 12" Water main was accomplished during the hours of 9:00am to 4:00 PM due to FDOT permit requirements.

Installation of +/- 10,000 LF of 12" DIP Water Main, a Horizontal Directional Drill under Commercial Blvd. Roadway Restoration, sidewalk restoration, swales to include sod.

Additional Information

Percent Complete	100%
Contract Amount (At Time of Award)	\$3,262,318.10
Final Contract Amount	\$3,277,729.10
Value of Work as Prime Contractor	\$2,167,800.60
Value of Work for Subcontractor	\$1,109,928.50
Project Start Date	May 2007
Project Completion Date	Dec. 2007

INCA STORM WATER MANAGEMENT AND WATER MAIN REPLACEMENT

Location: Boynton Beach, Florida

Project Owner:

Paul Fleming
 FlemingP@bbfl.us
 City of Boynton Beach
 124 E Woolbright Rd
 Boynton Beach, FL 33424
 (561) 742-6400

Project Engineer:

Camp Dresser & Mckee Ana DeMelo
 1601 Belvedere Rd. Suite 211 South
 West Palm Beach, FL 33406
 (561) 689-3336

Prime Contractor:

RIC-MAN Construction, Inc.

Responsible Parties:

Daniel LaCross, Project Manager
 Jeff Phillips, Superintendent

Utilities installed on this Project:

- +/- 7,500 LF of HDPE Drainage
- 37 FDOT Ditch Bottom inlets and Manholes
- +/- 5,000 LF of 6" Water Main
- 11 Fire Hydrant Assemblies
- 20 Gate Valves
- 65 Water Services
- 5 Tapping Sleeves and valves with 9 lives taps to active water systems
- 7 Permanent Sampling Points

Scope of Work:

This project was within the City of Boynton Beach in an area of tidal influence with poor soil conditions directly adjacent to the Intracoastal Water Way (ICW).

Installation of +/- 7,500 LF of HDPE Drainage with FDOT ditch bottom inlets detention ponds with a storm water pump station without fall into the Intracoastal Waterway. 5,000 LF of 6" Water Main, 20,000 SY of new roadway new street lighting, landscape and irrigation.

Additional Information:

Percent Complete	100%
Contract Amount (At Time of Award)	\$4,130,907.00
Final Contract Amount	\$4,460,975.00
Value of Work as Prime Contractor	\$3,254,763.00
Value of Work for Subcontractor	\$1,235,912.00
Project Start Date	Jun. 2005
Project Completion Date	Aug. 2006

OCEAN WAY INFRASTRUCTURE

Location: Deerfield Beach, Florida

Project Owner:

Charles DaBrusco
CDaBrusco@deerfield-beach.com
 Dean Payne
DPayne@deerfield-beach.com
 City of Deerfield Beach
 150 NE 2nd Avenue
 Deerfield Beach, FL 33441
 (954) 480-4270

Project Engineer:

Robert McSweeney
 Keith & Associates
 301 East Atlantic Blvd
 Pompano Beach, FL 33069
 (954) 729-6872

Prime Contractor:

RIC-MAN Construction, Inc.

Responsible Parties:

Daniel LaCross, Project Manager
 Jeff Phillips, Superintendent

Scope of Work:

This project took place directly on Deerfield Beach This is the main beach for all Deerfield residents and visitors.

This project consisted of the complete Streetscape Improvement of the entire beach front area. The installation of class V Drainage wells (3) the installation of new drainage +/- 1,900 LF Water Main replacement 1,500 LF the installation of Beach showers, Entrance features, extensive Landscaping and hardscape, Street Light installation with protection for sea turtles a New Brick Paver Promenade 54,000 SF and a Complete Sound system.

Additional Information:

Percent Complete	100%
Contract Amount <small>(At Time of Award)</small>	\$2,722,897.19
Final Contract Amount	\$3,312,897.19
Value of Work as Prime Contractor	\$2,514,530.00
Value of Work for Subcontractor	\$7,98,367.19
Project Start Date	May 2004
Project Completion Date	July 2005

A1A S-CURVE

Location: Deerfield Beach, Florida

Project Owner

Charles DaBrusco
 CDaBrusco@deerfield-beach.com
 City of Deerfield Beach
 150 NE 2nd Avenue
 Deerfield Beach, FL 33441
 (954) 480-4270

Scope of Work

This project took place on State Road A1A directly across from the Beach Access for the City of Deerfield Beach.

This project consisted of drainage improvements along A1A +/- 504 LF of Exfiltration trench and associated structures the installation of new Street lighting, new brick Paver sidewalk 5,288 SF and landscaping.

Project Engineer

Keith & Schnars for Water Works 2011
 6500 North Andrews Ave.
 Ft Lauderdale, FL 33309
 (954) 776-1616

Prime Contractor

RIC-MAN Construction, Inc.

Responsible Parties

Daniel LaCross, Project Manager
 Jeff Phillips, Superintendent

Utilities Involved on this Project

- 304 LF of RCP Exfiltration Trench
- 200 LF of 18" RCP Drainage
- 5 FDOT Curb Inlets
- 1 FDOT Storm Manhole

Additional Information

Percent Complete	100%
Contract Amount (At Time of Award)	\$540,000.00
Final Contract Amount	\$540,000.00
Value of Work as Prime Contractor	\$373,245.00
Value of Work for Subcontractor	\$166,755.00
Project Start Date	May 2006
Project Completion Date	July 2006

ADDITIONAL PROJECT EXPERIENCE

Miami Dade Water and Sewer

2002	12"- 30" Sewer & Water	\$ 1,027,674.00
1998	24" Force Main	\$ 1,107,128.00
1997	32 nd Street Force Main	\$ 1,810,425.00
1997	1,324' 48" DIP With part micro Tunnel	\$ 2,946,073.00
1996	S-427 Dixie Highway Project	\$ 2,643,310.00
1995	5,000' 72" Pre-stressed	\$ 2,102,289.00
1995	5,000' 36" DIP Water Main	\$ 1,231,919.00
1995	48" Force Main	\$ 2,032,555.00

City of Miami

2002	6,560' 12" & 16" DIP 3,280' Direction Drilling	\$ 2,831,287.00
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City of Ft. Lauderdale

2000	6" - 14" Force Main w/Pump Stations	\$ 4,682,320.00
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South Central Regional Wastewater Board

1998	NW Reuse System Transmission	\$ 2,495,595.00
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Florida Department of Transportation

2002	Misc. Repairs Annual Contracts	\$ 1,169,652.00
2001	Misc. Repairs Annual Contracts	\$ 1,086,533.00

Broward County

2007	Highland Scrub County Park	\$ 1,013,743.03
2002	25,000' 12"- 36" Sewer & Water	\$ 8,045,604.00
2002	55,900' 8"-15" Sewer & Water	\$ 7,980,000.00
2001	54,500' 6"- 36" Sewer & Water	\$ 5,571,280.00

Village of Tequesta

2001	30,500' 6"-42" Sewer & Water	\$ 2,276,113.00
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Palm Beach County

2002	30,000m 450mm - 1800mm Sewer & Water	\$ 12,914,897.00
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City of Deerfield Beach

2004	Ocean Way Improvements	\$ 3,312,897.19
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Florida Power and Light

2011	Installation of +/- 1200' of 12" - 6" Conduit duck-bank encased in fluidized Thermal Backfill	\$ 494,140.00
2009	Landside excavation for the installation of 9¾" Steel Conduit	\$ 535,125.00

2010

OAKLAND-MACOMB INTERCEPTOR DISTRICT

Project Engineer, NTH Consultants – (313) 304-4616

\$28,825,480.00

2010 – Construction of 4 control access structures and 1 control access pump station Four of the five structures are cylindrical and one is rectangular. Three of the five structures are aligned within the International Transmission Co. (ITC) corridor. Control structures (CS) 5, 6, 8 & 9 are constructed within two-stage temporary Circular earth retention systems and range in diameter from 24’ I.S. to 72’ I.S. with depths ranging to 100’ below grade CS-7 has a rectangular temporary earth retention system 24’x24x I.S. diameter and is 54’below grade. Each CS is to receive reinforced cast-in-place concrete control/access structures.

2009

NORTH GRATIOT INTERCEPTOR – PHASE I, MICHIGAN

*Don Penrod, Macomb County Public Works Commissioner, Public Works Director
Anderson, Eckstein and Westrick, Inc., Project Engineer*

\$13,687,768.10

- 12,600 LF 66” Jack Pipe.

2007

DEARBORN CSO CONTROL PROJECT, CONTRACT #8, MICHIGAN

Godfrey Udoji, City of Dearborn, City Engineer

\$42,957,040.00

NTH Consultants, Inc., Project Engineer⁷

- 104’ Diameter, 158’ Deep Sinking Caisson – CSO Basin

NORTH GRATIOT INTERCEPTOR – LENOX LOCAL, MICHIGAN

Don Penrod, Macomb County Public Works Commissioner, Public Works Director

\$12,049,670.69

Spalding DeDecker, Inc., Project Engineer

- 29,300 LF of 15” to 48” Sanitary Sewer Interceptor in Open Cut and Tunnel 30’ Depth.

NORTH GRATIOT INTERCEPTOR – PHASE V, MICHIGAN

Don Penrod, Macomb County Public Works Commissioner, Public Works Director

\$2,115,527.29

Spalding DeDecker, Inc., Project Engineer

- 2,170 LF of 36” Sanitary Sewer Interceptor in Rib and Board Primary Linear Tunnel.

DEARBORN CSO CONTROL PROJECT, CONTRACT #4, MICHIGAN

Godfrey Udoji, City of Dearborn, City Engineer

\$13,171,773.00

Project Engineer, NTH Consultants. Inc

- 4,500 LF 114” Open Cut Sanitary Sewer.
- 1,500 LF 72” Jack Pipe Tunnel.
- 51’ and 31’ Diameter Capture Shafts and Pump Station.

	2005
EAST SIDE WATER MAIN PHASE II CONTRACT E, OHIO Christy Soncrant P.E., City of Toledo, Division of Engineering Services ARCADIS FPS, Inc., Project Engineer ▪ 530 LF of 110" TBM Mined Primary Linear (Rib & Lagging) in Clay Soil.	\$13,164,609.00
EAST SIDE WATER MAIN PHASE II CONTRACT B, MAUMEE RIVER TUNNEL, OHIO Christy Soncrant P.E., City of Toledo, Division of Engineering Services ARCADIS FPS, Inc., Project Engineer ¹⁰ ▪ 1600 LF 88" TBM Mined Hard Rock Tunnel (Bald) ▪ Two 100' Deep Drill and Blast Shafts	\$4,765,904.00
EAST SIDE WATER MAIN PHASE II CONTRACT A, OHIO Christy Soncrant P.E., City of Toledo, Division of Engineering Services ARCADIS FPS, Inc., Project Engineer	\$2,059,261.00
	2005
WOODBURY L73 TUNNEL, MINNESOTA Camp Dresser & McKee, Inc., Project Engineer Metropolitan Council Environmental Services, Mr. Jeffery Schwarz ▪ 8,080 LF of 96" primary liner tunnel with 72" finish, with wet well and related shafts and structures.	\$14,031,984.63
	2004
M-53 FREEWAY (CONTRACT # 50015-46273A-59684A), MICHIGAN Drew Buckner, Michigan Department of Transportation, MDOT, Macomb TSC ▪ Freeway Construction, 1.3 Million M3 Embankment Fill with Bridge and Paving Subcontracts.	\$32,606,332.17
	2003
DETROIT WATER AND SEWERAGE DEPARTMENT, DWSD, WS-606, MICHIGAN (SUBCONTRACTED) Gino D'Agostini, L.D'Agostini & Sons, Inc. ▪ Three 72" Tunnel Freeway and River Crossings, 704 LF	\$ 1,080,620.12
I-94 - 8 MILE RD. TO SIXTEEN MILE RD. (CONTRACT # 50111-43941), MICHIGAN (SURCONTRACTED) Dave Turner, C.A. Hull Co. Inc. ▪ Freeway Reconstruction, Roadway and Underground Removal and Reconstruction.	\$ 4,265.359.00
EAST SIDE 96" TRUNK WATER MAIN - PHASE I, OHIO Christy Soncrant P.E., City of Toledo, Division of Engineering Services James Williamson P.E., Project Engineer, Finkbeinder, Pettis & Strout, Inc. ▪ 954' of 132" and 372' of 108" TBM Mined, Primary Liner (Rib and Timber/Steel Lagging)	\$13,409,671.14

2002

MANHATTAN BOULEVARD RELOCATION, LUC PROJECT 325-02, OHIO
 Mark Mondora, Project Engineer, Ohio Department of Transportation, ODOT \$ 1,719,085.65
 Mark Shank, S.E. Johnson Co.

- 980LF of 72" RCP TBM Jack Pipe

EAST BROWN OLD WOODWARD CORRIDOR RELIEF PROJECT, MICHIGAN
 Dennis Dembiec, City Engineer, City of Birmingham \$ 1,955,274.42

James Surhigh, Project Engineer, Hubbell, Roth & Clark

- 470LF Sanitary Sewer of 60" RCP TBM jack pipe

CHERRY STREET SEWER SEPARATION, OHIO
 Doug Dariano, City Engineer, City of Perrysburg \$ 814,755.50

Jim Willainson, Engineer, Finkbeiner, Pettis & Strout

- 855' of 60" RCP TBM Jack Pipe Cherry St. Sewer Separation

SWAN CREEK INTERCEPTOR REPLACEMENT – DIVISION C, OHIO
 Scott Sibley P.E., City of Toledo \$ 5,507,207.65

Joseph Hotz P.E., Project Engineer, Jones & Henry Engineers, Ltd.

- 961' of 78" RCP
- 5,244' of 60" RCP
- 633' - 54" RCP TBM jack pipe

2001

WALLACE/STANLEY CORRIDOR RELIEF PROJECT, MICHIGAN
 Dennis Dembiec P.E., City of Birmingham \$2,360,026.36

James Surhigh P.E., Project Engineer, Hubbell, Roth & Clark, Inc.

- 1650lf - 60" RCP TBM jack pipe

GEORGE KUHN DRAIN, MICHIGAN
 William Klockow P.E., Chief Engineer Oakland County Drain Commission \$12,966,949.00

Thomas Biehl P.E., Engineer, Hubbell, Roth & Clark, Inc.

Glen Yrjanainen P.E., Engineer, Nowak & Fraus³⁰

- 1" - 126" - 66" Open Cut

PROJECT PHOTOS



FIGURE 1: REPLACEMENT/REHABILITATION OF 72" FORCE MAIN (2016)

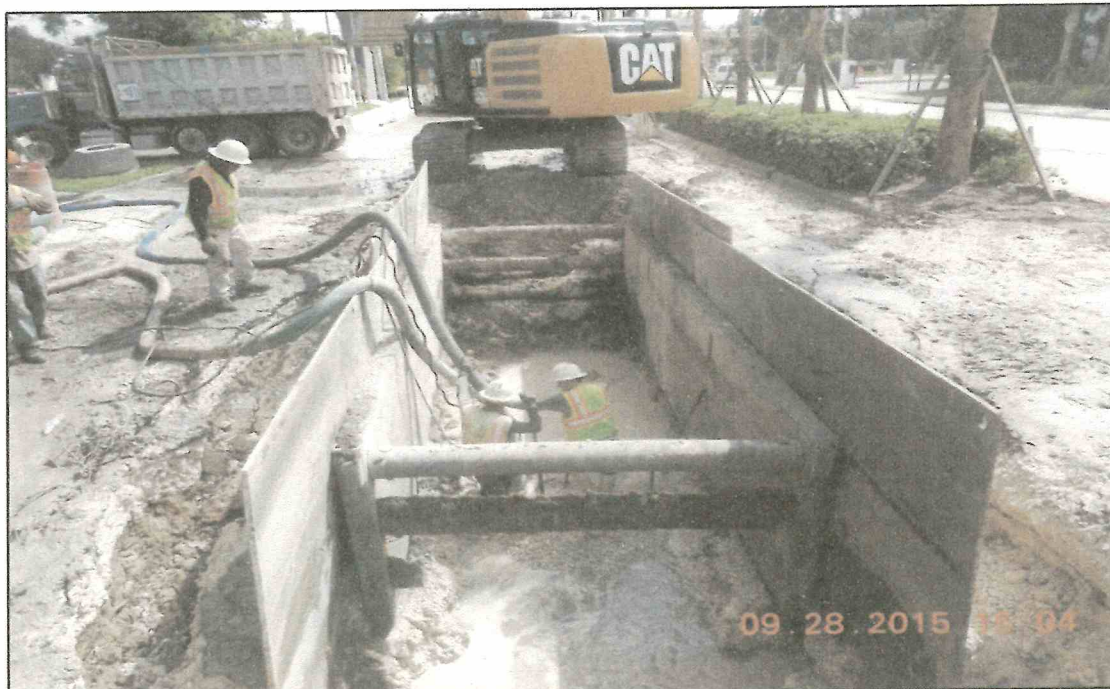


FIGURE 2: UAZ WATER AND SEWER IMPROVEMENTS, BCWWS (2015)

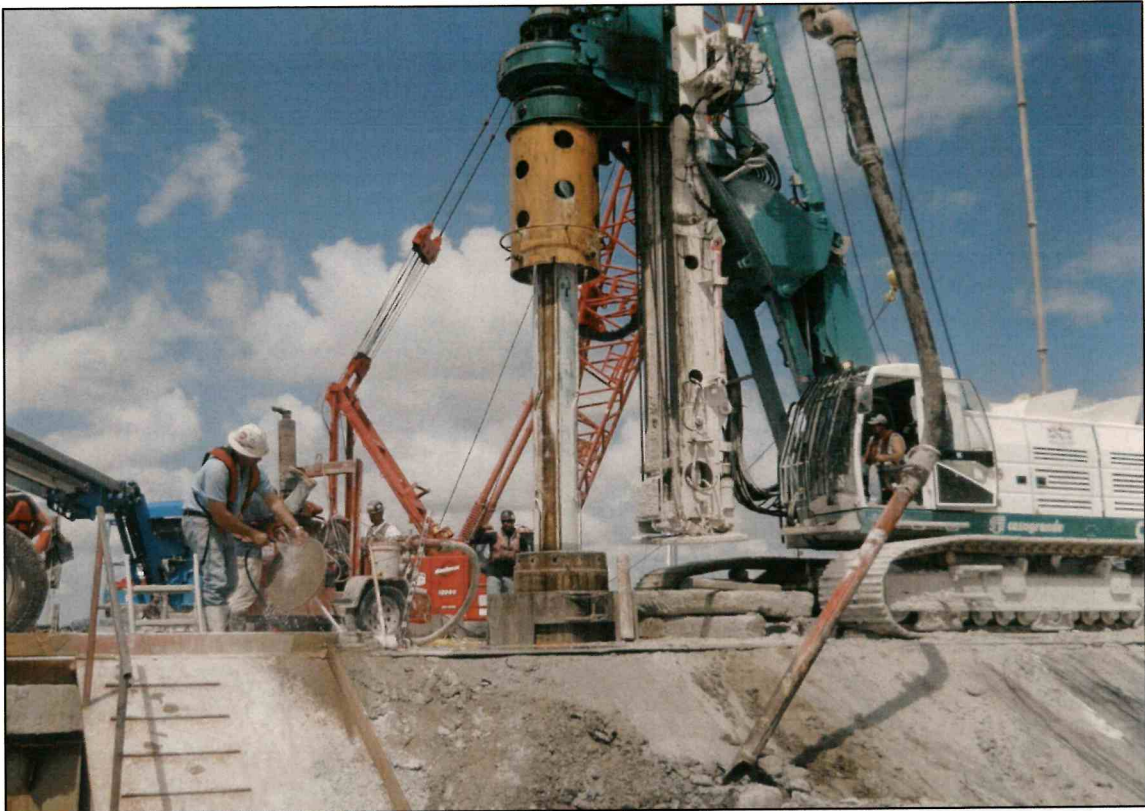


FIGURE 3: GOVERNMENT CUT UTILITY RELOCATION PROJECTS OCI, MDWASD (2012)



FIGURE 4: GRAVITY SEWER INTERCEPTOR FOR THE MASTER PUMP STATION NO. 3, MDWASD (2014)



FIGURE 5: SHENANDOAH AREA (PHASE A) (2015)



FIGURE 6: GRAVITY SEWER INTERCEPTOR FOR THE MASTER PUMP STATION NO. 3, MDWASD (2015)

PRE STRESSED CONCRETE CYLINDER PIPE PROJECTS

	2005-2007
EAST SIDE WATER MAIN PHASE II CONTRACT E, OHIO (2006-2007) <i>Christy Soncrant P.E., City of Toledo, Division of Engineering Services</i> <i>ARCADIS FPS, Inc., Project Engineer</i>	\$13,164,609.00
<ul style="list-style-type: none"> ▪ Open Cut & Tunnel (Grouted in Place) 66" PCCP & 72" PCCP ▪ 530 LF of 110" TBM Mined Primary Linear (Rib & Lagging) in Clay Soil ▪ 66" PCCP & 72" PCCP installed and grouted in place. 	
EAST SIDE WATER MAIN PHASE II CONTRACT B, MAUMEE RIVER TUNNEL, OHIO (2005-2006)	\$4,765,904.00
<ul style="list-style-type: none"> ▪ Maumee River Rock Tunnel with 48" PCCP Grouted in Place – 2,000+ LF ▪ 1600 LF 88" TBM Mined Hard Rock Tunnel (Bald) ▪ Two 100' Deep Drill and Blast Shafts 	
East Side Water Main Phase II Contract A, Ohio (2005-2006)	\$2,059,261.00
<ul style="list-style-type: none"> ▪ 42" PCCP ▪ 48" PCCP ▪ 60" PCCP ▪ Totaling 5,100 +/- LF 	
EAST SIDE WATER MAIN (PHASE II)	\$19,989,774.00



FIGURE 7: 48" PCCP GROUDED IN PLACE (CONTRACT B)

001 1005

113,109,87,114

EAST SIDE 96" TRUNK WATER MAIN - CASE

City of Toledo, Ohio, Ms. Christy Soncrant P.E. (419) 245-1395

Project Engineer, FPS Arcadis (419) 473-1121

- 12,000+ lf - 96" PCCP
- 954lf - 132"
- 372 lf - 108"
- TBM mined, primary liner (rib & timber lagging & rib & steel lagging)
- 96" PCCP & 72" PCCP installed and grouted in place.

002 1006

113,109,87,114

MICHIGAN AVE TRANSMISSION FORCE MAINS - CASE

Western Township Utilities Authority

Consulting Engineer, Ayres, Lewis, Norris & May (now Spantec) - (734) 761-1010

- Michigan Ave. Transmission Mains
- 96,000 LF of 30" PCCP, 36" PCCP and 60" PCCP



FIGURE 8: 66" PCCP WITH CONCRETE CRADLE

Emergency Repairs

EMERGENCY TAPPING CONNECTION ON THE 84-INCH PRE-STRESSED CONCRETE CYLINDER PIPE <i>Miami Dade Water and Sewer Department</i> <i>Alex Valdes, Project Manager</i> <i>Emergency tapping connection on the 84-inch pre-stressed concrete cylinder pipe between Grit Chamber 1 and 2.</i>	2015 \$688,343.75
EMERGENCY WORK ON 36-INCH WATER MAIN IN NW 140 ST FOR HIALEAH REVERSE OSMOSIS PLANT (PO139) <i>Miami Dade Water and Sewer Department</i> <i>Nelson Cespedes, Project Manager</i> <i>Emergency work on 36" water main along NW 170th St for Hialeah Reverse Osmosis Plant and construction of one access manhole over a 48 inch PCCP main including restoration of pavement, sidewalks, curbing and landscape.</i>	2014 \$424,614.22
BIRD ROAD AT SW 67 TH AVE AND SW 87 TH AVE, FLORIDA (ERT1 MANWAYS) <i>Miami Dade Water and Sewer Department</i> <i>Nelson Cespedes, Project Manager</i> <i>Emergency construction of two access manhole structures on existing 48" pre-stressed concrete Water transmission main on Bird Road, one at SW 67th Avenue and the other at 87th Avenue.</i>	2013 \$92,146.42
NW 57 TH AVE W 33 RD STREET, FLORIDA (ERT2 8 INCH BLOWOFF) <i>Miami Dade Water and Sewer Department</i> <i>Nelson Cespedes, Project Manager</i> <i>Emergency relocation of existing blow off assembly on the 54 inch transmission main at NW 57th</i>	2013 \$43,992.55
C-13 CANAL WATERMAIN BREAK, FLORIDA <i>Water and Wastewater Engineering Division</i> <i>Jorge Orozco, Project Manager II</i> <i>22" Watermain Break under surge of pressure, shot gallons of water under mining FDOT road, repaired with flow able fill, concrete thrust blocked main and pier capped, with air release valve at the water main break.</i>	2012 \$46,825.47
MANHOLE COLLAPSE, FLORIDA <i>City of Deerfield</i> <i>Charles DaBrusco, Project Engineer</i> <i>Repair Manhole that had deteriorated with heavy flows when the manhole fell apart it crushed the 3 main lines entering mans had to repair all three</i>	2011 \$44,180.13
SANITARY LINE REPAIR, FLORIDA <i>City of Deerfield</i> <i>Charles DaBrusco, Project Engineer</i> <i>Repaired Sanitary line that was hit by an Horizontal Directional Drill +/- 10'</i>	2011 \$20,287.47
MANHOLE COLLAPSE, FLORIDA <i>City of Lighthouse Point</i> <i>Art Graham, Project Manager</i> <i>Repair Manhole that had deteriorated with heavy flows when the manhole fell apart it crushed the 3 main lines entering mans had to repair all three</i>	2011 \$15,287.47

<p>4831 RAVENSWOOD, FLORIDA <i>Water & Wastewater Engineering Division</i> <i>Jorge Orozco, Project Manager II</i> Damaged by others, repair of 12" RCP pipe and restoration of 2" Asphalt final lift with a 12" Lime rock base, and restoring the landscaping over the damaged area.</p>	<p>2010 \$33,492.48</p>
<p>SW 10TH STREET, FLORIDA <i>FDOT, City of Deerfield</i> <i>Charles DaBrusco, Project Engineer</i> Repaired a water main that caused that a sink hole.</p>	<p>2010 \$20,838.23</p>
<p>2500 NE 36TH STREET, FLORIDA <i>Water & Wastewater Engineering Division</i> <i>Jorge Orozco, Project Manager II</i> Damaged by others, repair of centrifugal pump of sanitary sewer and restoration of 2" Asphalt final lift with a 12" Lime rock base.</p>	<p>2009 \$21,421.96</p>
<p>3410 NW 35TH STREET, FLORIDA <i>Water & Wastewater Engineering Division</i> <i>Jorge Orozco, Project Manager II</i> Repair of a collapsed 14", 10", 6" and 4" diameter sanitary sewer. The repair area was through a residential neighborhood.</p>	<p>2009 \$19,136.27</p>
<p>2500 NE 36TH STREET, FLORIDA <i>Water & Wastewater Engineering Division</i> <i>Jorge Orozco, Project Manager II</i> Damaged by others, repair of centrifugal pump of sanitary sewer and restoration of 2" Asphalt final lift with a 12" Lime rock base.</p>	<p>2009 \$21,421.96</p>

RESIDENTIAL SANITARY SEWER REPAIR, MICHIGAN

2005

City of Grosse Pointe Shores

\$164,175.00

Hubbell Roth & Clark, Inc., Project Engineer

Repair of 8" and 12" diameter sanitary sewer, which collapsed. The repair area was through a residential neighborhood and was made under flow.

36" PCCP TRANSMISSION MAIN REPAIR, MICHIGAN

2005

Southeastern Oakland County Water Authority

\$64,722.50

John Shandavel P.E., Project Engineer

36" main was accidentally penetrated and breached during a gas main installation. The repair area was within a busy commercial / retail intersection and lane closures were required. Also the main was in a concrete encased thrust restraint section. One short section, an elbow and closure piece were replaced. The main was re-encased and the surface improvements repaired.

GARFIELD AND 21 MILE ROAD 48" INTERCEPTOR SEWER REPAIR, MICHIGAN

2005

Macomb County Public Works Commissioner

\$1,080,620.00

Don Penrod, Public Works Director

This interceptor serviced the entire northern portion of Macomb County. Failing joints allowed silt to infiltrate the sewer creating a void around the pipeline causing it and the above intersection roadway to settle. Two by-pass pumping systems were set up to re-direct both dry weather and emergency wet weather flows. Lane closures were established and the traffic signal system reconfigured. A dewatering system was installed and the unstable soils were pressure grouted to arrest the settlement. A custom designed braced earth retention system was constructed enclosing the failed area and the failed pipe and junction structure removed. The pipeline was replaced with Hobas CCF pipe along with slip lining a downstream section of 54" pipe. The bracing system was then removed and intersection reconstructed.

36" PCCP LEAK REPAIR AND 30" BUTTERFLY VALVE REPLACEMENT, MICHIGAN

1994

Detroit Water and Sewerage Department

\$110,000.00

James Heath (Retired), Ramesh Shukla P.E., Project Engineer

These repairs were required to be completed during a weekend within a 24 hour shut down window. Temporary by-pass traffic lanes were constructed around the repair areas. The joints were repaired by welding after the diaper covers were removed by chipping. The in line butterfly valve was removed and replaced within a vault.

96" AND 54" TRANSMISSION MAIN JOINT REPAIR, MICHIGAN

1990

Detroit Water and Sewerage Department

\$148,048.00

James Heath (Retired), Ramesh Shukla P.E., Project Engineer

The 96" pipeline is a major system feed pipeline from the Lake Huron intake and the repairs were made while under pressure within a custom designed braced earth retention system. The 54" repair was within a busy intersection, which required lane closures and traffic shifts. The repairs were accomplished by welding the failed joints.

CURED IN PLACE PIPE PROJECTS

SEASIDE PLAZA STORMWATER MAINTENANCE PROJECT

Gomez Construction Company

Orlando, Florida

Approximately 400' LF of 36" x15 mm Cured in Place Pipe liner in an existing 36" storm sewer.

2016
\$106,400.00

STORM DRAIN PIPE LINING REHABILITATION

City of Ormond Beach

Ormond Beach, Florida

Rehabilitating 67 LF of 15", 305 LF of 18", 510 LF of 24", 418 LF of 30" and 980 LF of 48" storm pipe.

2016
\$357,770.00

1-DRIVE UTILITY IMPROVEMENTS, WESTWOOD BLVD SOUTH TO WESTWOOD BLVD NORTH

Hubbard Construction Company

Orange County Florida

Cured-In-Place Pipe Rehabilitation for 15" and 18" sanitary sewer.

2016
\$436,569.75

CAPE CORAL DRAINAGE ANNUAL CIPP CONTRACT

City of Cape Coral

Cape Coral, Florida

Annual contract for lining of storm water drainage pipe.

2016
\$700,000.00
Annually

NORTHWESTERN WATER AND SEWER DISTRICT - SS-100 TRACY ROAD TRUNK SEWER REHAB

Northwestern Water and Sewer District

Bowling Green, Ohio

Rehabilitation of cured-in-place pipe repairs to 3,500 LF of 60-inch sanitary sewer, removal of 620 LF of existing failed liner, manhole modifications, cleaning and chemical grout repairs to selected sections of 60-inch sanitary sewer.

2016
\$2,528,420.00

SOUTHSIDE INTERCEPTOR SEWER LINING PROJECT, PHASE III

City of Ann Arbor Michigan

Ann Arbor, Michigan

Rehabilitating sewer pipe for 5,600 LF of 36" and 5,366 LF of 42".

2016
\$2,048,872.00

FLORIDA LIGHTHOUSE POINT - 16" FORCE MAIN EMERGENCY REPAIRS

Broward County Water and Wastewater Services

Light House Point, Florida

Emergency repair of 16" force main along with CIPP liners of 715 LF of 16". Complete removal and replacement of resident's paver driveway as a result of force main repair on property.

2015
\$508,373.99

STORM DRAIN AND SANITARY SEWER PIPE LINING REHABILITATION

City of Ormond Beach

Ormond Beach, Florida

Furnishing and installing CIPP lining for 340 LF of 10", 621 LF of 15", 429 LF of 24", 280 LF of 30", 770 LF of 42", 509 LF of 48" and storm drain pipe of various size and 2,215 feet of 8-inch sanitary sewer pipe.

2015
\$449,771.00

REMOVE AND REPLACE STORM WATER PIPING ON VARIOUS STATE ROADS

Florida Department of Transportation

2014

Orlando, Florida

\$2,290,785.00

Desilting, joint sealing, lining, removing and replacing storm water piping on various State Roads and removing and replacing mitered end sections on SR 438. Installed CIPP liner of 3,276 LF for 18", 3,017 LF of 24", 2,578 LF of 30", 142 LF of 36", 944 LF of 42", 582 LF of 54" and 1,395 LF of 78".

MADISON METROPOLITAN SEWER DISTRICT

Madison Metropolitan Sewer District

2014

Madison, Wisconsin

\$1,027,830.00

Clean/CCTV, sewage bypass pumping of existing 48" transmission sewer. Installed CIPP liner of 2,097 LF for 48" piping.

MIDD MIDDLEBELT TRANSPORT AND STORAGE TUNNEL

Oakland County Water Resource Commissioner

2014

Oakland County, Michigan

\$112,659.00

Installed CIPP liner of 352 LF for 36" piping and 336 LF for 24" piping.

35052 FDOT ORANGE COUNTY

Florida Department of Transportation

2013

Orange County, Florida

\$1,119,636.00

Pipe desilt, joint sealing and lining on various roads. Installed CIPP liner of 48 LF for 15", 135 LF of 18", 366 LF of 24", 200 LF of 30", 1,036 LF of 36", 783 LF of 48", 909 LF of 54" and 813 LF of 60".

SR519 DRAINAGE IMPROVEMENTS

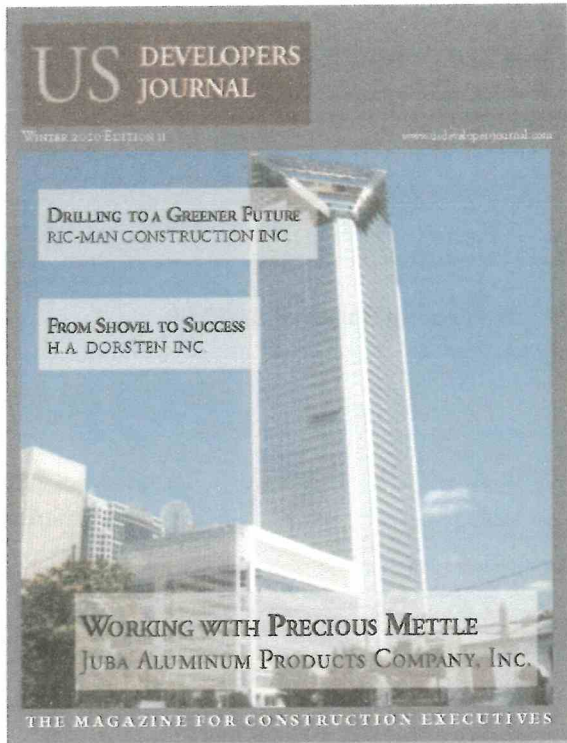
Florida Department of Transportation

2012

Cocoa Beach, Florida

\$1,073,026.00

Drain Improvement: Pipe lining and structure repair from North of Barton Avenue to South of Pinson in Brevard County, Florida. Installed CIPP liner for 538 LF of 18", 1,049 LF of 24", 1,069 LF of 30", 1,031 LF of 36", 268 LF of 42" and 238 LF of 48".



PUBLICATIONS

US Developers Journal
Winter 2010, Edition II

Drilling to a Greener Future
RIC-MAN Construction Inc.

Produced by James Tingley
Written by Molly Cohen

MIA

Drilling to a Greener Future Ric-Man Construction Inc.

Produced by James Tingley & Written by Molly Cohen

The Miami South Beach area is a hotbed of the construction industry, according to Steven Maccioni, president of Ric-Man Construction Inc., in Surfside Heights, Fla. "My father was a hard worker and had the desire to be an entrepreneur," Maccioni says. "He came from a poor area of New York, but he worked hard and he did the heavy civil construction and road and bridge development. He started small with a shovel and a wheelbarrow."

Inland, Maccioni Maccioni founded Ric-Man Construction in 1980, later adding a separate property development division, and he gained along not only a company, but also the value of a job well done. "I certainly gained a sense of pride working with my father. I started full time during the summer when I was 22, and I soon learned another job, civil, and one division who have been involved in the industry. "You never expect a paycheck outside of Ric-Man and I'm proud of it."

With experience, both Ric-Man Construction of the Grand Old Key and a Florida office in single work. "The Florida operation although it is part of the same company as a separate entity," explains Maccioni. "We follow the old style of business, hands-on, so that a job we need to see and handle our own clients." Maccioni explains.



REFERENCES

Reference No.	Contact	Phone Number
1	Charles DaBrusco CDAbrusco@deerfield-beach.com City of Deerfield Beach 150 NE 2 nd Avenue, Deerfield Beach, FL 33441	(954) 480-4270
2	Jorge Holguin/ Paul Bohlander JHolguin@fortlauderdale.gov City of Fort Lauderdale 200 North Andrews Avenue Suite 300, Ft. Lauderdale, FL 33301	(954) 522-2604
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4	Pat MacGregor pamacgregor@broward.org Broward County Water & Wastewater Services 2555 West Copans Rd. Pompano Beach, FL 33069	(954) 831-0904
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8	John Lamb jlamb@lakeworth.org City of Lake Worth 1900 2 nd Avenue, Lake Worth, FL 33460	(561) 719-1623
9	George Aguiar George.Aguiar@miamidade.gov Miami Dade Water and Sewer 3575 South Lejeune Road, Miami FL 3314	(786) 268-5191

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Reference No.	Contact	Phone Number
1	Hubbell Roth & Clark, Inc.	(248) 454-6300
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22	Joseph Hotz P.E.	(419) 473-9611
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24	Thomas Biehl, P.E.	(248) 338-2592
25	Glen Yrjanainen, P.E.	(248) 332-9931

EQUIPMENT LIST

Item No.	Equipment Description	Equipment Type	Make	Model	Year
A-101	IR600 Air Compressor	Air Compressor	Ingersoll Rand	600	
A-106	Ingersoll Rand 185CFM	Air Compressor	Ingersoll Rand	XP185WJD	2001
A-107	Champion Air Compressor	Air Compressor	Champion	HRA15-12	
A-108	Ingersoll-Rand Air Compressor	Air Compressor	Ingersoll Rand	XP750WCU	2006
A-109	Air Compressor	Gas Compressor	Kohler	2475	2007
A-110	Air Compressor	Gas Compressor	Rol-Air	2HK28	
A-112	Air Compressor	Gas Compressor	Honda	8422HK30	2010
A-113	Air Compressor	Diesel Compressor	Sullair	185DPQ-Cat	2005
A-114	Ingersoll Rand Air Compressor	Air Compressor	Ingersoll Rand	P185WJD	2011
A-115	Ingersoll Rand Air Compressor	Air Compressor	Ingersoll Rand	P185WJD	2011
A-116	Inger Rand Compressor/Doosan Trailer	Compressor/Trailer	Inger Rand/Doosan International	C185WKU/N.A.	2010/2010
A-204	Wanco Arrow Board	Arrow Board	Wanco	15LT	2014
A-205	Wanco Arrow Board	Arrow Board	Wanco	15LT	2014
A-830	Gas Detector	Gas Detector	Industrial Scientific	M40	2010
B-110	Kubuta L2900	Broom Tractor	Kubuta	L2900	2000
B-114	New Holed Tractor	Tractor	New Holland	T1520	2008
B-115	CAT 420F Backhoe	Backhoe	CAT	420F	2013
B-116	Sweeper Broom	Sweeper Broom	John Deere	5045D	2014
B-117	CAT 420F Backhoe	Backhoe	CAT	420F	2015
B-303	Hydrostatic Broom	Broom	Lay-Moro	8HC	2006
B-304	Broce Broom	Broom	Broce	RCT350	2007
B-500	Efficiency Trench Box	Trench Box	Efficiency	8x26	1979
B-501	Efficiency Trench Box	Trench Box	Efficiency	8x28	1979
B-502	Efficiency Trench Box	Trench Box	Efficiency	8x26	1980
B-503	Efficiency Trench Box	Trench Box	Efficiency	8x26	1990
B-504	Efficiency Trench Box	Trench Box	Efficiency	8x26	1983
B-505	Efficiency Trench Box	Trench Box	Efficiency	8x26	2000
B-506	Efficiency Trench Box	Trench Box	Efficiency	8x26	2001
B-507	Efficiency Trench Box	Trench Box	Efficiency	8x26	2001
B-508	Efficiency Trench Box	Trench Box	Efficiency	8x26	2001
B-509	Trench Box 4x20	Trench Box 4x20	Pro-Tech	PAL4-4	2005
B-510	Trench Box	Trench Box	Speed Shore	TS0824DW	2006
B-511	2 -Trench Boxes	2 - Trench Boxes	Pro-Tech	9x16 10x24	2006
B-513	Trench Box	Trench Box	Efficiency	HDHT6-624-22	2011

Item No.	Equipment Description	Equipment Type	Make	Model	Year
B-514	Trench Boxes	Trench Boxes			
B-515	RM-Trench Box	Trench Box	Home Made		
B-601	Material Stone Box				
B-602	Material Stone Box				
B-603	Material Stone Box				
B-604	Material Stone Box				
B-605	Stone Mizer	Rock Box	Efficiency		
B-701	(48) 8'x20' Steel Plates				
B-702	8'x15' Steel Plate				
B-703	(3) 8'x10" Steel Plates				
B-900	SLS Tunnel Navigation System				
B-909	Bucket for E-125	Excavator Bucket			
B-914	Decker 114" TBM	Decker 114" TBM	Decker	114"	
B-920	Lovat 120" TBM	Lovat 120" TBM		2300	
B-921	Concrete Bucket	Concrete Bucket	Gambro	0462G	
B-932	32" American Augers Micro Tunneling	32" Augers Micro Tunneling	American Augers	32"	1990
B-948	TBM 61" OP	RM-Ohm	TBM 61" OP	48" Pipe	
B-974	Technicore 74"	Technicore 74"			
B-975	Robbins TBM 83" Cutter Head	Cutter Head	Robbins	83" Cutter Head	
B-978	Scott 99" TBM	Scott 99" TBM	Scott	78"	
B-980	Robbins Cutter Head for B-920	Cutter Head	Robbins		
B-996	Technicore SG95	Technicore SG95			
B-999	Hydraulics Motors 3				
C-103	Northwest 95 Crane	Northwest Crane			1961
C-105	Northwest 190D Crane	Northwest Crane	Northwest	190D-WT-SR	1971
C-110	Manitowoc Crane 222 Series	Crane	Manitowoc	222 Series B	2000
C-151	Loraine LRT 450	Crane	Lorain	LRT450	1983
C-152	Lima Crane	Crane	Lima	700-TC	1980
C-153	Manitowoc Crane	Crane	Manitowoc	1200	2008
C-155	Link-Belt Crane	Crane	Link-Belt	LS218HII	
C-156	Rough Terrain Crane	Terrain Crane	Terex Crane	RT665	2005
C-201	Cement Mixer	Cement Mixer			
C-202	65cm Mixer	Mixer	Stone	65CM	2000
C-203	Cement Mixer	Cement Mixer		65CM	2001
C-204	Stone Mixer 65CM	Mixer	Stone	65CM	2002
C-205	Stone Cement Mixer	Cement Mixer	Stone	65CM	

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Item No.	Equipment Description	Equipment Type	Make	Model	Year
C-206	Stone Cement Mixer	Cement Mixer	Stone	65CM	
C-207	Concrete Mixer	Concrete Mixer	Multiquip	MC64SH8	2011
C-208	Portable Silo	Portable Silo	Mobile Tech	MT-200LP	2011
C-209	Concrete Mixer	Concrete Mixer	Reiner	RA850-25	2011
C-210	Concrete Mixer	Concrete Mixer	Multiquip/Whiteman	MC94-SH8	2014
C-211	Concrete Mixer	Concrete Mixer	Multiquip/Whiteman	MC94-SH8	2014
C-212	Concrete Mixer	Concrete Mixer	Whiteman	9CF	2015
C-213	Grout Mixer Twin Tub 175 gallon	Grout Mixer	Home Made		
C-301	Morbark Chipper	Chipper	Morbark	Eager Bver	1985
C-402	Arrow Breaker	Breaker	Arrow	HJ1350	1995
C-403	Arrow Drop Hammer	Drop Hammer	Arrow	1350	1996
C-906	Manitowac 40' Boom Section	Boom Section	Manitowac		
D-102	CAT D4D Dozer	Dozer	Caterpillar	D4D	1967
D-108	CAT D6D	Dozer	Caterpillar	D6D	1986
D-109	CAT D6H LGP Dozer	Dozer	Caterpillar	D6H LGP	1986
D-116	CAT D6M LGP	Dozer	Caterpillar	D6M LGP	1999
D-117	CAT D6	Dozer	Caterpillar	D6M	1999
D-118	John Deere 650J	Dozer	John Deere	650J	2006
D-502	CAT D5C Series III LGP	Dozer	Caterpillar	D5C	1999
D-902	Cat 8 Ripper Series		Caterpillar		
D-903	Hain Crane Mounted Drill Rig	Drill Rig	Hain	471/3531-3	1992
D-904	Hain Drill Augers 48", 60" & 84"	Drill Augers	Hain		
D-905	Hain 9ft Drill Fixture	Drill Fixture	Hain		
D-906	CAT Auger	Auger	Caterpillar	RX800	2005
D-907	Terex Texoma 800 Drill Rig	Drill Rig	Terex	Texoma 800	1994
D-908	Kelly Bar 5 1/2 " 50'	Drill Rig	Kelly Bar		
D-909	Casagrande M9-1A	Drill Rig	Casagrande	M9-1A	2011
D-910	Casagrande C850 Piling Rig	Piling Rig	Casagrande	C850	2011
D-91A	4'x3' DIA Core Barrel	Core Barrel	DIA	4' Tall	
D-91B	5'x42' DIA Core Barrel	Core Barrel	DIA	5' Tall	
D-91C	9-19' 8" Euro DBL Wall Casing				
D-91D	45"x36" DIA One Eye Bucket			45" Tall	
D-91E	4'x42" DIA Core Barrel	Core Barrel		4' Tall	
D-91F	49"x36" DIA Bucket/No Kel Box	Bucket		49"x36"	
D-91G	6' Tall x 34" DIA Auger with Teet	Auger		6'x34"	
D-91H	8" Tall x 34" DIA Auger	Auger		8'x34"	

Item No.	Equipment Description	Equipment Type	Make	Model	Year
D-91I	2-39.5" TL-Euro CAS-Cutter Head	Cutter Head			
D-91J	6-9'10" Euro DBL Wall Casing				
E-109	CAT 320 BLP	Excavator	Caterpillar	320 BLP	1998
E-112	CAT 315 BL Excavator	Excavator	Caterpillar	315BL	1999
E-114	CAT 375L Excavator	Excavator	Caterpillar	375L	2001
E-115	CAT 345BII	Excavator	Caterpillar	345BII	2002
E-116	CAT 325CL Excavator	Excavator	Caterpillar	325CL	2005
E-117	CAT 385 CL	Excavator	Caterpillar	385 CL	2006
E-118	Komatsu	Excavator	Komatsu	PC50MR-2	2004
E-119	CAT 303.5C CR Excavator	Excavator	Caterpillar	303.5C CR	2006
E-120	CAT 330DL Track Excavator	Excavator	Caterpillar	330DL	2007
E-121	CAT 305c Mini Excavator	Excavator	Caterpillar	305C	2009
E-122	CAT M318D Wheel Excavator	Excavator	Caterpillar	M318D	2011
E-123	CAT M318D Wheel Excavator	Excavator	Caterpillar	M318D	2011
E-124	CAT336EL Excavator	Excavator	Caterpillar	336EL	2014
E-125	CAT 328D LCR Excavator	Excavator	Caterpillar	328D LCR	2014
E-126	CAT 374DL Excavator	Excavator	Caterpillar	374DL	2014
E-127	CAT 374F Excavator	Excavator	Caterpillar	374FL	2014
E-128	CAT 329ELP Excavator	Excavator	Caterpillar	329ELP	2014
E-129	CAT308E Mini Excavator	Excavator	Caterpillar	308E	2014
E-130	CAT323FL	Excavator	Caterpillar	323FL	2015
E-131	CAT 308E2	Excavator	Caterpillar	308E+04	
E-207	Koehring	Excavator	Koehring	1166	1981
E-901	9750 Hopack				
E-902	5904D Model 9700			9700	
E-908	CAT Grapple for CAT 318	Accessory	Caterpillar	Attachment	N/A
G-103	CAT Grader	Grader	Caterpillar	1650-H	
G-512	CAT Generator	Generator	Caterpillar	XQ225	1997
G-523	Gen Set	Generator	Multiquip	DCA25	1999
G-531	5000 Watt Genset	Generator			
G-532	6000 Watt Generator	Generator			2004
G-533	Honda 6000 Generator	Generator	Honda	HDX	2005
G-535	Multiquip Generator	Generator	Multiquip	DCA25SS12C	2006
G-536	Multiquip Generator	Generator	Multiquip	DCA25SSIU	2006
G-537	Multiquip Generator	Generator	Multiquip	DCA25SSIU	2007
G-540	Champion Generator	Generator	Champion	40023	2009

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Item No.	Equipment Description	Equipment Type	Make	Model	Year
G-541	Multiquip Generator	Generator	Multiquip	DCA400SSK	
G-542	Champion Generator	Generator	Champion	375672	2010
G-543	Multiquip Midel 25 KVA	Generator	Multiquip	25 KVA	2010
G-545	SDMO Generator/Generator Trailer	Generator/Trailer	SDMO/Dual Axle	R75UC	2006
G-546	Multiquip Generator 25kVA/20KW	Generator	Kilowatt Boy	SDG25SS	2013
G-547	Tsurumi Generator 4500 W	Generator	Tsurumi	4500 W	2014
G-548	Tsurumi Generator 4500 W	Generator	Tsurumi	TPG4-4500H	2014
G-549	Multiquip Generator 25kVA/20KW w/trailer	Generator	Kilowatt Boy	DCA-25SSIU2	2006
G-550	Multiquip Generator 25kVA/20KW	Generator	Kilowatt Boy	DCA25SSIU4F	2014
G-551	Atlas Copco Generator 35KW	Generator	Atlas Copco	QAS45	2011
G-635	CAT 635 kw	Generator	Caterpillar	3412DITTA	
G-637	Honda 7000W Generator	Generator	Honda	EM7000is	2006
G-640	Multiquip Generator 125KVA/MQ150kVA	Generator	Kilowatt Boy	DCA125US	2014
H-501	Allied 770C Hydraulic Hammer	Hydraulic Hammer	Allied	770C	1998
H-502	Jack Hammer	Jack Hammer	Sullair	Sullair	
H-503	Jack Hammer	Jack Hammer	Sullair	Sullair	
H-504	Jack Hammer	Jack Hammer	Sullair	Sullair	
H-520	Hoe Pack	Hoe Pack			
H-521	Hoe Pack	Hoe Pack			
H-522	Hoe Pack	Hoe Pack			
H-523	Hydraulic Power Unit	Hydraulic Power Unit	Stanley	HP28B02	2014
H-524	Labounty Hoe Pack	Hoe Pack	Labounty		
H-525	Hydraulic Torque Wrench	Hydraulic Torque Wrench	Hytorc		2016
J-101	John Deere 8640		John Deere	8640	1981
J-102	John Deere 4005		John Deere	4005	2008
J-501	ADJ Jacking Frame				
J-502	54" Tunnel Jacking Frame				
J-503	60" Tunnel Jacking Frame				
J-504	72" Tunnel Jacking Frame				
J-505	78" Tunnel Jacking Frame				
J-506	102" Tunnel Jacking Frame				
J-507	81" Tunnel Jacking Frame	Tunnel Jacking Frame		Home Made	
L-101	CAT 922 Loader	Loader	Caterpillar	922	1965
L-113	CAT 980B Loader	Loader	Caterpillar	980B	1975
L-115	CAT 980C Loader	Loader	Caterpillar	980C	1990
L-118	CAT 950F Loader	Loader	Caterpillar	950FII	1997

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Item No.	Equipment Description	Equipment Type	Make	Model	Year
L-119	CAT 950G Loader	Loader	Caterpillar	950G	1998
L-120	CAT 950G Loader	Loader	Caterpillar	950G	1999
L-123	CAT 950K Loader	Loader	Caterpillar	950K	2014
L-124	CAT 950K Loader	Loader	Caterpillar	950K	2014
L-125	CAT 950K Loader	Loader	Caterpillar	950K	2014
L-126	CAT 950K Loader	Loader	Caterpillar	950K	2014
L-131	CAT 936E Loader	Loader	Caterpillar	936E	1993
L-133	CAT 950H Loader	Loader	Caterpillar	950H	2006
L-134	CAT 950H Loader	Loader	Caterpillar	950H	2006
L-135	CAT 950H Wheel Loader	Loader	CAT	950H	2008
L-136	CAT 930K Wheel Loader	Loader	CAT	930K	2015
L-137	CAT 259B3 Track Loader	Loader	CAT	259B3	2013
L-151	John Deere Skid Steer	Skid Steer	John Deere	325	2008
L-153	Gehl 5640 Skid Loader	Skid Loader	John Deere	5640	2012
L-154	CAT 289D	Loader	CAT	289D	2016
L-201	John Deere 544J Loader	Loader	CAT	544J	2005
L-202	CAT Skid-Steer Loader	Loader	CAT	252B	2007
L-307	Clark Forklift	Forklift	Clark		
L-310	Mitsubishi Forklift	Forklift	Mitsubishi	FGC25	2003
L-311	Upright MX19 Scissor Lift	Scissor Lift	Upright	MX19	
L-312	Toyota Forklift	Forklift	Toyota		
L-313	Toyota Forklift Truck	Forklift	Toyota	52-6FGCU35	
L-314	JCB Forklift	Forklift	JCB	506B Loadall	1996
L-315	Mitsubishi Forklift	Forklift	Mitsubishi	FG15	
L-316	Scissor Lift	Lift	JLG	JLG 26'	
L-317	Telescoping Lift	Lift	JCB	506C	2000
L-319	Clark Forklift	Forklift	Clark	CY300	
L-320	Gehl Tele Lift	Lift	Gehl	RS5-34	2006
L-321	Telescopic Boom Lift	Boom Lift	JLG	JLG 600S 4WD	2007
L-322	Straddle Stacker	Straddle Stacker	Big Joe	PDS25-106	2016
L-502	CAT PC206 Cold Planner	Cold Planner	CAT	PC206	2007
L-601	Forklift Work Basket	Forklift	Lakeshore	M44	
L-701	3 Ton Locomotive	Locomotive			
L-702	Greensburg 4 Ton Locomotive	Locomotive	Greensburg	4 Ton	1956
L-703	Greensburg 6 Ton Locomotive	Locomotive	Greensburg	6 Ton	1957
L-704	Greensburg 6 Ton Locomotive	Locomotive	Greensburg	6 Ton	1962

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Item No.	Equipment Description	Equipment Type	Make	Model	Year
P-304	3" Submersible Electric Pump	Submersible Pump	Mody	M 304 T	2010
P-305	3" Submersible Electric Pump	Submersible Pump	Mody	M 304 T	2010
P-401	Tsurumi 4" Diesel Trash Pump	Trash Pump	Tsurumi	4" Trash Pump	2015
P-601	6" Global Pump	Trash Pump	Global	6" High Pressure	2006
P-602	Global Trash Pump	Trash Pump	Global		
P-604	2 - 6" Submersible Electric Pumps	Submersible Pump		30	
P-605	Lova Guncrete pump	Pump	REED	Lova 16-4	2005
P-606	12" Thompson Pump	Wellpoint Pump	Thompson	12R-DJDS-4-405	2006
P-607	12" Thompson Pump	Wellpoint Pump	Thompson	12R-DJDS-4-405	2006
P-608	Hydrostatic Test Pump	Pump	PRPRO	UAG1050HU	2007
P-609	6" HYD Power Unit	Submersible Pump	Mersino	F41914/56TC	2006
P-612	6" Ductile Pump	Pump	Hydra Tech	S6TC	2013
P-801	FP Hydraulic Pump	Pump		F4L912	
P-802	Dewatering Pump	Pump	Goodwin	Flygt Model 2201.011	2014
P-909	Gardner-Denver Grout Pump	Grout Pump	Gardner-Denver		1959
P-910	Moyno Grout Pump	Grout Pump	Moyno	2J6CDQ	2009
P-911	Moyno Grout Pump	Grout Pump	Moyno	4EOES2CDQ	
P-912	Accelerator Pump	Shotcrete Pump			
P-913	HPC Tech Pressure Washer	Pressure Washer	HPC	80626	
R-103	Hypac Tandem Vibratory	Roller	Hypac	C747B	1998
R-104	CAT CP563C Roller	Roller	Caterpillar	CP563C	1996
R-111	Hypac C850B 84" Roller	Roller	Hypac	C850B	
R-112	Dynapac	Compactor	Dynapac	LH300	2005
R-114	Ingram Roller	Roller	Ingram	12 Ton	1983
R-115	Ingram Roller	Roller	Ingram	Roller, 3 Wheel	1988
R-116	Dynapac Roller	Roller	Dynapac	CC122	2007
R-117	Volvo Roller	Roller	Volvo	DD15	2013
R-118	Volvo Roller	Roller	Volvo	SD45	2015
R-501	Portable Two-Way Radio	Portable Two-Way Radio	Motorola	CP200	2009
R-502	Portable Two-Way Radio	Portable Two-Way Radio	Motorola	CP200	2009
R-503	Portable Two-Way Radio	Portable Two-Way Radio	Motorola	CP200	2009
R-504	Portable Two-Way Radio	Portable Two-Way Radio	Motorola	CP200	2009
R-505	Portable Two-Way Radio	Portable Two-Way Radio	Motorola	CP200	2009
R-506	Portable Two-Way Radio	Portable Two-Way Radio	Motorola	CP200	2009
S-302	Broom Tractor	Tractor	Massey Ferguson	461	2005
S-304	Hydrostatic Broom	Broom	Lay-Mor	8HC	2006

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<u>Item No.</u>	<u>Equipment Description</u>	<u>Equipment Type</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>
L-705	Balco 6.5 Ton Locomotive	Locomotive	Balco	6.5 Ton	1978
L-706	Balco 6.5 Ton Locomotive	Locomotive	Balco	6.5 Ton	1978
L-707	Balco 6.5 Ton Locomotive	Locomotive	Balco	6.5 Ton	1978
L-708	Balco 4 Ton Locomotive	Locomotive	Balco	4 Ton	
L-709	Mining Electric Locomotive	Locomotive			
L-710	Mining Locomotive	Locomotive			
L-711	Plymouth Locomotive	Locomotive	Plymouth	3A10766	
L-712	New Loci				
L-801	44 - 2 Rail Muck Boxes				
L-802	8500' Tunnel Track				
L-803	Flat Cars				
L-804	Flat Car				
L-805	Flat Car				
L-806	Personnel Car				
L-807	Pipe Carrier				
L-808	Schwing P88 Concrete Pump Car	Concrete Pump Car	Schwing	P88	
L-809	Loci - Hydraulic Power Unit				
L-810	Mining Concrete Transfer Car				
L-811	Mining Transfer Car				
M-120	Cement Levelers				
M-121	Cement Leveler				
M-122	Retrieval System	Safety Equipment	Miller	5YH37	2006
M-400	Mickierman-Terry				
M-401	Mickierman-Terry				
M-900	Horizontal Boring Machine 30"				
M-901	Hotsy Pressure Washer	Pressure Washer	Hotsy		
M-902	Concrete Saw	Concrete Saw	Clipper	375	
M-904	Horizontal Boring Machine 24"				
M-906	Mulch Spreader			VHID	
M-907	Horizontal Boring Machine 48"				
M-908	Fosdick Radial Drill Press	Drill Press	Fosdick		
M-909	Rodgers Jacking Unit	Jacking Unit	Rodgers		
M-910	Hydro Tech Pressure Washer	Pressure Washer	Hydro Tech		
M-912	ProCrimp 1380	Crimp Machine	ProCrimp	1380	
M-913	Drill Press 12 Speed	Drill Press		MP-11019-H	
M-914	Warner & Swasey Layth	Turret lathe	Warner & Swasey Layth	M-510	

RIC-MAN Supplement

Item No.	Equipment Description	Equipment Type	Make	Model	Year
M-915	Cherne Air-Loc Air Test	Air-Loc Air Test	Cherne		
M-916	Michael Byrne 30" Jack & Bore	Jack & Bore	Michael Byrne	30"	2007
M-920	Athens 250 11ft Discs		Athens	250 11f M	
M-924	Yamaha 4 Wheeler	4 Wheeler w/Bed	Yamaha	YXP1000ASL	2005
M-926	Gardner Denver Stoper Drills	Drill	Gardner Denver Stoper	DE RB-83	
M-927	Pressure Washer	Pressure Washer	Honda		2006
M-928	Asphalt Zipper & Trailer	Asphalt Mill	John Deere	BT0011	2006
M-929	Trueline Paint Stripper	Paint Sprayer	Trueline	T2000	2009
M-930	Pipe Tugger - 12V	Pipe Tugger		12 Volt	
M-931	Farley's Gemini 6 PSI Washer	Farley	Gemini	PSI	2010
M-932	Push Boat	Vessel	Marlin Barge		2011
M-933	Pipe Puller	Pipe Puller for Miami			
M-935	Light Tower (Towable)	Light Tower	Magnum	MLT3060	2011
M-936	Light Tower (Towable)	Light Tower	Magnum	MLT3060	2011
M-937	Light Tower (Towable)	Light Tower	Magnum	MLT3060	2011
M-938	Open Fisherman (42')	Vessel	Invincible		2013
M-939	Pipe Carrier	Pipe Carrier	Case		1981
M-941	Rotary Blower-Gardner Denver	Rotary Blower	Denver Gardner	30 HP Blower	
M-944	Hobas - Diesel Pipe Carrier	Pipe Carrier		Home Made	
M-947	Pacific S-32 Floor Scrubber	Floor Scrubber	Pacific	S32	2016
M-948	Air Systems 8" 20 hp Blower				
M-940	Dive Equipment	Dive Equipment	Brownies		2014
M-943	18 Cool Cat w/ EZ Loader Trailer	Boat/Trailer	33 rd Strike GRP/ EZ Loader	1F904231D/ E2L90B	2015
M-945	SECA 747 Trailer Jet	Trailer Jet	SECA	D245528/747	2015
M-946	LEEBOY Primer Distributor	Prime Distributor	LEEBOY	500T	2006
P-101	Compactor	Compactor	Wacker	WP1550A	2006
P-103	Compactor	Compactor	Dynapac	LF90/ 5.5HP Engine	2007
P-104	Wacker Plate Compactor	Compactor	Wacker	Plt Compactor	2008
P-105	Compactor	Compactor	Wacker	WP1550	
P-109	Compactor	Compactor	Atlas Copco	LG160	2014
P-110	Mikasa 4 Cycle Rammer	Rammer	Mikasa		2015
P-111	Mikasa 4 Cycle Rammer	Rammer	Mikasa		2015
P-201	ICE 416L Vibratory Driver	Vibratory Driver	ICE	416L	2002
P-301	3" Submersible Electric Pump	Submersible Pump	Mody	M 304 T	2006
P-302	3" Submersible Electric Pump	Submersible Pump	Mody	M 304 T	2006
P-303	3" Submersible Electric Pump	Submersible Pump	Tsurumi		

Item No.	Equipment Description	Equipment Type	Make	Model	Year
S-700	Gas Cut-Off Cutquik Saw	Gas Saw	Stihl	TS 400 14"	2006
S-701	Gas Cut-Off Cutquik Saw	Gas Saw	Stihl	TS 400 14"	2006
S-702	Gas Cut-Off Cutquik Saw	Gas Saw	Stihl	TS 400 14"	2007
S-704	Gas Cut-Off Cutquik Saw	Gas Saw	Stihl	TS 420 14"	2008
S-705	Delta 10" Hybrid Saw	Saw	Delta	36-714	2008
S-707	Gas Cut-Off Cutquik Saw	Gas Saw	Makita	DPC7311	
S-708	Gas Cut-Off Cutquik Saw	Gas Saw	Makita	DPC7301	
S-901	SCBA Rescue Pack	Rescue Pack	Sperian		2009
S-902	SCBA Rescue Pack	Rescue Pack	Sperian		2009
S-903	SCBA Rescue Pack	Rescue pack	Sperian		2009
T-001	Trencher	Ride on Trencher	Vermeer	RTX450	2016
T-117	1999 Kenworth		Kenworth		1999
T-123	1999 Kenworth		Kenworth		1999
T-127	1979 GMC		GMC		1979
T-131	Tractor	Tractor Trailer	Peterbilt	379	2007
T-132	Flat Bed	Truck	International		1991
T-133	Mack Dump Truck	Dump Truck	Mack	CV713	2007
T-134	Mack Tractor	Tractor	Mack	Granite	2007
T-135	Kenworth	Truck	Kenworth	T800	2015
T-136	Vactor	Vactor	Kenworth	T800	2014
T-137	Ford Water Truck	Water Truck	Ford	F-750 XL	2007
T-138	Reefer Truck	Reefer Truck	Freightliner	M2 106	2007
T-300	AJAX Trailer	Trailer	AJAX		1966
T-303	Yankee		Yankee		1964
T-306	Fruehauf		Fruehauf		1980
T-307	Homemade 4 Place				1992
T-308	Homemade 2 Place				1992
T-312	Assembled Field Trailer				1983
T-313	Trailmobile		Trailmobile		1978
T-314	Trailmobile		Trailmobile		1980
T-315	Trailmobile		Trailmobile		1978
T-316	Great Dane 42'		Great Dane		1978
T-317	Trailmobile 28'		Trailmobile		1977
T-318	Hobbs 42" Hiboy		Hobbs	42' Hiboy	1979
T-319	Reefer Trailer	Trailer	Reefer		2000
T-321	Train Container 40'		DV	40'	

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Item No.	Equipment Description	Equipment Type	Make	Model	Year
T-322	Train Container 40'		DV	40'	
T-323	2002 Triten Trailer	Trailer	Triten	LT10-101WB	2002
T-324	Train Container 40'			40'	
T-325	Connex Boxes 40'	Container	Connex	40'	
T-326	Connex Boxes 40'	Container	Connex	40'	
T-327	Fruehauf Tandem Axle Tool Van	Tool Van	Fruehauf	Tandem Axle	
T-329	Dorsey 45' Van Trailer	Trailer	Dorsey	45'	
T-330	Dorsey Semi Van Trailer	Trailer	Dorsey	Van Trailer	
T-331	2003 Talbert Lowboy	Trailer	Talbert	75 Ton	2003
T-332	42'x96" Flatbed 3 Axel	Trailer	Fruehauf	Flatbed	1985
T-333	Insulated Van Trailer	Trailer	Reefer		
T-335	Houle 600 Gal Spreader		Houle	6000 Gal	
T-338	Utility Landscape Trailer	Trailer	Car-On Trailer	4x6 G	2005
T-339	Fuel Wagon		Briggs and Stratton	Homemade	
T-340	Fuel Wagon				
T-341	Fuel Wagon			1000 Gallon	
T-342	Carry-On Trailer	Trailer	Carry-On	Trailer 5	2005
T-343	Fuel Tank	Fuel Tank	L&J	Portable Refueler	2006
T-344	Car Hauler Trailer/ 7000 lb. capacity	Trailer 6'4" x 16'	Emerson	Hombre Car Hauler	2005
T-345	Low Boy	Trailer	Trail King	TK110HDG	2007
T-346	Karavan Trailer	Trailer	Karavan	Boat Trailer	2005
T-347	Dry Container 40'	Container			
T-348	Dry Container 40"	Container			
T-349	20' Storage Container	Container			
T-350	20' Storage Container	Container			
T-351	20' Storage Container	Container			
T-352	20' Storage Container	Container			
T-353	Hobbs Tool Trailer	Tool Trailer	Hobbs		1979
T-354	Hobbs Tool Trailer	Tool Trailer	Hobbs		1979
T-355	Trailer	Trailer	Kaufman	7000 Axle /2	2008
T-356	20' Storage Container				
T-357	Ford F600	Fuel Truck	Ford	F600	1985
T-358	Forest River Trailer	Trailer	Forets River	WPT28LK	2008
T-359	Bentonite Trailer	Trailer	Bentonite	Homemade	2013
T-360	20' Storage Container	Container			
T-361	20' Storage Container	Container			

RIC-MAN Supplement

Item No.	Equipment Description	Equipment Type	Make	Model	Year
T-362	Haulin Utility Trailer	Trailer	Haulin	Utility Trailer	2010
T-363	Aluminum Trailer	Trailer	All American	P45-3H	2013
T-364	Contrail Trailer	Trailer	Contrail		2002
T-365	40' Premium and TRI Doors	Container	Connex		2012
T-366	CVWR Air Pintle	Trailer	Kaufman		2014
T-367	Schien Trailer	Trailer	Schien	26SD	1995
T-368	Deluxe 20' Equipment Trailer	Trailer	Deluxe		2014
T-369	Homemade Bentonite Trailer	Trailer	Bentonite	Trailer	2014
T-370	Stealth Trailer	Trailer	Stealth	LTD 6x12	2015
T-371	Sooner Lariat 7400 Trailer	Trailer	Sooner	Lart 7400	2015
T-373	20' Connex for Casagrande	Container		20' Connex	
T-374	Water Trailer	Trailer	Water Wagon		
T-501	International Lube	Lube Truck	International		1986
T-504	Ford L8000 Dump	Dump Truck	Ford	L8000	1988
T-506	Ford F-750 Mechanic Truck	Truck	Ford	F-750	2007
T-507	Ford F-700	Fuel Truck	Ford	F700	1992
T-508	Water Truck	Water Truck	Ford	F750	2007
T-509	Fuel/Lube Truck	Fuel/Lube Truck	Mack	RD688S	2001
T-510	CCTV Truck Unit	Truck	Ford	E450	2016
T-714	Bentley	Car	Bentley	Gilda	2010
T-846	GMC 2500 Sierra Pickup	Pickup	GMC		2004
T-851	Ford F-450 Utility Truck	Flat Bed Mechanic	Ford	Mechanic Truck	2006
T-859	Chevy Silverado	Pickup	Chevrolet		2008
T-862	GMC Sierra Pickup	Pickup	Sierra		2009
T-866	GMC Sierra Pickup	Pickup	Sierra		2011
T-867	GMC Sierra Pick up 2500	Pickup	Sierra		2012
T-869	GMC Sierra Pick up 1500	Pickup	Sierra		2014
T-870	GMC Sierra Pick up 1500	Pickup	Sierra		2014
T-876	GMC Sierra Pick up 2500	Pickup	Sierra		2015
T-877	GMC Sierra Pick up 2500	Pickup	Sierra		2015
T-880	GMC W3500 Flatbed	Flatbed	GMC		2005
T-883	Chevy Silverado	Pickup	Chevrolet		2016
T-884	Chevy Silverado	Pickup	Chevrolet		2016
T-963	BMW 750LI	Sedan	BMW		2006
T-970	Honda	Sedan	Accord		2017
T-975	Ford F150	Truck	Ford		2010

RIC-MAN Supplement

Item No.	Equipment Description	Equipment Type	Make	Model	Year
T-981	Buick Lacrosse	Car	Buick		2011
T-982	Ford Explorer	SUV	Ford		2012
T-986	Mercedes E350W	Car	Mercedes		2012
T-988	Buick Enclave	SUV	Buick		2015
T-991	Ford F350	Truck	Ford		2013
W-101	Ranger 8 Diesel 2		Lincoln	Ranger	1998
W-102	Lincoln 225 Welder	Welder	Lincoln	225	1996
W-105	Miller Welder	Welder	Miller	CP-300	1996
W-106	Trailblazer 301G Welder	Welder	Trailblazer	301G	2003
W-107	Miller 251D Welder	Welder	Miller	251D	2003
W-108	Miller Bobcat 250 Welder	Welder	MillerBobcat		2005
W-109	Kohler Bobcat 225 Welder	Welder	Kohler	Bobcat 225	
W-110	Bobcat 250 Welder	Welder	Bobcat	250 Welder	2010
W-111	Bobcat Welder	Welder	Bobcat		2012
W-112	Bobcat Welder	Welder	Bobcat		2012
W-113	TIG Welder Syncrowave	Tig Welder	Syncrowave		
W-114	Bobcat Welder 250 MP	Bobcat	Welder		2014
W-115	Bobcat 250 Welder	Welder	Bobcat		2015
W-116	Trailblazer Welder	Welder	Trailblazer	325	2015
W-501	400gpm H2S Treatment Plant	Treatment Plant		8x10	
W-502	400gpm H2S Treatment Plant	Treatment Plant		8x10	
W-503	400gpm H2S Treatment Plant	Treatment Plant		8x10	
Z-100	Model 4700 Beam Aligner	Beam Aligner		4700	
Z-101	AG Laser Beam	Laser	AG		
Z-102	AG Laser Beam	Laser	AG		
Z-103	AG Laser Beam	Laser	AG		
Z-104	Laser Model 945	Laser		945	
Z-106	Laser Plane	Laser Plane			
Z-107	Laser Plane	Laser Plane			
Z-108	Spectra Physics Laser	Laser	Spectra Physics	942	
Z-109	Dial Grade Laser	Laser	Dial Grade		
Z-110	Dial Grade Laser	Laser	Dial Grade		
Z-111	Dial Grade Laser	Laser	Dial Grade		
Z-112	Laser Level	Laser			
Z-113	Dial Grade	Laser	Dialgrade		
Z-114	Topcon TPL3G	Laser	Topcon	TPL3G	

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<u>Item No.</u>	<u>Equipment Description</u>	<u>Equipment Type</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>
Z-854	Industrial Scientific Gas Detector	Gas Detector	Industrial Scientific	MG140	2009
Z-855	Industrial Scientific Gas Detector	Gas Detector	Industrial Scientific	M40	2008
Z-856	Industrial Scientific Gas Detector	Gas Detector	Industrial Scientific	M40	2009
Z-857	Industrial Scientific Gas Detector	Gas Detector	Industrial Scientific	M40	2009
Z-858	Industrial Scientific Gas Detector	Gas Detector	Industrial Scientific	M40	2009
Z-859	Industrial Scientific Gas Detector	Gas Detector	Industrial Scientific	M40	2009
Z-860	Industrial Scientific Gas Detector	Gas Detector	Industrial Scientific	M40-Parker	2011

INDIVIDUAL RESUMES

DANIEL C. MANCINI

PRESIDENT

3100 SW 15th Street, Deerfield Beach, FL 33442 • 954.426.1221 • 954.426.1226 • Dmancini@ric-man.com

WORK EXPERIENCE

RIC-MAN Construction, Inc., Florida

2003 - Present

President

Responsible for all aspects of the company business including hands-on field and office administration

Mancini Development, Florida

1994 - Present

General Manager Commercial Warehouse Division

Heads up Building and Development construction including constructing drainage, water main, sewer and roadways.

RIC-MAN International, Inc., Florida

1987 - 2003

Vice President

Responsible for all aspects of the company business including hands-on field and office administration

RIC-MAN International, Inc., Florida

1990 - 1994

Superintendent

Supervise foreman constructing water main, sanitary sewer, drainage, roadways, pump stations, jack & Bores. Coordinate subcontractors and suppliers work phases

RIC-MAN International, Inc., Florida

1987 - 1990

Foreman

Supervise crews constructing water main, sanitary sewer, drainage and roadways

RIC-MAN Construction, Inc., Michigan

1985 - 1987

Foreman

Supervise crews constructing water main, sanitary sewer, drainage and roadways

EDUCATION

*B.S. Civil Engineering**Wayne State University, Detroit, Michigan*

LICENSING

State of Florida: Certified General Contractor CGC1505962

STEVEN MANCINI

VICE PRESIDENT

42600 R. Mancini Drive, Sterling Heights, MI 48314 • 586.739.5210

WORK EXPERIENCE

RIC-MAN Construction, Inc., Michigan

1993 - Present

Vice President

Responsible for all aspects of the company business including hands-on field and office administration

RIC-MAN Construction, Inc., Michigan

1985-1993

Vice President

Responsible for all aspects of the company business including hands-on field and office administration

RIC-MAN Construction, Inc., Michigan

1985-1981

Foreman

Supervise crews constructing water main, sanitary sewer, drainage and roadways

EDUCATION

B.S. Business Administration

Oakland University, Detroit, Michigan

EDWARD MANCINI

VICE PRESIDENT

42600 R. Mancini Drive, Sterling Heights, MI 48314 • 586.739.5210

WORK EXPERIENCE

MANCINI Enterprises, LLC, Florida

2003 – Present

Manager/ Partner

RIC-MAN Construction Inc., Michigan

1996 – Present

Vice President, Controller

Responsible for all aspects of the company business including hands on field and office administration.

RIC-MAN Construction, Inc., Michigan

1992-1995

Assistant Controller

RIC-MAN Construction, Inc., Michigan

1985- 1992

Superintendent

Supervise foreman constructing water main, sanitary sewer, drainage, roadways, pump stations, jack & Bores. Coordinate subcontractors and suppliers work phases

CERTIFICATIONS

10 Hour OSHA Compliance

CPR/ Medical First Aid

Confined Space Entry

DENNIS OSZUST

VICE PRESIDENT

42600 R. Mancini Drive, Sterling Heights, MI 48314 • 586.739.5210

WORK EXPERIENCE

RIC-MAN Construction, Inc., Michigan

2015 – Present

Vice President

Inland Waters Pollution Control, Inc., Detroit, MI

1998 – 2015

Vice President & General Manager

Responsible for all areas of the business unit. Helped develop the City of Detroit, Wayne County and Oakland County markets and spearheaded the opening of divisions in Atlanta, GA and the Washington D.C. Area.

M&M Contracting of Michigan, Inc. Detroit, MI

1986 – 1998

Vice President

Responsible for all aspects of the construction of large diameter tunnel and open cut sewer and water main projects.

Rocco Ferrera & Company, Inc., Livonia, MI

1973 – 1985

Project Manager

Project Manager on sewer and water projects. Also managed building projects for the commercial development arm of the company.

EDUCATION

University of Detroit, Detroit, MI

Bachelor of Science – Civil Engineering, 1996

CERTIFICATIONS

- Certified General Contractor, State of Florida
- Residential Builder, State of Michigan
- Heavy Contractor License, State of Louisiana
- Class A License, State of Virginia
- Utility Manager License, State of Georgia
- Class A Engineering License, State of Nevada
- General Engineering License, State of West Virginia
- 40 Hour OSHA Training

AFFILIATIONS

- Member, American Society of Civil Engineers
- MITA
- AWWA
- WEF
- Water Access Volunteer Effort (WAVE) Board of Directors

MICHAEL R. FISCHER

CHIEF OPERATIONS OFFICER

3100 SW 15th Street, Deerfield Beach, FL 33442 • 954.426.1221 • 954.426.1226 • Rfischer@ric-man.com

WORK EXPERIENCE

RIC-MAN Construction, Inc., Florida

2015 – Present

Chief Operations Officer

Fru-Con Construction Corp (a division of Balfour Beatty), Virginia

2006-2015

Vice President & Member of BBi/Executive Board

Heavy industrial contractor specializing in the construction of waste/water projects throughout the U.S. responsible for all bidding and operational issues with complete profit/loss responsibility. He managed 80 project managers, engineers, superintendents and peak craft of 350. He was responsible for coordinating and facilitating with other division managers, vice presidents and the CEO, and the use of resources for pursuit of all business opportunities in the heavy civil/rail and wastewater arena throughout the country and Canada. Michael grew revenue from an average of \$65M/year to \$106M in 2013.

Ed Kraemer and Son, Wisconsin

2001-2006

Executive Vice President and COO

Heavy civil and marine contractor operating in 16 states. Complete profit/loss responsibility for construction division comprised of 190 engineers, managers, estimators and superintendents and peak craft of 1000. Design/build and conventional, hard dollar contracting in the heavy/highway, railroad and private industry. Grew company from \$120M to \$350M per year while increasing private work to 15% of revenue.

Cianbro Corporation, Maryland

1996-2001

Vice President & General Manager

Vice President and General Manager for heavy civil, marine and industrial contractor operating in 15 states from Maine to North Carolina. Michael was responsible for all operational and administrative functions for the Mid-Atlantic region, headquartered in Baltimore, Maryland. He had complete profit/loss responsibility and grew the region from \$20M per year to \$70M with staff of 68 salaried and 350 craft employees.

MCI Constructor, Virginia

1988-1996

Vice President

Arnold M. Diamond, New York

1984-1988

Chief Estimator/Project Manager

EDUCATION

AAS Civil Engineering,
Nassau College, Garden City, NY
Civil Engineering, Polytechnic Institute of New York – 1977-1981

CERTIFICATIONS

- OSHA 10 Compliance Course
- CPR/Medical First Aid
- Confined Space Entry

LAITH JACOB

SENIOR ESTIMATOR

42600 R. Mancini Drive, Sterling Heights, MI 48314 • 586.739.5210

WORK EXPERIENCE

RIC-MAN Construction, Inc., Michigan

2016 – Present

Senior Estimator / Senior Project Manager

Walsh Construction, Detroit, Michigan

2012-2016

Project Manager

Project Manager on sewer and water projects.

Walbridge Aldinger, Detroit, Michigan

2010-2012

Senior Estimator / Project Manager

Responsible for heavy civil lead estimating of different federal project, waste and water.

Ric-Man Construction, Inc., Sterling Heights, Michigan

2009-2010

Senior Project Manager / Estimator

Responsibilities included leading the estimates for the company and running change management (estimates and control) and budget control of the project.

Barton Malow, Southfield, Michigan

2006-2009

Senior Project Manager

Responsible for multiple projects ranging from \$2 million to \$110 million.

CH2M Hill, PARSONS JV

2004-2006

Senior Project Manager

Duties included but not limited to managing of new water projects and water resource projects for the Gulf Region North U.S. Army Corps of Engineers and providing program and project management in Baghdad-Iraq.

Walbridge Aldinger, Detroit, Michigan

2000-2004

Senior Estimator / Project Manager

Responsible for generating lump sum estimates, attending pre-bid meetings, conducting site tours with owner and subcontractors, quality take-off and conceptual pricing, coordinate trades and subcontractors, conduct proposal review meetings and generate contracts and conduct contract scope reviews.

EDUCATION

Masters of Science in Civil Engineering - 2000

Wayne State University- Detroit, MI

Bachelor of Science in Civil Engineering – 1977

Bagdad, Iraq

JOHN D'ALESSANDRO

PROJECT MANAGER

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WORK EXPERIENCE

RIC-MAN Construction, Inc., Florida

2010 – Present

Estimating and Project Manager of the Florida office.

Lanzo Lining & Construction, Inc., Florida

2004-2010

Chief Estimator

1980-1993

Project Manager and Estimator

- Utility Company specializing in Rehabilitating Sanitary, Drainage Water and Force main by CIPP (cured in place pipe).
- Responsible for all national bidding and procurement projects.
- Project Manager for all current contracts held in the State of Florida.
- MacDill Air Force Base, Tampa, Florida project. 17,000 lf 14" to 54" CIPP of storm drainage system GPR (Ground penetrating radar) survey. Structure rehabilitation with epoxy coatings and exterior pipeline grouting from surface.
- City of Atlanta, Georgia Watershed Contract 4, 60,000 lf of CIPP 8" to 24" gravity sewer, point repairs, pipe bursting, manhole rehabilitation and related restoration.
- City of Hollywood, Florida, 13,000 lf 48" and 9,000 lf 36" Gravity CIPP, major bypass pumping, manhole rehabilitation, sanitary lateral CIPP.
- City of Ft. Lauderdale Florida, various contracts, combined 175,000 lf 8" to 15" CIPP rehabilitation. 500 each lateral linings and manhole cementitious coatings.
- City of Petersburg, Florida, annual contract for CIPP rehabilitation of mainline sanitary, laterals and manholes.
- Clinton Township, Michigan, 9500 lf 36" gravity sewer rehabilitation and manhole cementitious coatings with related grouting and bypass pumping.
- City of Detroit two year annual sewer rehabilitation project, gravity sewer CIPP ranging from 8" to 120" manhole cementitious and related point repairs

Telcon, Inc., Florida

1993-2004

Owner

- Utility contractor performing water, sewer and drainage throughout central and southeast Florida public and private sector. Complete site work including utilities, pavement and earthwork.
- Worked directly for FPL and Southern Bell installing concrete duct banks, residential URD and cable, high voltage pipe type transmission and fiber optic cable installation.
- Project experience includes heavy civil pipe installations, sewage pumping stations and treatment plants, earthwork, paving, power and communication utilities, manhole and utility pipeline rehabilitations. Bore and jacking, Micro tunneling and directional boring.

CERTIFICATIONS

Utility Contractors License Dade County Florida

Utility Electrical License Dade County Florida

Utility and Pavement License Broward County Florida

Certification for Confined Space Entry

Certified with FDOT for M.O.T

Certification for CPR/Medical First Aid

Item No.	Equipment Description	Equipment Type	Make	Model	Year
Z-115	Topcon GTS-203	Laser	Topcon	GTS-203	
Z-116	Dial Grade Laser - Red	Laser	Spectr Phsc		
Z-117	Spectra Dial Grade Laser	Laser	Spectra	DLGRD 1255	
Z-118	Leica NA730	Laser	Leica	NA730	
Z-123	Topcon Pipe Laser	Laser	Topcon	TP-L4GV	2003
Z-124	Pipe Laser	Laser	Spectr Pre	DG711	2005
Z-125	Leica Rugby Rotating Lazer	Laser	Leica	Rugby	2010
Z-126	Futiuda LT800Laser	Laser	Futiuda	LT800	2015
Z-127	Topcon Lazer TP-L4BG	Laser	Futiuda	TP-L4BG	2014
Z-128	Leica 724 Level	Laser	Leica	724	2014
Z-129	Topcon TP-L4AV Pipe Laser	Laser	Topcon	L4AV	2014
Z-130	Topcon RL-H4C Laser	Laser	Topcon	RL-H4C	2015
Z-131	Topcon RL-H4C Laser	Laser	Topcon	RL-H4C	2015
Z-132	Topcon Laser	Laser	Topcon	H4C	2015
Z-133	Top Con Laser	Laser	Top Con	AT-BR	2015
Z-134	Top Con Laser	Laser	Top Con	AT-B4	2015
Z-135	Leica Rugby Laser	Laser	Leica	610	2015
Z-136	Leica Rugby 50 Rotary Laser	Laser	Leica Rugby	50 Rotary	2015
Z-137	Topcon Laser	Laser	Topcon		2015
Z-138	Spectra Laser LL300N1	Laser	Spectra	LL300N1	2015
Z-139	Leica Rugby Laser	Laser	Leica Rugby	50	2015
Z-805	Industrial Scientific MG140		Industrial Scientific	MG140	
Z-807	Industrial Scientific MG140		Industrial Scientific	MG140	2001
Z-812	Industrial Scientific MG140		Industrial Scientific	MG140	2002
Z-813	Industrial Scientific MG140		Industrial Scientific	MG140	2002
Z-815	Industrial Scientific MG140		Industrial Scientific	MG140	
Z-820	Industrial Scientific MG40		Industrial Scientific	M-40	2009
Z-821	Industrial Scientific MG140		Industrial Scientific	MG140	2006
Z-822	Industrial Scientific M40	Gas Detector	Industrial Scientific	M40	2008
Z-823	Gas Detector	Gas Detector	Indus. Scientific	MG140	2006
Z-824	Gas Detector Kit	Gas Detector Kit	Indus. Scientific	MG140	2006
Z-825	Gas Detector MG140	Gas Detector Kit	Indus. Scientific	MG140	2008
Z-826	Gas Detector MG140	Gas Detector Kit	Indus. Scientific	MG140	2008
Z-827	Gas Detector M-40	Gas Detector	Industrial Scientific	M-40	2008
Z-828	Gas Detector M-40	Gas Detector	Industrial Scientific	M-40	
Z-829	Gas Detector M-40	Gas Detector	Industrial Scientific	M-40	2010

DANIEL J. LACROSS

PROJECT MANAGER

3100 SW 15th Street, Deerfield Beach, FL 33442 • 954.426.1221 • 954.426.1226 • DLaCross@ric-man.com

WORK EXPERIENCE

- | | |
|--|-----------------------|
| <p>RIC-MAN Construction, Inc., Florida
 Project Manager
 Complete Management of all ongoing projects.</p> | <p>2006 - Present</p> |
| <p>RIC-MAN Construction, Inc., Florida
 General Superintendent
 Installation of underground utilities pipe work, road work and site work.</p> | <p>2004 - 2005</p> |
| <p>Eastwood Excavating, Michigan
 General Superintendent
 Installation of underground utilities, storm sewer, sanitary sewer and water main.</p> | <p>2001 - 2004</p> |
| <p>Rasmussen Excavating, Michigan
 General Superintendent
 Installation of underground utilities, complete site work to include gas transmission mains and site restoration.</p> | <p>1999 - 2001</p> |
| <p>United States Army
 Gunner on M1A1 Main Battle Tank</p> | <p>1991 - 1995</p> |
| <p>Ball Underground Contractors, Michigan
 General Superintendent
 Installation of underground utilities and site restoration, Duties: Daily on site, direct supervision of foreman and labor forces. Schedule equipment and responsible for maintaining project schedule, quality control and working relationships with owner's representatives and the public in general. Responsible for project schedules estimating and all paperwork associated.</p> | <p>1985 - 1991</p> |

EDUCATION

B.S. in Accounting
Ferris State University, Big Rapids, Michigan

ALBERT DOMINGUEZ

SENIOR PROJECT MANAGER

1001 North America Way, Suite 201, Miami, FL 33132 • 305.379.4000 • 305.379.4124

WORK EXPERIENCE

RIC-MAN Construction, Inc., Florida

2016 - Present

Senior Project Manager

Senior Project Manager of the Miami office

David Mancini and Sons, Inc.

2010 - 2016

Senior Design-Build Project Manager

Responsible for the overall management and supervision of Design Build projects. Manages engineering and pre-engineering design phases, including QA/QC of design plans. Oversees the permitting process, coordinates with owner/client representatives, utilities, consultants and subcontractors. Participates in contractual review and negotiations, prepares project estimates and bids, oversees and approves material and service purchases. Serves as the Engineer of Record and responsible for all engineering services.

Ric-Man International, Inc.

2004-2010

Senior Design-Build Project Manager

Responsible for the overall management of Design Build projects. Manages engineering and pre-engineering design phases, oversees the permitting process, and coordinates with owner/client representatives, consultants and subcontractors. Participates in contractual review and negotiations and prepares project estimates and bids. Oversees and approves material and service purchases. Develops and oversees public information and outreach plans for project during the design and construction phases.

Department of Public Works, City of Miami

2002-2004

Acting Director

Responsible for directing professional, administrative, technical staff in all aspects of Municipal right-of-way management and administration. Responsible for the management of both internal and external Department of Affairs, including the development and implementation of departmental budgets, policies, regulations, programs, procedures and standards.

EDUCATION

Bachelors of Science in Civil Engineering-1990

University of Florida - Gainesville, Florida

LICENSES

Professional Engineer State of Florida

General Contractor License

Utility and Underground Contractor License

HECTOR MENESES

PROJECT MANAGER

1001 North America Way, Suite 201, Miami, FL 33132 • 305.379.4000 • 305.379.4124

WORK EXPERIENCE

RIC-MAN Construction, Inc., Florida

2015 - Present

Project Manager

Oversees projects in the Miami office

T.V. Diversified, Inc.

2010 - 2015

Project Manager/Estimator

Oversees projects to deliver within budget and ensured delivered on time.

Capitol Contracting Group, LLC.

2008 - 2010

Project Manager/Estimator

Estimating projects. Planning and executing projects to be completed on time and within budget.

American Engineering & Development Corp.

2006 - 2008

Project Manager

Oversees construction of one new projects from original concept through final completion. Create and maintain project schedule.

Astaldi Construction Corp.

2004 - 2006

District Manager

Supervision and coordination of underground construction in South Florida. Participation and oversight of budgeting, workplace safety and financial reports.

Telcon, Inc.

1995 - 2004

Manager/Estimator

Estimating projects. Planning and executing projects to be completed on time and within budget.

EDUCATION

Florida International University, Civil Engineering

Florida Atlantic University, Engineering

CERTIFICATIONS

Intermediate MOT

ATSSA

RAFAEL SANGIOVANNI

PROJECT ENGINEER

1001 North America Way, Suite 201, Miami, FL 33132 • 305.379.4000 • 305.379.4124

WORK EXPERIENCE

RIC-MAN Construction, Inc., Florida

2016 - Present

Project Manager

Assist with projects in the Miami office

Teamwork Group

2015 - 2016

Operations Officer

Responsible for Estimating, Project Management and IT Management.

Kodasco Recycling

2014 - 2014

Operations Manager

Supervise and coordinate company purchases, Manage yard operations. Developing and improving customer's relationships with suppliers. Responsible for payroll.

JTZ Publishing Limited

2011 - 2013

Production/Latin America Manger

Supervise and coordinate company sales orders processing. Oversees the art department production, quality and productivity. Coordinate production orders across Latin American markets. Responsible for coordinating and negotiating contracts.

Infinite Investor Group

2010 - 2011

Store Manager

Responsible for storefront operation including customer relations management and purchasing and selling gold with the goal of maximizing customer retention. Training sales personnel, bill of sales and customer payments. Developed standardized procedures to ensure purchases and sales were handled efficiently and inventory was consistently managed.

Caribe SID

2009 - 2010

Senior Manager International Operations

Managed the migration of a U.S. operation to the Dominican Republic including planning, strategic execution, quality control, publishing coordination and quality control. Managed the graphics design department.

EDUCATION

Florida Atlantic University, Certificate of Project Management - 2016

Instituto Tecnologico De Santo Domingo, Industrial Engineering - 1982

J.D. HUSKEY

SAFETY DIRECTOR

3100 SW 15th Street, Deerfield Beach, FL 33442 • 954.426.1221 • 954.426.1226

WORK EXPERIENCE

RIC-MAN Construction, Inc., Florida

2014 - Present

Safety Director

Enforce and maintain safety policies. Maintain safety literature on all machinery and equipment.

Commonwealth Dynamics, Inc.

2011 - 2014

Safety Manager/Assistant Project Manager

Oversee training and daily construction tasks during chimney erection. Developing procedures and protocols for outside jobs. Training of new hire safety professionals. Development of job specific fall protection as well as emergency plans. Drug testing and management of Workers Comp. Production management, ordering of all material and equipment.

Asphalt 1

2010 - 2011

Superintendent / Safety Director

Oversaw projects, trained and developed safety procedures specialized to job sites and day to day working with clients as well as sales.

Pullman Power, LLC

2003 - 2010

Safety Facilitator

Oversaw many nationwide and overseas projects and training of large crews. Job pre-planning full set up for new construction. Responsible for training of other safety professionals, development of safety protocols and procedures. Drug testing, set up and management of clinics. Dealing with workers compensation, and day to day working with clients along with project completion and sign off.

Gator Construction

2001 - 2002

Safety Manager

Oversaw, trained and managed various jobs to proper safety protocols, job and safety pre-planning.

CERTIFICATIONS

MIOSHA Training Certification
Authorized OSHA Outreach
Trainer for Construction 500
Fall Protection Training/Trainer
Scaffolding Training/Trainer
Fire Protection Training/Trainer
Crane Training/Trainer and Inspector
Heavy Lifting Training/Trainer
Haz-wopper Training
Disaster Site Training
Spyder Climber Training/Trainer
Man-cage Training/Trainer

BRIAN BARIBEAULT

PROJECT SUPERINTENDENT

3100 SW 15th Street, Deerfield Beach, FL 33442 • 954.426.1221 • 954.426.1226

WORK EXPERIENCE

RIC-MAN Construction, Inc., Florida

2006 - Present

Project Foreman

Installation of Underground Utilities Pipe work, road work, and site work.

Justin Industries, Florida

2003

Supervisor

Land clearing, operations of lowboy, dump truck, tractor trailers and house pads

RTE Land Clearing Florida

2002-2003

Operator

All aspects of earthwork construction including underground utilities and drilled shafts

Planet Wood Recycling, Florida

1999-2001

Operator

Operations of loader and backhoe at recycling yard.

EXPERIENCE

Over 11 Years of supervising deep excavations, shoring and pipe installation for water, sanitary and drainage projects.

CERTIFICATIONS

10 Hour OSHA Compliance

CPR/ Medical First Aid

Confined Space Entry

SAUL RIVERA

FOREMAN

3100 SW 15th Street, Deerfield Beach, FL 33442 • 954.426.1221 • 954.426.1226

WORK EXPERIENCE

RIC-MAN Construction, Inc., Florida

2016 – Present

Project Foreman

Oversees field crews in the South Florida market. Responsible for CIPP projects.

Kenny Construction Company

2012 - 2016

Superintendent

Oversees field crews on steam and water inversions and cutting taps on various pipe sizes. . Coordinate schedules and man power on job sites.

Spiniello Companies

2009 - 2012

Foreman

Oversees the installation of liners with air and steam operate steam boiler and operate a TV truck. Operate tractor trailer hauling material for underground pipe lining for sewer rehabilitation throughout the east coast.

Lanzo Lining

2007 – 2009

Project Foreman

Drive a Class A & B truck from Florida to Georgia to install liners for underground pipe rehabilitation. Operate a water and steam boiler and TV truck in the field.

CERTIFICATIONS

30 Hour OSHA Compliance

CPR/ Medical First Aid/AED

NUCA Confined Space Entry

Certified with FDOT for M.O.T.

Class A CDL with hazmat and taker endorsement

Nassco/PACP

MARK SHUSTERIC

PROJECT FOREMAN

3100 SW 15th Street, Deerfield Beach, FL 33442 • 954.426.1221 • 954.426.1226

WORK EXPERIENCE

RIC-MAN Construction, Inc., Florida

2016 - Present

Project Foreman

Responsible for leading construction crews in a safe and efficient installation of assigned work. Interfaces with inspectors and testing QA/QC staff to ensure project requirements are met.

Sullivan Brothers Construction

2012-2016

Utilities Foreman

Managed crew to complete underground utility jobs on time, within budget with perfect safety record. Responsible for scheduling of crews, material take offs and delivery, daily reports, change orders and inspections.

Ric-Man Construction, Inc., Florida

2011-2012

Foreman

Responsible for managing the onsite operations of utility construction projects. Coordination of water and sewer crew, material deliveries and jobsite safety.

Fenton Excavating Co.

2009-2010

Foreman

Managed underground utility and road construction projects. Responsible for all aspects of onsite management including crew scheduling and travel arrangements, equipment and material mobilization, daily reports, progress meetings, pay estimates, subcontractors, traffic control and jobsite safety.

D'Alessandro Contracting Group

2011-2012

Foreman

Responsible for managing underground utility projects both open cut and tunnel. Supervised crews, subcontractors and material deliveries to ensure jobs are completed within budget and meets production schedule according to plans and specs.

CERTIFICATIONS

10 Hour OSHA Compliance

CPR/ Medical First Aid

Confined Space Entry

Competent Person

Rigging Certified

TWIC Card

LITIGATION DOCUMENTATION

Re: Litigation History

Circuit Court of the Fifteenth Judicial Circuit
Case # 50-2009-CA-29791
Nancy Chandler, Plaintiff

VS.

RIC-MAN Construction, Inc
The City of Boynton Beach

Project: INCA Storm water management and Water Main Replacement Project
Owner: The City of Boynton Beach
Engineer: Camp Dresser & McKee

The plaintiff alleges that RIC-MAN Construction negligently dewatered the property thus causing the plaintiff to suffer damages. The case was filed September 2009 2 years after the completion of the project. The current status of the case is ongoing, awaiting a date to be set for trial.

There has not been any a criminal proceeding or hearings concerning any business related offences for RIC-MAN Construction, Inc. its principals or officers. RIC-MAN Construction, Inc. its principals or officers have never been debarred or suspended from bidding by any government agency.

In the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County Florida

David Mancini & Sons Inc a Florida Corporation, Plaintiff

RIC-MAN Construction, Inc. a foreign Corporation Authorized to do business in the State of Florida, Defendant

Case No. 11-16757CA-8

Involving Project No DB10-WASD-01 ESP Miami Dade Water & Sewer

Description of the subject matter of the dispute; There is a dispute between the parties regarding David Mancini & Sons and Ric-Man Construction's legal rights and obligations under the parties' teaming agreement related to Miami Dade County's Water and Sewer Department OCI Project No DB10-WASD-011 ESP. David Mancini & Sons asserts that they have a justiciable question as to its rights under the agreement and there is an actual and present need for the court to make a declaration regarding the agreements validity.

The Current Status of the case; being this case was filed in July of 2011 it is still in the preliminary stages of the proceedings and currently no court date has been established for the hearing of the case.

CERTIFICATE OF CORPORATION

State of Florida Department of State

I certify from the records of this office that RIC-MAN CONSTRUCTION FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on July 6, 2004.

The document number of this corporation is P04000101933.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 8, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of March, 2016*



Ken Petner
Secretary of State

Tracking Number: CC5495198393

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

ALFREDO FERNANDEZ

PROJECT FOREMAN

3100 SW 15th Street, Deerfield Beach, FL 33442 • 954.426.1221 • 954.426.1226

WORK EXPERIENCE

RIC-MAN Construction, Inc., Florida 2016- Present

Project Foreman
Responsible for leading construction crews in a safe and efficient installation of assigned work.

R&G Engineering, Inc. 2012-2016

Project Superintendent
Responsible for all aspects of the construction project in the field operations. Prepare schedules from submission to completion. Monitor construction progress, including worker productivity and compliance with safety codes.

M. Villa & Associates 2010-2012

Field Operation Manager
Oversees the underground crew for water, sewer and drainage installation, concrete restoration crews, and asphalt restoration crews. Prepare and schedule field work ensuring material and equipment are provided to crews to complete work on schedule and under budget.

Rock Power Paving 2009-2010

Superintendent
Oversees the underground crews. Responsible for ensuring all crews have equipment and material needed to complete the jobs in the most cost efficient way, complying with plans and specifications and follow safety regulations.

Developer Diversified Realty Corp. 2007- 2007

Project Manager
Oversee completion of the roadways and sidewalk installation for project. Managed day to day functions of subcontractors.

CERTIFICATIONS

FWCOA Sewer License B & C
Confined Space Certification
Trenching and Excavation Certification by OSHA

AMAURY MONZON

PROJECT FOREMAN

3100 SW 15th Street, Deerfield Beach, FL 33442 • 954.426.1221 • 954.426.1226

WORK EXPERIENCE

RIC-MAN Construction, Inc., Florida

2014 - Present

Project Foreman

Responsible for leading construction crews in a safe and efficient installation of assigned work.

Monzon Crane

2006 - 2014

Crane Operator

Crane operator and part owner

CERTIFICATIONS

CDL Class B License

Certified Crane Operator

NCCCO Certified

State of Florida Department of State

I certify from the records of this office that RIC-MAN CONSTRUCTION, INC. is a Michigan corporation authorized to transact business in the State of Florida, qualified on December 11, 2002.

The document number of this corporation is F02000006152.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 8, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of March, 2016*



Ken Detmer
Secretary of State

Tracking Number: CC2494493779

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

OCCUPATIONAL LICENSE

Business Tax Office
 150 NE 2nd Ave.
 Deerfield Beach, FL 33441
 Phone: (954)480-4333
 E-mail: web.btr@deerfield-beach.com



Business Tax Receipt
 2016-2017
Receipt Number: 17-00027012
Date Issued: 9/1/2016
Expires: 9/30/2017

RIC-MAN CONSTRUCTION FLA. INC
 3100 SW 15 ST
 DEERFIELD BEACH FL 33442

Classification: GENERAL CONTRACTOR
Business Location: 3100 SW 15 ST
Applicant: RIC MAN CONSTRUCTION OFFICE
Control Number: 0190750

Tax Amount: \$ 117.60	Add. Fees: \$ 111.60	Penalty: \$ 0.00	Total Amount Paid: \$229.20
-----------------------	----------------------	------------------	-----------------------------

Notice: This Tax Receipt becomes *NULL* and *VOID* if ownership, business name, or address changed. Business owner must apply to Business Tax Office for Transfer.

Detach and retain for your records

***** Business Tax Receipt *****
 2016-2017

- This Business Tax Receipt represents proof of payment of your Business Tax Fee for the period of October 1st to September 30th. Please exercise diligence in maintaining this receipt.
- Once you have obtained a Deerfield Beach Business Tax Receipt, you will be sent a renewal notice each year beginning July 1st, (90 days prior to expiration) to the address listed on the Receipt. Please check all Receipt information and report any errors to us immediately. The City may impose fines and penalties for failure to renew this Receipt.
- Your current Receipt shall be posted so that it is able to be viewed by anyone upon entering your place of business.
- If you change your business name, ownership or location, you must apply for a new Tax Receipt.
- If you have more than one location, you must obtain a Receipt for each location.
- For information on signage regulations, visit the City's website at www.deerfield-beach.com/signage.

Increase traffic to your business by participating in the City's Recycling Rewards Program!

Residents who recycle on a regular basis are accumulating points to be redeemed for rewards at participating businesses to claim discounts and gift certificates. Participating businesses see increased traffic from this program and those that have a commercial recycling account serviced by the City receive additional rewards.

To learn how to have your business become a Rewards Partner, please contact Recycling Perks at infor@recyclingperks.com. For Information on how to set up a commercial recycling account, contact the City's Recycling Division at 954-480-4454.

This Receipt does not represent an endorsement or certification of the business listed herein by the City of Deerfield Beach.

MIKE RUSSO

PROJECT FOREMAN

3100 SW 15th Street, Deerfield Beach, FL 33442 • 954.426.1221 • 954.426.1226

WORK EXPERIENCE

RIC-MAN Construction, Inc., Florida

2016 - Present

Project Foreman

Responsible for leading construction crews in a safe and efficient installation of assigned work.

Russo Trucking

2012-2016

Owner

Land clearing, truck hauling and dirt work.

RIC-MAN Construction, Inc., Florida

2010-2012

Foreman

Responsible for leading construction crews in a safe and efficient installation of assigned work

CERTIFICATIONS

10 Hour OSHA Compliance

CPR/ Medical First Aid

Business Tax Office
 150 NE 2nd Ave.
 Deerfield Beach, FL 33441
 Phone: (954)480-4333
 E-mail: web btr@deerfield-beach.com



Business Tax Receipt
 2016-2017
 Receipt Number: 17-00024559
 Date Issued: 9/1/2016
 Expires: 9/30/2017

RIC-MAN CONSTRUCTION, INC.
 3100 SW 15 ST
 DEERFIELD BEACH FL 33442

Classification: GENERAL CONTRACTOR
 Business Location: 3100 SW 15 ST
 Applicant: DANIEL MANCINI - CONTRACTOR
 Control Number: 0161562

Tax Amount \$ 117.60	Add Fees \$ 61.20	Penalty \$ 0.00	Total Amount Paid \$178.80
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Notice: This Tax Receipt becomes NULL and VOID if ownership, business name, or address changed. Business owner must apply to Business Tax Office for Transfer.

Detach and retain for your records

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 2016-2017

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This Receipt does not represent an endorsement or certification of the business listed herein by the City of Deerfield Beach

003192

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



6483739

BUSINESS NAME/LOCATION
RIC MAN CONSTRUCTION FLORIDA INC
1001 N AMERICA WAY 201
MIAMI FL 33132

RECEIPT NO.
RENEWAL
6753620

EXPIRES
SEPTEMBER 30, 2017

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
RIC MAN CONSTRUCTION FLORIDA INC

Worker(s) 30

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR
CGC1514965

PAYMENT RECEIVED
BY TAX COLLECTOR
\$105.00 08/30/2016
CREDITCARD-16-049937

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

002837

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



6078794

BUSINESS NAME/LOCATION
RIC MAN CONSTRUCTION INC
1001 N AMERICA WAY 201
MIAMI FL 33132

RECEIPT NO.
RENEWAL
6341200

EXPIRES
SEPTEMBER 30, 2017

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
RIC MAN CONSTRUCTION INC

Worker(s) 30

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR
CGC1505982

PAYMENT RECEIVED
BY TAX COLLECTOR
\$105.00 08/30/2016
CREDITCARD-16-049937

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

GENERAL CONTRACTOR LICENSES



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
 1940 NORTH MONROE STREET
 TALLAHASSEE FL 32399-0783

(850) 487-1395

MANCINI, DANIEL CHRISTOPHER
 RIC-MAN CONSTRUCTION FLORIDA INC
 3100 SW 15TH STREET
 DEERFIELD BEACH FL 33442

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1514965 ISSUED: 06/27/2016

CERTIFIED GENERAL CONTRACTOR
 MANCINI, DANIEL CHRISTOPHER
 RIC-MAN CONSTRUCTION FLORIDA INC

IS CERTIFIED under the provisions of Ch. 489 FS.
 Expiration date : AUG 31, 2018 L1606270000525

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1514965	

The GENERAL CONTRACTOR
 Named below IS CERTIFIED
 Under the provisions of Chapter 489 FS.
 Expiration date: AUG 31, 2018



MANCINI, DANIEL CHRISTOPHER
 RIC-MAN CONSTRUCTION FLORIDA INC
 7001 NW 66TH STREET
 PARKLAND FL 33067



ISSUED: 06/27/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606270000525



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

MANCINI, DANIEL CHRISTOPHER
RIC-MAN CONSTRUCTION INC
3100 SW 15TH STREET
DEERFIELD BEACH FL 33442

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Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1505962 ISSUED: 06/27/2016

CERTIFIED GENERAL CONTRACTOR
MANCINI, DANIEL CHRISTOPHER
RIC-MAN CONSTRUCTION INC

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2018 L1606270000524

DETACH HERE

RICK SCOTT, GOVERNOR

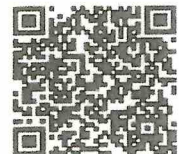
KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1505962	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

MANCINI, DANIEL CHRISTOPHER
RIC-MAN CONSTRUCTION INC
3100 SW 15TH STREET
DEERFIELD BEACH FL 33442



ISSUED: 06/27/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606270000524

FDOT PRE-QUALIFICATION



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

June 30, 2016

RIC-MAN CONSTRUCTION FLORIDA, INC.
3100 SW 15TH ST
DEERFIELD BEACH FL 33442

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2017. However, the new application is due 4/30/2017.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FLEXIBLE PAVING, GRADING, WATER MAIN, SANITARY SEWER, FORCE MAIN INSTALLATION

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D Autry

Alan Autry, Manager
Contracts Administration Office

Digitally signed by Alan D Autry
DN: cn=US, o=IdenTrust ACES Business Representation,
ou=FLORIDA DEPARTMENT OF TRANSPORTATION, cn=Alan
D Autry,
sp.2342.19.200.3001.00.1.1=a01097C000014DEB7391B00
004776
Date: 2016.06.30 15:45:12 -0400

AA:cj

www.dot.state.fl.us

LETTERS OF RECOMMENDATION



Hanson Pressure Pipe
208 Cedarwood Court
DeBary, Florida 32713
P: 386.753.9426
F: 386.753.9482
C: 407.625.0200
Charlie.Sullivan@hanson.com

March 23, 2012

Ric-Man Const. Inc.
3100 S.W. 15th Street
Deerfield Beach, FL 33442

To whom it may concern:

I am writing this letter to recommend the services of Ric-Man Const. Inc. of Deerfield Beach, Florida.

Hanson Pressure Pipe has worked with Ric-Man Const. Inc. on many pipe-related projects over the last several years and I feel confident in recommending their expertise in addressing pipe related issues. This includes new pipe installations as well as modifications to existing lines.

If you have any further questions, please feel free to contact me.

Regards,

A handwritten signature in cursive script that reads "Charlie".

Charlie Sullivan
Regional Sales Manager

Copy: file



Public Works Department
HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION
Parks Planning and Design
1 N. University Drive, Suite 4100B • Plantation, Florida 33324-2036 • 954-577-4645 • FAX 954-916-1376

To whom it may concern:

We commend Ric-Man Construction Florida, Inc. on an outstanding job on the Highland Scrub Natural Area, in Pompano Beach, Florida. The project had its final successful completion in December 2007. The Project Manager was a pleasure to work with and the Crew was very efficient and worked well with everyone and kept it clean and professional at the job site.

The company has an excellent reputation for timely completion of its work. Needless to say, we would consider the company for future work.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Kristen", is written over a blue rectangular background.

Bill Kristen

Project Manager

Broward County Board of County Commissioners
Sus Gunzburger • Kristin D. Jacobs • Albert C. Jones • Ken Keechl • Ilene Lieberman • Stacy Miller • John E. Rodstrom, Jr. • Diana Wesseman-Rubli • Lois Wexler
www.broward.org



April 12, 2010

Mr. Dan LaCross
Ric-Man Construction, Inc.
3100 SW 15th Street
Deerfield, FL 33442

Subject: Letter of Reference

Dear Mr. LaCross:

I am writing to express my sincere appreciation to Ric-Man for your efforts on the Overtown-Venetian Transmission Line. As Avisco's lower-tier subcontractor during the final construction, Ric-Man's fine personnel provided exemplary service. Ric-Man's commitment to safety and quality was evident throughout your work and in the finished project. Your team worked very efficient and was very responsive to all our needs throughout the performance of the work.

It would indeed be my pleasure to work with Ric-Man again. I look forward to the opportunity to do so.

Sincerely,
AVISCO, INC.

Patricia Ferguson
Corporate Secretary/Contracts Manager



November 13, 2010

Ric-Man Construction
1919 NW 40th Court
Pompano Beach, FL 33064

RE: Letter of Appreciation


It is with great pleasure that I commend your company for the outstanding support you provided to the City of Fort Lauderdale's \$691 million Water and Wastewater Capital Improvements Program known as WaterWorks 2011.

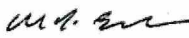
Your construction crews, foreman and project manager's consistent outstanding work ethic and attention to detail were critical to the successful completion of the \$3.5 million Shady Banks Basin C project. As the construction contractor, you skillfully led your crews through a multitude of issues, which included a low overhanging tree canopy, limited access routes to the neighborhood, multi-agency coordination of construction activities, vocal local residents, and in-field design changes necessary for the completion of the project.

I credit your company's leadership and client focus for completing this project on schedule and under budget. The performance you displayed is most admirable and helped to strengthen the program's overall success. I applaud your exceptional professionalism, devotion, and pride.

On behalf of the City of Fort Lauderdale's WaterWorks 2011 program, thank you for a job well done!

Sincerely,


Luis Roseco, Jr.
Program Director
CH2M HILL


Paul R. Bohlander, P.E.
Assistant Public Services Director/Engineering
City of Fort Lauderdale

CITY OF FORT LAUDERDALE
WATER AND WASTEWATER CAPITAL IMPROVEMENTS PROGRAM
200 NORTH ANDREWS AVENUE, SUITE 300
FORT LAUDERDALE, FLORIDA 33301
PHONE: 954.522.2604 FAX: 954.522.7971

PAST PROJECTS COMPLETED WITH CIPP (CURED-IN-PLACE PIPE) REHABILITATION

RMC #	OWNER	DESCRIPTION	COMPLETION	8"	10"	15"	16"	18"	24"	30"	36"	42"	48"	54"	60"	78"	CONTRACT \$
12-40052	Broward County CIP Rehab	12/17/2013	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,073,026.00
Cleaning/CCTV and lining of existing Storm Sewer/Grounding and rehabilitation of 45va existing structures. 133 S. Ocean Blvd, Orlando Florida 32807. Wilkes Kemp 1.407.482.7835. wilkes.kemp@del.state.fl.us																	
13-145	OWNER	DESCRIPTION	COMPLETION	8"	10"	15"	16"	18"	24"	30"	36"	42"	48"	54"	60"	78"	CONTRACT \$
	FOOT	Orlando CIP and Grounding	1/7/2014	0	0	48	0	0	0	0	0	0	0	0	0	0	4,126,544.00
Cleaning/CCTV and lining of existing Storm Sewer/Grounding and Jonn sealing 242 ea 15" x 60" Florida Department of Transportation 133 S. Ocean Blvd, Orlando Florida 32807. Wilkes Kemp 1.407.482.7835. wilkes.kemp@del.state.fl.us																	
RMC #	OWNER	DESCRIPTION	COMPLETION	8"	10"	15"	16"	18"	24"	30"	36"	42"	48"	54"	60"	78"	CONTRACT \$
	MUSD	Norfolk Metropolitan Sewer District	1/7/13/14	0	0	0	0	0	0	0	0	0	0	0	0	0	1,073,026.00
Cleaning/CCTV, Sewerage Bypass Pumping of Existing 48" Transmission Sewer Midwestern Metropolitan Sewer District 1650 Monmouth Rd, Raleigh Missouri 65213. Eric Nigilien 608.222.1701. eric.nigilien@midwest.mw.us																	
RMC #	OWNER	DESCRIPTION	COMPLETION	8"	10"	15"	16"	18"	24"	30"	36"	42"	48"	54"	60"	78"	CONTRACT \$
	FOOT	Orlando CIP Rehab and Grounding	1/21/2015	0	0	0	0	0	0	0	0	0	0	0	0	0	7,240,768.00
Cleaning/CCTV and lining of existing Storm Sewer/Grounding and Florida Department of Transportation 133 S. Ocean Blvd, Orlando Florida 32807. Mohamed Bouazizi@del.state.fl.us																	
RMC #	OWNER	DESCRIPTION	COMPLETION	8"	10"	15"	16"	18"	24"	30"	36"	42"	48"	54"	60"	78"	CONTRACT \$
	Broward County	16" Forcemain CIP	7/15/2015	0	0	0	0	0	0	0	0	0	0	0	0	0	546,380.00
WATER AND WASTEWATER SERVICES Rehabilitation of existing 16" Wastewater Forcemain Crossing Intersecting Wasteway 2555 W. COPPIN ROAD, John Miera 954.831.0330																	
RMC #	OWNER	DESCRIPTION	COMPLETION	8"	10"	15"	16"	18"	24"	30"	36"	42"	48"	54"	60"	78"	CONTRACT \$
	Orlando Beach	Sanitary and Storm CIP	1/15/2015	0	0	0	0	0	0	0	0	0	0	0	0	0	449,741.00
Storm Sewer Rehabilitation CIP City of Orlando Beach Florida 22 South Beach Street Orlando Beach Fl. 32714 Mr. Alex Blake, Construction Engineer																	
RMC #	OWNER	DESCRIPTION	COMPLETION	8"	10"	15"	16"	18"	24"	30"	36"	42"	48"	54"	60"	78"	CONTRACT \$
	Oakland County	24" and 36" Sanitary CIP	6/15/2015	0	0	0	0	0	0	0	0	0	0	0	0	0	112,659.00
Weide 11km Daniel L. D'Amico 313.951.3600 office OWNER 4801 E 38 th Storm Sewer Rehab Downtown Orlando																	
RMC #	OWNER	DESCRIPTION	COMPLETION	8"	10"	15"	16"	18"	24"	30"	36"	42"	48"	54"	60"	78"	CONTRACT \$
	Orlando Beach	Storm CIP	1/21/15/2015	0	0	57	0	0	0	0	0	0	0	0	0	0	352,115.00
Storm Sewer Rehabilitation CIP City of Orlando Beach Florida 22 South Beach Street Orlando Beach Fl. 32714 Mr. Alex Blake, Construction Engineer																	
RMC #	OWNER	DESCRIPTION	COMPLETION	8"	10"	15"	16"	18"	24"	30"	36"	42"	48"	54"	60"	78"	CONTRACT \$
	City of Ann Arbor, MI	11,000' 36" x 42"	10/17/2016	0	0	0	0	0	0	0	0	0	0	0	0	0	2,019,155.00
Ann Waterway City City P.L.P.M. 734-PM 1744																	
RMC #	OWNER	DESCRIPTION	COMPLETION	8"	10"	15"	16"	18"	24"	30"	36"	42"	48"	54"	60"	78"	CONTRACT \$
	16-BRGR	16" CIP Sanitary 43' Drop		0	0	0	0	0	0	0	0	0	0	0	0	0	5,505,710.00
16-BRGR 16" CIP Sanitary 43' Drop Boring and Shrink Boring and Shrink 318.473.9011																	
RMC #	OWNER	DESCRIPTION	COMPLETION	8"	10"	15"	16"	18"	24"	30"	36"	42"	48"	54"	60"	78"	CONTRACT \$
	16-CCD	16" CCD	5/17/2022	0	0	214	0	0	0	0	0	0	0	0	0	0	710,175.00
Paul Stewart 338.612.0732																	
TOTALS				8"	10"	15"	16"	18"	24"	30"	36"	42"	48"	54"	60"	78"	
				2,215.00	3,600.00	2,857.00	715.00	5,005.00	6,514.00	4,802.00	9,322.00	7,248.00	4,607.00	4,691.00	4,691.00	4,691.00	22,353,018.00
TOTAL FOOTAGE TO DATE				52,536.00													

8: Main Construction
C of Record



Past Florida Projects Completed with CIPP Rehabilitation

FDOT 321-634-6099
Wilkes Kemp Project Engineer
Wilkes.kemp@dot.state.fl.us \$1,119,636.00
Project Completed 9/15/13 to 12/14/13

Project E5Q52 Orange County Cleaning/CCTV and CIPP Lining of Existing Storm Sewers
125' of 18", 366' of 24", 200'lf of 30", 1,036'lf of 36", 783'lf of 48", 909'lf of 54", 813'lf of 60"

FDOT 321-639-5749
Al Tahrani Project Engineer
Al.Tehrani@dot.state.fl.us \$1,073,026.00
Project Completed 9/15/13 to 12/14/13

Project E5Q523 Brevard County Cleaning/CCTV and CIPP Lining of Existing Storm Sewers
518' of 18", 1049' of 24", 1,069'lf of 30", 1,131'lf of 36", 268'lf of 42", 238'lf of 48"

FDOT 352-326-7742
Monaem Bouazizi PE/Area Manager District 5
Monaem.Bouazizi@dot.state.fl.us \$2,290,785.00
Project Completed 12/15/2015

Project E5W67 Orange County Cleaning/CCTV/Grouting and CIPP Lining of Existing Storm Sewers
3,276'lf of 18", 3,017'lf of 24", 2,578'lf of 30", 142'lf of 36", 944'lf of 42", 582'lf of 54", 1,395'lf of 78"

City of Ormond Beach, Florida 386-989-2354
Alex Blake, P.E. City Engineer
ablake@palmcoastgov.com \$801,882.00
Project Completed 3/5/2016

Sanitary and Storm Sewer Rehabilitation, Cleaning/CCTV and CIPP Lining
2,215'lf of 8", 340'lf of 10", 939'lf of 24", 698'lf of 30", 352'lf of 36", 1,489'lf of 48"

Broward County Engineering Division
John Morra
JMORRA@broward.org
Project Completed 11/2015

954-831-0902
Project Engineer
\$486,380.00

Rehabilitation of existing High Pressure 16" Force main crossing the ICW in Light House Point
715'lf of 16" CIPP Pressure Force main

Cape Coral, Florida
Paul Stewart
pstuart@capecoral.net
Project ongoing 2nd W.O. completed Start Date 5/2016

239-574-0791
Project manager
5-Year Annual Contract \$3,500,000.00

15" through 36" Storm Sewer Rehabilitation CCTV/Clean Bypass Pumping and CIPP Rehabilitation
Completed to date through W.O. #02 1,783'lf 15", 1,409'lf 18", and 715' lf 24", 1,057' lf 36"

Gomez Construction Company, Orlando
Stephen (Steve) R. Corrow
scorrow@gomezconstruction.com
Completed June 30, 2016

407-375-3286
Owner
\$106,000.00

406'lf 36" CIPP existing Storm Sewer Downtown Orlando, 2001 South Orange Avenue

Daniel C. Mancini
6850 Nineteen Mile Rd.
Sterling Heights, MI 48314
(586) 739-5210

EDUCATION/TRAINING

Wayne State University
B.S. Civil Engineering, Graduated 1985

EMPLOYMENT HISTORY

Ric-Man Construction, Inc., Deerfield Beach, FL 2003 – Present
Vice President

Ric-Man Construction Florida, Inc., Deerfield Beach, FL 2003 – Present
President

Mr. Mancini has 30 years of experience that includes underground utility installation from sanitary sewer, water main, live tapping, large diameter pipe, horizontal directional drilling, tunneling and shafts, storm sewer/drainage and road construction is responsible for all aspects of the company business including hands on field and office administration. Specific project experience is provided below.

DB10-WASD-01 ESP Government Cut Utility Relocation Project: Replacement of an existing 20” water main from Port Island to Fisher Island under Fisherman’s Channel and replacement of an existing 54” force main from Fisher Island to south of the City of Miami Beach under Government Cut Channel. Install a new 24” diameter pipeline using Horizontal Directional Drilling below Fisherman’s Channel to install a minimum 24” inside diameter HDPE between the Port Island and Fisher Island Shafts.

CITY OF BOCA RATON

2008 - Reclaimed Water Main Extension Broken Sound East
Includes +/- 300 LF of 24” O.D. HDPE installed Via Horizontal Directional Drill
Under Yamato Road

CITY OF BOYNTON BEACH

City Project Manager, Paul Fleming (561) 742-6400
2005 - INCA Storm Sewer Water Main Improvements
7,500 lf of HDPE drainage pipe, 20,000 sy of asphalt/new roadway

BROWARD COUNTY

2001 - 54,500 lf 6”- 36” Sewer & Water
2002 - 25,000 lf 12”- 36” Sewer & Water
2002 - 55,900 lf 8”-15” Sewer & Water
2007 - Highland Scrub County Park
2009 - Emergency Installation and Repair Services for Water and Sewer Systems
2010 - North County Neighborhood Improvement Project Bid Package 12
2011 - North County Neighborhood Improvement Project Bid Package # 13

CITY OF DEERFIELD BEACH

2004 - Ocean Way Improvements
2008 - Hillsboro Boulevard Improvements

FLORIDA DEPARTMENT OF TRANSPORTATION

2001 - Misc. Repairs Annual Contracts

2002 - Misc. Repairs Annual Contracts

FLORIDA POWER AND LIGHT

2009 - Landside excavation for the installation of 9.75" Steel Conduit

For a 138 kv Transmission Line Support for the HDD Contractor Mears

2011 - Installation of +/- 1200 LF of 12-6" Conduit Duck Bank encased in Fluidized Thermal Backfill

CITY OF FORT LAUDERDALE

2000 - 6" - 14" Force Main w/Pump Stations

2007 - NE Large Water Main Improvements, Roadway Reconstruction 10,000 lf of water main, 160 lf jack and bore

2008 - Shady Banks Septic Area 5 Basin C 15,986 lf of 8" Gravity Sewer

2009 - 30" Transmission Main Replacement

Tied in previously installed Directional Drill and Removed and reinstalled 30" Ductile Iron Water Main

2010 - 48" Water Main Improvements Alternate Alignment

CITY OF MIAMI

2002 - 6,560 lf 12 & 16" DIP 3,280LF Direction Drilling

MIAMI-DADE WATER AND SEWER

1995 - 48" Force Main

1995 - 5,000 lf 36" DIP Water Main

1995 - 5,000 lf 72" Pre-stressed

1995 - 5,000 lf 72" Pre-stressed

1996 - S-427 Dixie Highway Project

1997 - 1,324 lf 48" DIP w/Part Micro Tunnel

1997 - 32 Street Force Main

1998 - 24" Force Main

2002 - 12"- 30" Sewer & Water

2009 - Miami Springs Calcium Carbonate Deposit Lagoon
Calcium Carbonate Deposit Removal

PALM BEACH COUNTY

2002 - 30,000m 450mm - 1800mm Sewer & Water

SOUTH CENTRAL REGIONAL WASTEWATER BOARD

1998 - NW Reuse System Transmission

Ric-Man International, Inc., Ft. Lauderdale, FL

1987 - 2003

Vice President

Responsible for all aspects of the company business including hands-on field and office administration.

Ric-Man International, Inc., Ft. Lauderdale, FL

1990 - 1994

Superintendent

Supervise foreman constructing water main, sanitary sewer, drainage, roadways, pump stations, jack & bores.
Coordinate subcontractors and suppliers work phases.

Ric-Man International, Inc., Ft. Lauderdale, FL

1987 – 1990

Foreman

Supervise the constructing of water main, sanitary sewer, drainage, roadways, pump stations, jack & bores.
Coordinate subcontractors and suppliers work phases.

LICENSES

- State of Florida Certified General Contractor
Ric-Man Construction, Inc. – CGC1505962
Ric-Man Construction, Florida, Inc. – CGC1514965 *CPR/Medical First Aid*
- Competent Person Trained Trench Safety
- Confined Space Trained
- CPR Trained

John D'Alessandro
3100 SW 15th Street
Deerfield Beach, Florida 33442

EMPLOYMENT HISTORY

Ric-Man Construction, Florida Inc. Deerfield Beach 2011 – Present

Ric-Man Detroit, Inc., Detroit, MI

Vice President

- Estimating and General Manger of all Trenchless Rehabilitation and CIPP work
- **City of Clawson, Contract 3 – Open Cut Sanitary Repairs:** 98 ea. Point repairs 8” through 24”, bypass pumping, Manhole Rehabilitation, Concrete Road Restoration, Pipe bursting, lateral connections, pre/post CCTV & Cleaning
- **City of Roseville, Contract 3 - Open Cut Sanitary Repairs:** 116 ea. Point repairs 8” through 30”, Bypass Pumping, Manhole Rehabilitation, Concrete Road Restoration, Pipe Bursting, lateral connections, pre/post CCTV & Cleaning

Lanzo Lining Services, Inc., Deerfield Beach, FL 2004 - 2010

Chief Estimator and General Manager

- Utility Company specializing in Rehabilitating Sanitary, Drainage Water and Force main by CIPP (cured in place pipe).
- Responsible for all national bidding and procurement projects.
- Project Manager for all current contracts held in the State of Florida.
- MacDill Air Force Base, Tampa, Florida project. 17,000 lf 14” to 54” CIPP of storm drainage system GPR (Ground penetrating radar) survey. Structure rehabilitation with epoxy coatings and exterior pipeline grouting from surface.
- City of Atlanta, Georgia Watershed Contract 4, 60,000 lf of CIPP 8” to 24” gravity sewer, point repairs, pipe bursting, manhole rehabilitation and related restoration.
- City of Hollywood, Florida, 13,000 lf 48” and 9,000 lf 36” Gravity CIPP, major bypass pumping, manhole rehabilitation, sanitary lateral CIPP.
- Miami Dade Water and Sewer, Annual Contract CIPP of 8” through 21” Sanitary Sewers, 145,000’lf
- City of Ft. Lauderdale Florida, various contracts, combined 175,000 lf 8” to 15” CIPP rehabilitation. 500 each lateral linings and manhole cementitious coatings.
- City of Petersburg, Florida, annual contract for CIPP rehabilitation of mainline sanitary, laterals and manholes. 55,000’lf
- Clinton Township, Michigan, 9500 lf 36” gravity sewer rehabilitation and manhole cementitious coatings with related grouting and bypass pumping.
- City of Detroit two year annual sewer rehabilitation project, gravity sewer CIPP ranging from 8” to 120” manhole cementitious and related point repairs.

John D'Alessandro
3100 S.W. 15th Street
Deerfield Beach, FL 33442
(954) 426-1221

EMPLOYMENT HISTORY

Telcon, Inc.

1993 – 2005

Owner

- Utility contractor performing water, sewer and drainage throughout central and southeast Florida public and private sector. Complete site work including utilities, pavement and earthwork.
- Worked directly for FPL and Southern Bell installing concrete duct banks, residential URD and cable, high voltage pipe type transmission and fiber optic cable installation.
- Project experience includes heavy civil pipe installations, sewage pumping stations and treatment plants, earthwork, paving, power and communication utilities, manhole and utility pipeline rehabilitations. Bore and jacking, Micro tunneling and directional boring.

Lanzo Construction Company, Pompano Beach, FL

1980 – 1993

Project Manager and Estimator

- Project Manager for Florida structural Division, direct involvement with all treatment facilities and pump station contracts for Florida, North Carolina and Michigan operations.

CERTIFICATIONS

- Utility Contractors License Dade County Florida
- Utility Electrical License Dade County Florida
- Utility and Pavement License Broward County Florida
- Certification for Confined Space Entry
- Certified with FDOT for M.O.T
- Certification for CPR/Medical First Aid

Saul Rivera
6850 Nineteen Mile Road
Sterling Heights, MI 48314
(586) 739-5210

EMPLOYMENT HISTORY

Ric-Man Construction, Inc., Michigan
Ric-Man Construction Florida, Inc., Florida
Superintendent/Foreman

March 21, 2016 – Present

Kenny Construction Company May 2012 to March 2016

Project: City of Evanston Large Diameter Sewer Rehabilitation
Date: May 2014 to July 2014
Owner: City of Evanston Utilities Department
Superintendent: Responsible for the installation of 1,850 LF of 36" CIPP, 2,200 LC of 42" CIPP and 1,300 LF of 48" CIPP for the City of Evanston.

Project: Upper Des Plaines Intercepting Sewer 20B Rehabilitation, NSA
Date: May 2014 to September 2014
Owner: Metropolitan Water Reclamation District of Greater Chicago
Superintendent: Oversaw the wet-out and installation of 6,000 LF of 60" CIPP in manholes that ranged from 55' to 60' deep. In addition, the project included the rehabilitation of 11 manholes. Project ran throughout the north and northwest suburbs of Chicago.

Project: Term Agreement for Sewer Lining: North, North, Central, South and Far South Areas
Date: June 2014 to November 2014
Owner: City of Chicago, Department of Water Management
Superintendent: Management of 300,000 LF of Cured-in-Place Pipeline Rehabilitation of Chicago's existing antiquated sewer system. Work included cleaning, lateral reinstatements, lateral lining of storm drains, point repairs, manhole and catch basin rehabilitation and items of restoration.

Project: Tollgate 2013 Interceptor Rehabilitation – WSU Project
Date: January 2014 to April 2014
Owner: City of Aurora
Superintendent: Management of 13,751 LF of 33", 36", 42" Cured-In-Place Pipeline Rehabilitation of Arora sewer system. Work included cleaning, lateral reinstatements, lateral lining of storm drains, point repairs, manholes and items of restoration.

Project: Arizona Forest Hwy 39 Mt. Lemmon Drainage – WSU Project
Date: September 2013 to December 2013
Owner: Pima County DOT, AZ
Superintendent: Management of 2,262 LF of 24", 30", 42", 48" lining of storm sewer culverts. Work included lateral lining of storm drains, point repairs, manholes and items of restoration.

Project: East 88th Avenue CIPP Project – WSU Project
Date: June 2013 to September 2013
South Adams County Water and Sanitation District

Position: Foreman: Management of 4,300 LF of 18" Cured-in-Place Pipeline Rehabilitation of sanitary sewer system. Work included bypass, cleaning, lateral reinstatements, CCTV, point repairs, manholes and items of restoration.

EMPLOYMENT HISTORY cont'd

Project: Fiscal Year 2013 Sewer Lining Projects
Date: June 2013 to September 2013
Owner: Board of Public Utilities, Cheyenne Wyoming
Foreman: Management of 3,162 LF of 8", 9", 10" Cured-in-Place Pipeline Rehabilitation of sanitary sewer system. Work included bypass, cleaning, lining, manholes and items of restoration.

Project: Alma 2012 Sanitary Sewer Improvements Phase 2
Date: January 2013 to September 2013
Owner: City of Alma, Kansas
Foreman: Management of 22,274 LF of 8", 10", 12" Cured-in-Place Pipeline Rehabilitation of sanitary sewer system. Work included bypass, cleaning, lining, lateral reinstatements, CCTV and point repairs.

Project: Exposition Interceptor Rehabilitation
Date: September 2012 to December 2012
Owner: City of Aurora, Colorado
Foreman: Management of 10,289 LF of 27", 30" Cured-in-Place Pipeline Rehabilitation of sanitary sewer system. Work included bypass, cleaning, lining, lateral reinstatements, CCTV and point repairs

Spiniello Companies

2008 – 2012

Project: Herring Run Sewer Rehab
Date: September 2011
Owner: City of Baltimore, Maryland
Structural rehabilitation of sewer and installation of approximately 33,000 LF of 18" to 33" sanitary sewer trunk main by cured-in-place lining with air and steam.

Project: 2010 Sanitary Trunk Sewer Rehabilitation
Date: July 2010
Owner: RMWWA, Flemington, Maryland
Structural rehabilitation of sewer and installation of approximately 4,000 LF of 36" to 42" sanitary sewer trunk main by cured-in-place lining with air and steam.

Project: 2010 Sanitary Sewer Interceptor Rehabilitation
Date: March 2010
Owner: City of Annapolis, Maryland
Structural rehabilitation of sewer and installation of approximately 8,000 LF of 24" to 33" sanitary sewer trunk main by cured-in-place lining with air and steam.

EMPLOYMENT HISTORY cont'd

Project: 2009 East/West Sanitary Sewer Interceptor Rehabilitation
Date: January 2010
Owner: City of Sugar Land, Texas
Structural rehabilitation of sewer and installation of approximately 12, 725 LF of 36" to 48" sanitary sewer trunk main by cured-in-place lining with air and steam.

Lanzo Lining

2006 – 2008

Project: 2009 Storm Drain Lining
Date: 2009
Owner: Harbor Ridge Yacht and Country Club, Port Saint Lucie, Florida
Structural rehabilitation of storm drains and installation of approximately 50,000 LF of 15" to 54" storm drain cured-in-place pipe.

Project: 2008 Lining of 54" Storm Drain by Cured-In-Place Pipe
Date: 2008
Owner: Mac Dill Airforce Base, Tampa Bay, Florida
Structural rehabilitation of storm drains and installation of approximately 17,000'lf 14"-54" pipe.

Project: 2008 Pinellas County Sewer Rehab
Date: 2008
Owner: Pinellas County, Tampa Bay, Florida
Structural rehabilitation of sanitary sewers and installation of approximately 4,000 LF of 36" sewer pipe. 49, 000'lf 8"-12" Sanitary

Project: Sanitary Sewer Rehabilitation
Date: 2007
Owner: City of Destin Florida
Rehabilitation of Sanitary Sewers (CIPP) 8" through 27" 69,000'LF

Project: Rehabilitation of Sanitary Sewers within the City
Date: 2007
Owner: Pt Saint Lucy, Florida
Rehabilitation of 6" through 12" 48,000'LF

Project: Annual Contract CIPP Rehabilitation
Date: 2008
Owner: Miami Dade Water and Sewer
CIPP Rehab of 8" through 21" Sanitary Sewer 145,000'lf

CERTIFICATIONS

- Certification for Confined Space Entry
- Certified with FDOT for M.O.T.
- Certification for CPR/Medical First Aid
- OSHA 30-Hour Construction Safety Certificate
- Basic Plus First Aid/CPR/AED
- Class A CDL with hazmat and tanker endorsement
- NUCA Confined Space Entry Program
- Nassco/PACP

John Huskey
3100 SW 15th Street
Deerfield Beach, FL 33442
(354) 426-1221

EMPLOYMENT HISTORY

Ric-Man Construction Florida, Inc. 8/2014 – Present
Safety Manager

- Responsible for administration of safety, health and environmental programs. Assure compliance with OSHA, MIOSHA, and EPA regulations at all times. Conduct regularly scheduled inspections. Management of hazardous and non-hazardous waste. Conduct and track necessary safety training

Commonwealth Dynamics, Inc. 2011 – 2014
Safety Manager / Assistant Project Manager

- Oversee training and daily construction tasks during chimney erection.
- Developing procedures and protocols for outside jobs.
- Training of new hire safety professionals.
- Development of job specific fall protection as well as emergency plans.
- Drug testing and management of workers comp.
- Production Management ordering of all material and equipment

Asphalt 1, 2010 – 2011
Superintendent / Safety Director

- Overseeing of projects, train and develop safety procedures specialized to job site. Day to day working with clients as well as sales.

Pullman Power, LLC 2003 – 2010
Safety Facilitator

- Oversee many nationwide/overseas projects, training of large crews.
- Job pre-planning full set up for new construction.
- Training of other safety professionals, development of safety protocols and procedures
- Drug testing, set up and management of clinics.
- Dealing with worker's comp.
- Day to day working with clients / project completion and sign off.

Gator Construction, Inc. 2001 – 2002
Safety Manager

- Oversee, train and manage various jobs to proper safety protocols, job and safety preplanning.

Faid Mechanical Contractors 1998 – 2001
General Superintendent / Safety Director

- Oversee various nationwide and overseas projects as well as training employees in proper safety protocols.
-

John Huskey
3100 SW 15th Street
Deerfield Beach, FL 33442
(954) 426-1221

EDUCATION/TRAINING

2003 – Georgia Technical College Professional; OSHA Training
1998 – Commercial Diver Training School
1995-1996 – August Technical College
1984-1986 – University of Georgia
1979-1983 – United States Marine Corps

PROFESSIONAL REGISTRATIONS

- MIOSHA/NIOSHA/OSHA
- Authorized OSHA Outreach Trainer for Construction 500
- FDOT Training/MOT/Flagging Training
- Certified Rescue Diver
- Shark Awareness Training
- Fall Protection Training/Trainer
- Fire Protection Training/Trainer
- Crane Training/Trainer and Inspector
- Heavy Lifting Training/Trainer
- 40 Hour Haz-wopper Training
- Disaster Site Training
- Spyder Climber Training/Trainer
- Man-cage Training/Trainer
- Man-hoist Training/Trainer for set up and procedure
- Lifting Techniques
- Confined Space Training/Trainer
- Behavioral Safety Trainer
- Rough Terrain Forklift Training/Trainer
- High Angle Rescue Trainer
- Lock out/Tag out
- Aerial Lift Trainer
- Heavy Equipment Transport Trainer
- Certified Rigger Trainer

Daniel LaCross
3100 SW 15th Street
Deerfield Beach, FL 33443
(954) 426-1221

EDUCATION/TRAINING

Ferris State University, Big Rapids, Michigan
B.S. Accounting

EMPLOYMENT HISTORY

Ric-Man Construction, Inc., Deerfield Beach, Florida 2004 – Present
Construction Manager / Project Manager

- **DB10-WASD-01 Government Cut Utility Relocation Project (Design-Build), Miami-Dade County, FL**
Responsible for daily on-site, direct supervision of foreman and labor forces. He scheduled equipment and delivery of materials, coordinates subcontractors and is responsible for maintaining the project schedule, quality control, and working relationship with Owner's Representatives and the public in general. Daniel produces estimating schedules and all documentation associated with this project.
- **DB13-WASD-01 Installation of Gravity Sewer Interceptors for Master Pump Station No. 3, Miami-Dade County, FL**
Approximately 5,000 lineal feet of 48-inch Polycrrete Gravity Sewer Pipe, installed by Micro Tunnel Boring Machine. The project consisted of four tunnel drives and a 20' deep 700' long open cut operation, three of the 5 tunnel drives commenced by installing 24"-43" diameter secant piles in series creating a 25-foot diameter 32' deep three-way launch shaft in downtown Brickell, Florida.
- **DB14-WASD-01 Rehabilitation and Replacement via lining existing PCCP pipe with 63-inch HOPE along NW/NE 159th St. from NW 17th Ave to NE 10th Ave., Miami-Dade County, FL**
Installation of shored and un-shored insertion and pull pits at multiple locations on public streets and ROW over 14,000 LF of existing force main along with the grouting of the annular space to lock in the 63-inch lining pipe into the existing, deteriorated 72-inch PCCP. The work required daily interface with the traveling public, MOT and private property owners. Restoration work included milling, re-paving, seeding and sodding at all disturbed areas.
- **48-inch Water Main Improvements, Alternate Alignment Phase II, City of Ft. Lauderdale, FL**
The project included installation of 3,460 lineal feet of owner-supplied 48-inch ductile iron water main with three air release valves and structures. Due to the depth of the excavation, dewatering along the pipeline path was required. Also part of this project was complete roadway restoration including driveways and swales.
- **North County Neighborhood Improvement Project Bid Package #12, Broward County Water & Wastewater Services**
This project was within a residential neighborhood with heavy traffic flow. Dewatering of the sanitary sewer was accomplished using well points. The deepest cut range was 18 feet to 20 feet for the installation of the sanitary main at the connection to the new wet well.

Daniel LaCross
3100 SW 15th Street
Deerfield Beach, FL 33442
(954) 426-1221

EMPLOYMENT HISTORY (cont'd)

- **North County Neighborhood Improvement Project Bid Package #13, Broward County Water & Wastewater Services**

Installation of a new water main, sanitary sewer drainage, and complete neighborhood improvement project. Dewatering was accomplished using well points. The deepest cut range was 16 feet to 18 feet for the installation of the sanitary main at the connection to the new wet well.

CERTIFICATIONS

- 10-Hour Competence – OSHA Compliance
- Confined Space Entry Certified
- CPS/Medical First Aid

EQUIPMENT LIST

Eqmt #	Description	Equipment Type	Make	Model	Year	Serial Number
A-109	Air Compressor	Gas Compressor	Kohler	2475	2007	3707902071
A-110	Air Compressor	Gas Compressor	Roi-Air	2HK28		6041049
A-112	Air Compressor	Gas Compressor	Honda	8422HK30	2010	38RG
A-113	Air Compressor	Diesel Compressor	Sullair	185DPQ-Cat	2005	004-148176
A-116	Inger Rand Compressor / Doosan Trailer	Compressor / Trailer	Inger Rand / Doosan International	C185WKU / N.A.	2010 / 2010	412224UBUD80 / 4FVCABAA6AU412224
B-115	CAT 420F Backhoe	Backhoe	CAT	420F	2013	SKR01500
B-117	CAT 420F Backhoe	Backhoe	CAT	420F	2015	SKR05188
B-303	Hydrostatic Broom	Broom	Lay-Mor	8HC	2006	31117
B-510	Trench Box	Trench Box	Speed Shore	TSO824DW	2006	62384
B-513	Trench Box	Trench Box	Efficiency	HDHT6-624-22	2011	142626
B-605	Stone Mizer	Rock Box	Efficiency			148165
C-207	Concrete Mixer	Concrete Mixer	Multiquip	MC64SH8	2011	C1151016
C-208	Portable Silo	Portable silo	Mobile Tech	MT-200LP	2011	1C9STD12B1195747
C-156	Rough Terrain Crane	Terrain Crane	Terex Cranes	RT665	2005	13706
D-117	CAT D6	Dozer	CAT	D6M	1999	4JNO1549
D-118	John Deere 650J	Dozer	John Deere	650J	2006	T0650JX120862
E-112	CAT 315 BL Excavator	Excavator	CAT	315BL	1999	3AW01969
E-114	Cat 375L Excavator	Excavator	CAT	375L	2001	SN1JM00544
E-116	Cat 325CL Excavator	Excavator	CAT	325CL	2005	SNCRB00997
E-119	CAT 303.5C CR Excavator	Excavator	CAT	303.5C CR	2006	DMY00345
E-120	CAT 330DL Track Excavator	Excavator	CAT	330DL	2007	CAT0330DHB6H00530
E-124	CAT336EL Excavator	Excavator	CAT	336EL	2014	CAT0336ECJR00409
E-129	CAT308E Mini Excavator	Excavator	CAT	308E	2014	FJX02113
E-130	CAT323FL	Excavator	CAT	323FL	2015	YEJOO292
E-131	CAT 308E2	Excavator	CAT	3.08E+04		FJX02758
E-908	CAT Grapple for CAT 318	Accessory	CAT	Attachment	N/A	for the E113 & E108
G-103	CAT Grader	Grader	CAT	1650-H		6NCO7776
G-540	Champion Generator	Generator	Champion	40023	2009	8MAY0602148
G-542	Champion Generator	Generator	Champion	375672	2010	7000 Watts
G-545	SDMO Generator / Generator Trailer	Generator/ Trailer	SDMO/ Dual Axle	R75UC	2006	S-05017457/ 1A9PE14245D524113
G-546	Multiquip Generator 25kVA/20KW	Generator	Kilowatt Boy	SDG25SS	2013	1238810382
G-549	Multiquip Generator 25kVA/20KW w/trailer	Generator/ Trailer	Kilowatt Boy	DCA-25SSIU2	2006	3767280
G-550	Multiquip Generator 25kVA/20KW	Generator	Kilowatt Boy	DCA25SSIU4F	2014	S-7150270
G-637	Honda 7000W Generator	Generator	Honda	EM7000is	2006	EAHJ-1010531
G-640	Multiquip Generator 125KVA/MQ150KVA	Generator	Kilowatt Boy	DCA125US	2014	7501341
H-502	Jack Hammers	Jack Hammers	Sullair	Sullair	N/A	68253073

EQUIPMENT LIST

H-503	Jack Hammers	Jack Hammers	Sullair	Sullair	N/A	68253072
H-504	Jack Hammers	Jack Hammers	Sullair	Sullair	N/A	30706705
H-523	Hydraulic Power Unit	Hydraulic Power Unit	Stanley	HP28B02	2014	PST1185672
H-525	Hydraulic Torque Wrench	Hydraulic Torque Wrench	Hytorc		2016	15700170
L-118	CAT 950F LOADER	Loader	CAT	950FII	1997	5SK03361
L-122	CAT 950K Loader	Loader	CAT	950K	2014	R4A02275
L-135	CAT 950H Wheel Loader	Loader	CAT	950H	2008	CAT0950HPK5K01877
L-136	CAT 930K Wheel Loader	Loader	CAT	930K	2015	RHN04310
L-137	CAT 259B3 Track Loader	Loader	CAT	259B3	2013	CAT0259BCYYZ05124
L-154	CAT 289D	Loader	CAT	289D	2016	TAW05532
L-201	John Deere 544J Loader	Loader	John Deere	544J	2005	DW544JZ596735
L-202	CAT Skid-Steer Loader	Loader	CAT	252B	2007	SCP04061
L-310	Mitsubishi Fork Lift	Fork Lift	Mitsubishi	FGC25	2003	FGC25AF17C00890
L-315	Mitsubishi Forklift	Fork Lift	Mitsubishi	FG15		AF31B0226
L-316	Scissor Lift	Lift		JLG 26'		200116567
L-319	Clark Forklift	Fork Lift	Clark	CY300		1830D-20-2159
L-321	Telescopic Boom Lift	Boom Lift	Telescopic	JLG 600S 4WD	2007	300115779
L-502	Cat PC206 Cold Planner	Cold Panner	CAT	PC206	2007	US5888
M-122	Retrieval System	Safety Equip.	Miller	5YH37	2006	MR50GC/50FT
M-924	Yamaha 4 Wheeler	4 Wheeler w/Bed	Yamaha	YXP1000ASL	2005	5Y4JW52Y05A000303
M-927	Pressure Washer	Pressure Washer	Honda		2006	2202850600
M-928	Asphalt Zipper & Trailer	Asphalt Mill	John Deere	BT0011	2006	109FS08287UO21838
M-929	Trueline Paint Stripper	Paint Sprayer	Trueline	T2000	2009	AE-T2000-5
M-932	Push Boat	Vessel	Marlin Barge		2011	1137441
M-935	Light Tower (Towable)	Light Towers	Magnum	MLT3060	2011	1113921
M-936	Light Tower (Towable)	Light Towers	Magnum	MLT3060	2011	1114682
M-937	Light Tower (Towable)	Light Towers	Magnum	MLT3060	2011	1114674
M-938	Open Fisherman (42')	Vessel	Invincible		2013	IVBC0031I213
M-940	Dive Equipment	Dive Equipment	Brownies		2014	
M-943	18 Cool Cat W/ Loader Trailer	EZ Boat/Trailer	33rd Strike GRP / EZ Loader	1F904231D / E2L90B	2015	US-ESGC0018D515 / 1ZEAAEKBXEAO14208
M-945	SECA 747 Trailer Jet	Trailer Jet	SECA	D245528/747	2015	1S9KU2121GD381178
M-946	LEEBOY Primer Distributor	Primer Distributor	LEEBOY	500T	2006	1B9DS15296D309793
P-101	Compactor	Compactor	Wacker	WP1550A	2006	6568003
P-103	Compactor	Compactor	Dynapac	LF90/5.5HP ENG.	2007	29015601
P-105	Compactor	Compactor	Wacker	WP1550		
P-109	Compactor	Compactor	Atlas Copco	LG160	2014	3382000014
P-301	3" Submersible Electric Pump	Submersible Pump	Mody	M 304 T	2006	D70498
P-302	3" Submersible Electric Pump	Submersible Pump	Mody	M 304 T	2006	D70497
P-303	3" Submersible Electric Pump	Submersible Pump	Tsurumi			
P-304	3" Submersible Electric Pump	Submersible Pump	Mody	M 304 T	2010	D90055
P-305	3" Submersible Electric Pump	Submersible Pump	Mody	M 304 T	2010	D90053

EQUIPMENT LIST

P-606	12" Thompson Pump	Wellpoint Pump	Thompson	12R-DJDS-4-4045	2006	V-1108
P-607	12"Thompson Pump	Wellpoint Pump	Thompson	12R-DJDS-4-4045	2006	V-1133
P-608	Hydrostatic Test Pump	Pump	PRPRO	UAG105OHU	2007	07-02423/3476
P-609	6" HYD Power Unit	Submersible Pump	Mersino	F41914/56TC	2006	L4100/6L099
P-612	6" Ductile Pump	Pump	Hydra Tech	S6TC	2013	6R936
P-802	Dewatering Pump	Pump	Godwin	Flygt Model 2201.011	2014	1220045
R-112	Dynapac	Compactor	Dynapac	LH300	2005	30031566
R-114	Ingram Roller	Roller	Ingram	12 Ton	1983	578369.EB14
R-115	Ingram Roller	Roller	Ingram	roller, 3 wheel	1988	588662EB14
R-116	Dynapac Roller	Roller	Dynapac	CC122	2007	60119200
R-117	Volvo Roller	Roller	Volvo	DD15	2013	270025
R-118	Volvo Roller	Roller	Volvo	SD45	2015	229138
S-302	Broom Tractor	Tractor	Massey Ferguson	461	2005	EP1205909-05-686
S-304	Hydrostatic Broom	Broom	Lay-Mor	8HC	2006	31641
S-700	Gas Cut-Off Cutquik Saw	Gas Saw	Stihl	TS 400 14"	2006	165856988
S-701	Gas Cut-Off Cutquik Saw	Gas Saw	Stihl	TS 400 14"	2006	166663481
S-702	Gas Cut-Off Cutquik Saw	Gas Saw	Stihl	TS 400 14"	2007	166476598
S-704	Gas Cut-Off Cutquik Saw	Gas Saw	Stihl	TS 420 14"	2008	169677037
S-707	Gas Cut-Off Cutquik Saw	Gas Saw	Makita	DPC7311	N/A	512124055
S-708	Gas Cut-Off Cutquik Saw	Gas Saw	Makita	DPC7301	N/A	40265558
T-001	Trencher	Ride on Trencher	Vermeer	RTX450	2016	1VR907083G1000892
T-131	Tractor	Tractor Trailer	Peterbilt	379	2007	1XP5DBEX87N743111
T-132	Flat Bed	Truck	International	International	1991	1HTSDZ4N7MH355751
T-133	Mack Dump Truck	Dump Truck	Mack	CV713	2007	1M2AG11C87M068088
T-134	Mack Tractor	Tractor	Mack	Granite	2007	1M2AT04Y87M006915
T-135	Kenworth CIPP Boiler Truck	Truck	Kenworth	T800	2015	1NKDLPOX3FJ464724
T-136	Vactor	Vactor	Kenworth	T800	2014	1NKDL40X6EJ406619
T-137	Ford Water Truck	Water Truck	Ford	F-750 XL	2007	3FRXF75E67V515633
T-138	Reefer Truck	Reefer Truck	Freightliner	M2 106	2007	1FVHCYDCX7DZ14082
T-343	Fuel Tank	Fuel Tank	L & J	Portable Refueler	2006	1L9CK072967292052
T-344	Car Hauler Trailer/7000 capacity	Trailer 6'4 x 16"	Emerson	Hombre carhauler	2005	1E9AC16215L252078
T-345	Low Boy	Trailer	Trail King	TK110HDG	2007	1TKJO532327B077078
T-355	Trailer	Trailer	Kaufman	7000 Axle/2	2008	5VGF24288L001950
T-358	Forest River Trailer	Trailer	Forets River	WPT28LK	2008	4X4TWP238B009995
T-363	Aluminum Trailer	Trailer	All American	P45-3H	2013	1A9BB4538DF714012
T-366	GVWR Air Pintle	Trailer	Kaufman		2014	5VGAP3034EL002336
T-367	Schien Trailer	Trailer	Schien	26SD	1995	1S9DS2627S1182042
T-370	Stealth Trailer	Trailer	Stealth	LTD 6x12	2015	52LBE1215FE030820
T-507	Ford F-700	Fuel Truck	Ford	F700	1992	1FDPF70J3NVA04533

EQUIPMENT LIST

T-508	Water Truck	Water Truck	Ford	F750	2007	3FRXF75E67V455448
T-509	Fuel/Lube Truck	Fuel/Lube Truck	Mack	RD688S	2001	1M2P270C81M056513
T-510	CCTV/Cutter Truck Unit	Truck	Ford	E450	2016	1FDXE4FS5GDC45827
T-714	Bentley	Car	Bentley	Gilda	2010	SCBDR3ZA5AC065627
T-846	GMC 2500 Sierra Pickup	Pickup	GMC	Joel/Mancini	2004	1GTHC29U74E138090
T-851	Ford F-450 Utility Truck	Flat Bed Mechanic	Ford	Mechanic Truck	2006	1FDXF46P26ED60404
T-859	Chevy Silverado	Pickup	Chevy	Amaury	2008	1GCHC29K68E115954
T-862	GMC Sierra Pickup	Pickup	Sierra	Alfredo	2009	1GTHC44K19E138742



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**MANCINI, DANIEL CHRISTOPHER
RIC-MAN CONSTRUCTION FLORIDA INC
3100 SW 15TH STREET
DEERFIELD BEACH FL 33442**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

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Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CGC1514965

ISSUED: 06/27/2016

**CERTIFIED GENERAL CONTRACTOR
MANCINI, DANIEL CHRISTOPHER
RIC-MAN CONSTRUCTION FLORIDA INC**

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2018 L1606270000525

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CGC1514965	

The **GENERAL CONTRACTOR**
Named below IS **CERTIFIED**
Under the provisions of Chapter 489 FS.
Expiration date: **AUG 31, 2018**



**MANCINI, DANIEL CHRISTOPHER
RIC-MAN CONSTRUCTION FLORIDA INC
7001 NW 66TH STREET
PARKLAND FL 33067**



ISSUED: 06/27/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606270000525

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North Bay Village
Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website:
www.nbvillage.com

**NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM**

DATE: October 10, 2017

TO: Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Jose R. Alvarez
Commissioner Dr. Douglas N. Hornsby
Commissioner Andreana Jackson

RECOMMENDED BY MANAGER: Frank K. Rollason, Village Manager

PRESENTED BY: Frank K. Rollason, Village Manager

SUBJECT: Kimley-Horn & Associates, Inc. – Work Authorization No. 17-09 –
Stormwater Outfall Rehabilitation Program Construction Phase Services

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the Village Manager to execute the attached Kimley-Horn & Associates, Inc., proposed Work Authorization No. 17-09 entitled Stormwater Outfall Rehabilitation Program Construction Phase Services for a lump sum amount of \$88,400.00.

BACKGROUND:

It has been determined through experience and evaluation by the Village’s Engineer of Record, Kimley-Horn & Associates, Inc. (Kimley-Horn), that the current condition of the Village’s Storm Water Outfall System is in need of rehabilitation due to age and condition of the infrastructure; as well as the effects of sea level rise. Therefore, a set of specifications were developed by Kimley-Horn in concert with the Village’s Public Works Department to address the immediate needs to enhance the capability and performance of the existing system, as well as to mitigate the effects of sea level rise. Those specifications were put out to bid on the open market under Bid No. 2017-002, and a recommendation has been made to the Village to award the contract to Ric-Man Construction Florida, Inc., the lowest qualified and responsive bidder.

In order to move forward with the Stormwater Outfall Rehabilitation Program, Kimley-Horn has submitted the attached proposal to perform construction phase services to include, but not be limited to, the following Scope of Services: Progress Meetings, Program Evaluation, Public Involvement Assistance, Resident Project Representative, Shop Drawing Review, Contract

Clarification, Review of Payment Applications, and Project Certification and Close-Out for a lump sum payment of \$88,400.00.

FINANCIAL IMPACT:

Funding Source: Stormwater Fund Balance \$88,400
Account No. 440-36-538-6307 \$88,400

PERSONNEL IMPACT:

This contract will require oversight and reporting to the State of Florida and the South Florida Water Management District Grants Sections, which will require in-house work by Public Works and Finance, as well as consulting work with Kimley-Horn.

CONTACT:

Raymond Rammo, Acting Public Works Director



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

MEMORANDUM
North Bay Village

DATE: November 2, 2017

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT (17-09) WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S STORMWATER OUTFALL REHABILITATION PROGRAM AT A LUMP SUM COST OF \$88,400; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT (17-09) WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S STORMWATER OUTFALL REHABILITATION PROGRAM AT A LUMP SUM COST OF \$88,400; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village will be awarding a contract for the construction of the Stormwater Outfall Rehabilitation Program; and

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

WHEREAS, Kimley-Horn has prepared a Project Agreement, Work Authorization 17-09 at a lump sum cost of \$88,400, attached as Exhibit "1", to provide the professional engineering services for Stormwater Outfall Rehabilitation Project; and

WHEREAS, this work authorization to assist the Village during construction of the Stormwater Outfall Rehabilitation Program will include: progress meetings, Stormwater Outfall Rehabilitation Program Management, Public Involvement Assistance, Resident Project Representative, Show Drawing Review, Contract Classification, Review of Pay Application, and Project Close Out; and

WHEREAS, the Village Commission finds that approval of the Project Agreement between the Village and Kimley-Horn & Associates, Inc. is in the best interest of the Village.

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

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

Section 2. Approval of the Project Agreement. Project Agreement No. 17-09 between North Bay Village and Kimley-Horn & Associates, Inc. (the “Project Agreement”) for providing professional services for construction phase services of the Stormwater Outfall Rehabilitation Program, at a lump sum cost not to exceed \$88,400, is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

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

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

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Eddie Lim	_____
Commissioner Jose Alvarez	_____
Commissioner Dr. Douglas N. Hornsby	_____
Commissioner Andreana Jackson	_____

PASSED AND ADOPTED this 14th day of November 2017.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village/Resolution/Kimley Horn & Associates, Inc.-Stormwater Outfall Improvement Project Construction Phase Services.

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 17-09

Stormwater Outfall Rehabilitation Program
Construction Phase Services

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 17-09

Stormwater Outfall Rehabilitation Program
Construction Phase Services

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

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT was previously authorized to develop a Facilities Plan and associated Construction Documents associated with implementing the Village's Stormwater Outfall Rehabilitation Program. The CONSULTANT completed the Facilities Plan and Construction Documents, and those documents have been approved for public advertisement and bidding. This Work Authorization is for the CONSULTANT to provide the VILLAGE with construction phase services upon completion of the bidding process as described in the "Project Description" attached as Exhibit "1."

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

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

SECTION 2. DELIVERABLES

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

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

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

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

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed three hundred sixty (360) days from the Commencement Date, shall constitute the Contract Time.

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of **\$88,400.00**. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

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

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

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

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

SECTION 6. TERMINATION/SUSPENSION

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

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

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

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

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>Stefano Viola</u>	<u>Senior Engineer</u>
<u>Jaime Albino</u>	<u>Engineer</u>
<u>Luis Guerra</u>	<u>Engineer</u>
<u>Janet Delgado</u>	<u>Public Involvement</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Casie Crozier</u>	<u>Administrative</u>

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

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

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

SECTION 9. SEVERABILITY

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its

_____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate, duly authorized officer to execute same.

ATTEST:

NORTH BAY VILLAGE

Village Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

Village Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

By: _____

Gary R. Ratay, P.E.

Print Name

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit “1”

Project Description

The CONSULTANT developed schematic bid documents to rehabilitate the VILLAGE’s stormwater outfall piping and install outfall check valves. The intent of the project is improve stormwater outfall efficiency and to stop backflow of Biscayne Bay water onto the Village’s local roads during high tide conditions. The project includes cleaning, repairing and lining the Village’s existing outfall pipes and installing a rubber flapper style check valve at each outfall pipe location. The CONSULTANT will work with the VILLAGE and the contractor to manage and implement the stormwater outfall rehabilitation program. All work will be limited to the public Right-of-Way. No work will be performed on private property.

This Work Authorization is to assist the VILLAGE during construction of the Stormwater Outfall Rehabilitation Program. The project will be based on Bid Documents prepared by Kimley-Horn and Associates, Inc. entitled “Stormwater Outfall Rehabilitation Program”. The CONSULTANT shall provide Construction Phase Services (CPS) that include the following tasks:

1. Progress Meetings
2. Stormwater Outfall Rehabilitation Program Management
3. Public Involvement Assistance
4. Resident Project Representative (RPR)
5. Shop Drawing Review
6. Contract Clarification
7. Review of Pay Application
8. Project Close-out

The proposal is based on a contract duration of 270 days and a construction duration of 210 days.

Exhibit “2”

Scope of Services

The professional services for this project will include the following:

Task 1 - Progress Meetings

The CONSULTANT shall attend progress meetings every two weeks (as scheduled by the CONSULTANT) with the Contractor(s) and VILLAGE to assess the project schedule and Contractor progress for the duration of the construction process.

Task 2 – Stormwater Outfall Rehabilitation Program Management

Based on limited stormwater outfall piping information, the design plans were schematic. As a result, several design issues such as determination of outfall piping repairs, evaluation of outfall piping alignment with the existing seawalls, determination of soil conditions at outfall locations, and underwater soil conditions adjacent to each outfall will require review in conjunction with the General Contractor during construction. As part of the Contract Documents, the General Contractor shall provide work associated with identifying and addressing these issues subject to review and approval by the CONSULTANT and the VILLAGE. The CONSULTANT will review the contractor’s documentation and associated project approach and coordinate our findings and recommendations with the VILLAGE for the duration of the construction process.

Task 3 - Public Involvement Assistance

The CONSULTANT will implement public involvement activities through the use of project flyers, printed project updates, e-mail, and the VILLAGE’s webpage to communicate with the public during construction.

Task 4 - Resident Project Representative (RPR)

A Resident Project Representative (“RPR”) shall be furnished by the CONSULTANT and shall act as directed by the CONSULTANT in order to assist the CONSULTANT in observing performance of the work of the Contractor(s).

The RPR shall perform construction related tasks and visit the site 3 times per week for up to 2 hours per visit during the 7 month construction duration to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the “Contract Documents”). The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR’s efforts will be directed toward providing the VILLAGE with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of

Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the CONSULTANT shall keep the VILLAGE informed of the progress of the work, shall endeavor to protect the VILLAGE against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. The CONSULTANT shall perform the observations in accordance with the standard of care of the profession at the time of service.

The RPR shall prepare and submit reports to the CONSULTANT of the field visits describing the general working conditions, areas of construction activity, tests performed, and special and unusual events. The CONSULTANT will provide those reports to the VILLAGE.

Task 5 - Shop Drawing Review

The CONSULTANT shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto. The CONSULTANT shall perform these reviews in accordance with the standard of care of the profession at the time of service.

The CONSULTANT shall consult with and advise the VILLAGE as to the acceptability of substitute materials and equipment that are proposed by the prime contractor(s) hereinafter called "Contractor(s)".

Task 6 - Contract Clarification

The CONSULTANT shall issue the VILLAGE's instructions to Contractor(s), as well as issue interpretations and clarifications of the plans and specifications in connection therewith and review change orders as required.

Task 7 - Review of Pay Application

Based on the CONSULTANT's on-site observations and upon review of applications for payment and the accompanying data and schedules, the CONSULTANT shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to the VILLAGE based on such observations and review that the work has progressed to the point indicated and that, to the best of the CONSULTANT's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents (subject to any qualifications stated in the CONSULTANT's recommendations), and that payment of the amount recommended is due to Contractor(s).

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

The CONSULTANT will provide Engineer of Record certification forms for funding reimbursement if need, but the VILLAGE will be responsible for preparing and submitting any funding agency reimbursement packages.

Task 8 - Project Close-out

The CONSULTANT shall review the Project to determine if the Project is substantially complete and conduct a final review to determine if the work has been completed in accordance with the Contract Documents. If the Contractor has fulfilled all of his obligations there under, the CONSULTANT may recommend, in writing, final payment to the Contractor and may give written notice to the VILLAGE and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

Task 9 - Additional Services

- 9.1. The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
 - Hydraulic analysis of the VILLAGE's stormwater system for operational improvements.
 - Environmental and Building Department project permitting/permitting close out.
 - Field survey work.
 - Additional Construction Phase Services if needed beyond the contract duration of 210 days.
- 9.2. Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- A. Progress meeting minutes
- B. Field reports

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Exhibit "3"

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of \$88,400.00. The following is a breakdown of the lump sum fee for reference:

Task	Description	Labor Fee
1	Progress Meetings	\$11,800.00
2	Stormwater Outfall Rehabilitation Program Management	\$23,900.00
3	Public Involvement Assistance	\$9,300.00
4	Resident Project Representative (RPR)	\$21,000.00
5	Shop Drawing Review	\$2,600.00
6	Contract Clarification	\$5,400.00
7	Review of Pay Applications	\$6,100.00
8	Project Close-out.....	\$8,300.00
	TOTAL LUM SUM FEE	\$88,400.00



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM

DATE: November 14, 2017

TO: Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Jose R. Alvarez
Commissioner Dr. Douglas N. Hornsby
Commissioner Andreana Jackson

RECOMMENDED BY MANAGER: Frank K. Rollason, Village Manager

PRESENTED BY: Frank K. Rollason, Village Manager

SUBJECT: Kimley-Horn & Associates, Inc. – Work Authorization No. 17-10 –
Additional Construction Phase Services – Sanitary Sewer Rehabilitation
Program

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the Village Manager to execute the attached Kimley-Horn and Associates, Inc., proposed Work Authorization No. 17-10, entitled Sanitary Sewer Rehabilitation Program – Additional Construction Phase Services for a lump sum amount of \$101,500.00.

BACKGROUND:

The Sanitary Sewer Rehabilitation Project (Project) was awarded by the Village Commission under Resolution No. 2016-29 on April 12, 2016, to Insituform Technologies, LLC (Insituform), in the amount of \$2,375,375.00. The anticipated completion date for the project was December 8, 2016. Based on identifying additional sanitary sewer rehabilitation work as part of the Project's evaluation phase, Insituform has been granted a total of five time extensions to date. Thus, the completion date for this Project has been further extended to January 2, 2018.

The Village Manager was authorized to execute Kimley-Horn and Associates, Inc. (KH), Work Authorization No. 16-01, entitled Sanitary Sewer Rehabilitation Program – Construction Phase Services in the amount of \$341,500.00, on February 2, 2016. Due to the additional sanitary sewer rehabilitation work that has been authorized, it is also necessary to extend KH’s Work Authorization to continue its services to coincide with the new completion date. KH has recently submitted Work Authorization No. 17-10, entitled Sanitary Sewer Rehabilitation Program – Additional Construction Phase Services for a lump sum amount of \$101,500.00, attached herein, to cover their continued work in concert with Insituform until the anticipated completion date of the Project.

These services are essential to enable the Village to stay in compliance with the State Revolving Loan Fund Agreement for this project and to ensure that the Village obtains optimum performance and compliance with the awarded construction contract.

FINANCIAL IMPACT:

The loan with State Revolving Loan Fund has sufficient funds remaining in the engineering and inspection services portion of the loan agreement. This will not cause the loan to exceed the overall \$4,800,000 loan commitment.

PERSONNEL IMPACT:

None. This Continued Work Authorization will provide required services that the Village Public Works Department and the Finance Staff are unable to perform.


CONTACT:

Raymond Rammo, Acting Public Works Director



North Bay Village
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website:
www.nbvillage.com

MEMORANDUM
North Bay Village

DATE: November 2, 2017
TO: Yvonne P. Hamilton, CMC
Village Clerk
FROM: Frank K. Rollason
Village Manager 
SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING WORK AUTHORIZATION NO. 17-10 WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ADDITIONAL CONSTRUCTION PHASE SERVICES FOR THE SANITARY SEWER REHABILITATION PROGRAM AT A LUMP-SUM COMPENSATION OF \$101,500; AND SETTING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

310

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING WORK AUTHORIZATION NO. 17-10 WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ADDITIONAL CONSTRUCTION PHASE SERVICES FOR THE SANITARY SEWER REHABILITATION PROGRAM AT A LUMP-SUM COMPENSATION OF \$101,500; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the State approved Revolving Loan Fund for the Sanitary Sewer Rehabilitation Project requires the Village to maintain its compliance obligations with said loan; and

WHEREAS, Kimley-Horn and Associates, Inc. is currently under a continuing services agreement with North Bay Village to provide Engineering Services on an as-needed basis; and

WHEREAS, Kimley-Horn and Associates, Inc. developed a Facilities Plan and Construction Documents associated with implementing the Village's Sanitary Sewer Rehabilitation Program; and it has been determined that they are the most qualified to continue to provide services for this project; and

WHEREAS, Kimley-Horn has been providing construction phase services to oversee the Contractor's work per Work Authorizations 16-01 approved by the Village Commission on February 2, 2016 and 17-03 approved on May 9, 2017; and

WHEREAS, as the work continues, additional sanitary sewer rehabilitation work has been identified, and the Contractor's construction contract has been further extended through January 2, 2018; and

WHEREAS, this Work Authorization 17-10 will allow Kimley-Horn to continue to provide construction phase services through the extended contract completion date to include Progress Meetings, Public Involvement Assistance, Resident Project Representative, Contract Clarification, Review of Pay Application, and Coordination with SRF (State Revolving Loan Fund) Program.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION 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. Commission Action. The Project Agreement/Work Authorization No. 17-10 between North Bay Village and Kimley-Horn & Associates, attached hereto as “Exhibit 1”, to provide the specified Scope of Services as stipulated for the purpose of overseeing the Village’s Sanitary Sewer Rehabilitation Program, for a lump sum compensation of \$101,500 is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

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

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

The foregoing Resolution was offered by _____, who moved for its approval on first reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Eddie Lim	_____
Commissioner Jose R. Alvarez	_____
Commissioner Dr. Douglas Hornsby	_____
Commissioner Andreana Jackson	_____

PASSED AND ADOPTED this 14th day of November 2017.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Kimley-Horn & Associates Work Authorization No. 17-10/Sanitary Sewer Rehabilitation Program Construction Phase Services

RESOLUTION NO. 2017-41

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING WORK AUTHORIZATION NO. 17-03 WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ADDITIONAL CONSTRUCTION PHASE SERVICES FOR THE SANITARY SEWER REHABILITATION PROGRAM; TO INCLUDE, BUT NOT LIMITED TO PROGRESS MEETINGS, PROGRAM EVALUATION, PUBLIC INVOLVEMENT ASSISTANCE, RESIDENT PROJECT REPRESENTATIVE, SHOP DRAWING REVIEW, CONTRACT CLARIFICATION, REVIEW OF PAY APPLICATIONS, COORDINATION WITH SRF PROGRAM, AND PROJECT CERTIFICATION AND CLOSE-OUT AT A LUMP-SUM COMPENSATION OF \$66,400; SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

WHEREAS, the Commission finds that it is in the best interest of the community to provide the said services in concert with the Award of Bid No. NBV 2016-004 – Sanitary Sewer Rehabilitation Program – in order to determine that all phases of said construction contract are complied with as required; and

WHEREAS, the State approved Revolving Loan Fund for this project requires the Village to maintain its compliance obligations with said loan; and

WHEREAS, Kimley-Horn and Associates, Inc. is currently under a continuing services agreement with North Bay Village to provide Engineering Services on an as-needed basis; and

WHEREAS, Kimley-Horn and Associates, Inc. provided the required work-product to develop the stated RFP Document, as well as the State required Sanitary Sewer Rehabilitation Facilities Plan. It has been determined that they are the most qualified to continue providing services for this project; and

WHEREAS, Kimley-Horn has been providing construction phase services to oversee the Contractor's work per Work Authorization 16-01 approved by the Village Commission on February 2, 2016; and

WHEREAS, due to identifying additional sanitary sewer rehabilitation work as part of the project evaluation phase, the Contractor's construction contract has been extended through June 6, 2017; and

WHEREAS, this Work Authorization 17-03 will allow Kimley-Horn to continue to provide construction phase services through the extended contract completion date.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION 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. Commission Action. The Project Agreement/Work Authorization No. 17-03 between North Bay Village and Kimley-Horn & Associates, attached hereto as "Exhibit 1", to provide the specified Scope of Services as stipulated for the purpose of overseeing the Village's Sanitary Sewer Rehabilitation Program, for a lump sum compensation of \$66,400 is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

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

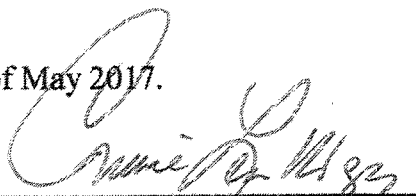
Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Commissioner Andreana Jackson, who moved for its approval on first reading. This motion was seconded by Vice Mayor Eddie Lim, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Dr. Douglas Hornsby	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>

PASSED AND ADOPTED this 9th day of May 2017.



Connie Leon-Kreps, Mayor

ATTEST:



Yvonne P. Hamilton, CMC
Village Clerk

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



Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Kimley-Horn & Associates Work Authorization No. 17-03/Water Main Rehabilitation Program Construction Phase Services

RESOLUTION NO. 2016-002

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 16-01) FOR THE SANITARY SEWER REHABILITATION PROGRAM CONSTRUCTION PHASE SERVICES; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

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

WHEREAS, the Village Commission adopted Resolution No. 2015-002 on January 13, 2015 authorizing Kimley-Horn & Associates, Inc. to develop a Facilities Plan and associated Construction Documents associated with implementing the Village's Sanitary Sewer Rehabilitation Program; and

WHEREAS, Kimley-Horn & Associates, Inc. completed the Facilities Plan and Construction Documents which have been approved for public advertisement/bidding through the State Revolving Fund (SRF) Program; and

WHEREAS, the Village has solicited bids for the Sanitary Sewer Rehabilitation Program project; and

WHEREAS, this scope of work includes professional services for Kimley-Horn and Associates, Inc. to provide Construction Phase Services, which include the following tasks: Progress Meetings; Sanitary Sewer Rehabilitation Program Evaluation; Public Involvement Assistance; Resident Project Representative (RPR); Show Drawing Review; Contract Clarification; Review of Pay Application; Coordination with SRF Program; and Project Clos-out for a lump sum cost not to \$341,500, pursuant to Work Authorization No. 16-01 attached hereto as Exhibit 1.

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

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

Section 2. Approval of the Project Agreement. Project Agreement No. 16-01 between North Bay Village and Kimley-Horn & Associates, Inc., attached hereto as Exhibit 1, to provide Construction Phase Services, which include the following tasks: Progress Meetings; Sanitary Sewer Rehabilitation Program Evaluation; Public Involvement Assistance; Resident Project Representative (RPR); Show Drawing Review; Contract Clarification; Review of Pay Application; Coordination with SRF Program; and Project Close-out for a lump sum cost not to exceed \$341,500 is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

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

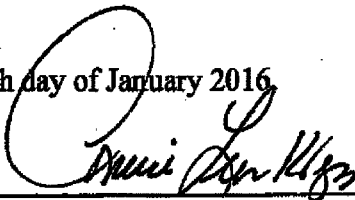
Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Commissioner Richard Chervony, who moved for its adoption. This motion was seconded by Vice Mayor Jorge Gonzalez, and upon being put to a vote, the vote was as follows:

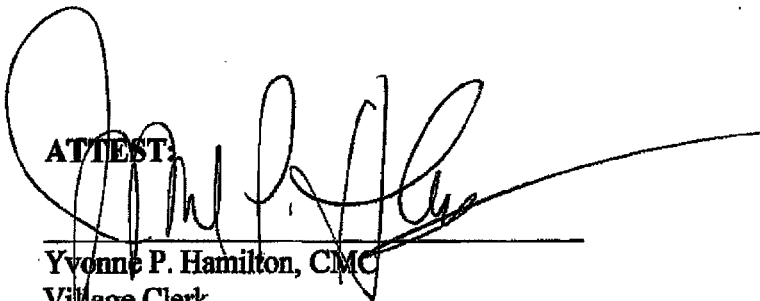
FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

PASSED AND ADOPTED this 12th day of January 2016.

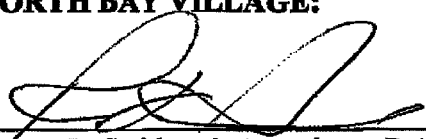


Connie Leon-Kreps, Mayor

ATTEST:


Yvonne P. Hamilton, CMC
Village Clerk

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



Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village/Resolution/Kimley Horn & Associates, Inc.-Sanitary Sewer Rehabilitation Project Construction
Phase Services- Work Authorization 16-01

RESOLUTION NO. 2016-29

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDING BID NO. NBV 2015-001 FOR THE SANITARY SEWER REHABILITATION PROGRAM TO INSITUFORM TECHNOLOGIES, LLC; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACTS PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

WHEREAS, North Bay Village, in accordance with applicable State and local laws, has requested bids from qualified companies for the Village Sanitary Sewer Rehabilitation Program; and

WHEREAS, three (3) Bids were received from Insituform Technologies, LLC, Hinterland Group, Inc., and BLD Services, LLC; and

WHEREAS, an Evaluation Committee consisting of Gary Ratay, P.E., Project Engineer, Kimley-Horn & Associates, Inc., Karim Rossy, P.E. City Engineer, City of North Miami Beach, Bert Wrains, CGFO, Finance Director, Jay J. Fink, P.E., Assistant Public Works Director, Miami Beach, and Rodney Carrero-Santana, P.E., LEED AP, Public Works Director evaluated the proposals; and

WHEREAS, the Evaluation Committee recommended the award of Bid No. NBV 2015-001 for the Sanitary Sewer Evaluation Project to Insituform Technologies, LLC, as the lowest responsive bidder at a bid price of \$2,375,375.00; and

WHEREAS, the Village Manager hereby request that the Village Commission accepts the recommendation of Insituform Technologies, LLC as the lowest most responsive bidder for award of Bid No. NBV 2015-001 and permit authorization to enter into a contract for the scope of services for the Sanitary Sewer Rehabilitation Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION 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. Award of Bid. Bid No. NBV 2015-001 for the Sanitary Sewer Evaluation Project is hereby awarded to Insituform Technologies, LLC at the Bid Price of \$2,375,375.00.

Section 3. Authorization of Village Officials. The Village Manager is authorized to enter into an agreement with Insituform Technologies, LLC for the scope of services outlined in Bid No. NBV 2015-001 attached hereto as Exhibit 1, subject to approval of State funding for the project and subject to the approval as to form and legality by the Village Attorney.

Section 4. Authorization of Fund Expenditure. The Village Manager is authorized to expend the necessary funds to implement the terms of the agreement with Insituform Technologies, LLC.

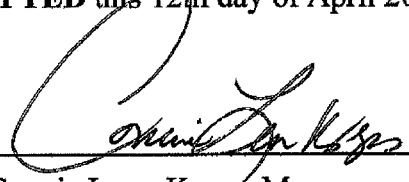
Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by Vice Mayor Jorge Gonzalez, seconded by Commissioner Richard Chervony.

FINAL VOTE ADOPTION:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

PASSED AND ADOPTED this 12th day of April 2016.




Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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



Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Award of Bid for Sanitary Sewer Rehabilitation Project-Insituform Technologies, LLC

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 17-10

Sanitary Sewer Rehabilitation Program
Additional Construction Phase Services

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 17-10

Sanitary Sewer Rehabilitation Program
Additional Construction Phase Services

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

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT was previously authorized to develop a Facilities Plan and Construction Documents associated with implementing the VILLAGE's Sanitary Sewer Rehabilitation Program. The CONSULTANT completed the Facilities Plan and Construction Documents, and those documents were approved for public advertisement/bidding through the State Revolving Fund (SRF) Program. A construction contract was awarded to a Contractor and the project is currently in construction. The CONSULTANT has been providing construction phase services to oversee the Contractor's work per Work Authorization 16-01 approved by the VILLAGE on February 2, 2016. Per Work Authorization 16-01, the contract duration for the CONSULTANT to provide construction phase services was through March 8, 2017. Based on identifying additional sanitary sewer rehabilitation work as part of the project evaluation phase, the Contractor's construction contract was extended through June 6, 2017. On May 9, 2017, the Village approved Work Authorization 17-03 for the CONSULTANT to continue providing construction phase services through the extended contract completion date. As the project continues to proceed, additional sanitary sewer rehabilitation work has been identified and the Contractor's construction contract has been further extended through January 2, 2018. This Work Authorization 17-10 is for the CONSULTANT to continue providing construction phase

services through this latest contract extension. Additional information is provided in the “Project Description” attached as Exhibit “1.”

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

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

SECTION 2. DELIVERABLES

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

See “Scope of Services” as listed in Exhibit “2.”

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

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

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

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed two hundred ten (210) days from the Commencement Date, shall constitute the Contract Time.

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of **\$101,500.00**. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

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

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

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy,

or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

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

SECTION 6. TERMINATION/SUSPENSION

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

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

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

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

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>Stefano Viola</u>	<u>Engineer</u>
<u>Luis Guerra</u>	<u>Resident Project Representative</u>
<u>Janet Delgado</u>	<u>Public Involvement</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Casey Crozier</u>	<u>Administrative</u>

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

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

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

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the

application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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

ATTEST:

NORTH BAY VILLAGE

Village Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

Village Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

By: _____

Gary R. Ratay, P.E.

Print Name

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit “1”

Project Description

The CONSULTANT completed an update for the VILLAGE’s Sanitary Sewer Evaluation Study (SSES) based on flow data collected by the VILLAGE from their sanitary sewer collection system. That study was accepted by the Department of Regulatory and Economic Resources (DRER) as part of the Volume Sewer Customer Ordinance (VSCO) required by the Second and Final Partial Consent Decree (SFPCD) as incorporated into the Code of Miami-Dade County. As part of that acceptance by DRER, the VILLAGE is required to submit and implement a Remedial Action Plan (RAP) to address the deficiencies identified in the SSES update.

In addition to flow testing, the VILLAGE performed additional field investigations and exploratory work. Based on that work, the CONSULTANT developed Construction Documents associated with a Sanitary Sewer Rehabilitation Program. The Construction Documents addressed replacing/repairing identified piping segments and components throughout the VILLAGE’s sanitary sewer collection system for submittal to DRER as a proposed RAP. The RAP was accepted by DRER. The Construction Documents and the associated Facilities Plan were also submitted to the State Revolving Fund (SRF) Program to secure funding for construction of the project. Those documents were accepted by the State and the project was approved for construction and public advertisement. A construction contract has since been awarded by the VILLAGE to a Contractor and the project is currently in construction. The CONSULTANT has been providing construction phase services to oversee the Contractor’s work per Work Authorization 16-01 approved by the VILLAGE on February 2, 2016. The Construction Phase Services to date have included the following tasks:

1. Progress Meetings
2. Sanitary Sewer Rehabilitation Program Evaluation
3. Public Involvement Assistance
4. Resident Project Representative (RPR)
5. Shop Drawing Review
6. Contract Clarification
7. Review of Pay Application
8. Coordination with SRF Program
9. Project Close-out

As discussed in Work Authorization 16-01, the CONSULTANT’s fee was based on a contract duration of 300 days. After execution of the construction agreement between the VILLAGE and the Contractor, a pre-construction meeting was held on May 12, 2016 and the project began. Since that time, multiple time extensions have been coordinated and approved based on additional sanitary sewer rehabilitation work identified as part of the project evaluation phase (Task 2). As a result of those time extensions, the Contractor’s original completion date of December 8, 2016 was extended to June 6, 2017. Based on the May 12, 2016 construction start date and the CONSULTANT’s contract duration of 300 days, the CONSULTANT’s Work Authorization 16-01 ended on March 8, 2017. On May 9, 2017, the Village approved Work

Authorization 17-03 for the CONSULTANT to continue providing construction phase services through the extended contract completion date. As the project continues, the Village has started flow testing associated with the SSES program discussed above. Although the testing results have been positive, additional rehabilitation is required to further improve the results. As a result, additional sanitary sewer rehabilitation work has been identified and the Contractor's construction contract has been extended through January 2, 2018. This Work Authorization 17-10 is for the CONSULTANT to continue providing construction phase services through this latest contract extension. The additional Construction Phase Services are only for required tasks and do not include additional fees for task that have been completed to date as indicated below:

1. Progress Meetings
2. Sanitary Sewer Rehabilitation Program Evaluation – **No additional services**
3. Public Involvement Assistance
4. Resident Project Representative (RPR)
5. Shop Drawing Review – **No additional services**
6. Contract Clarification
7. Review of Pay Application
8. Coordination with SRF Program
9. Project Close-out – **No additional services**

The proposal is based on an additional contract duration of 210 days.

Exhibit “2”

Scope of Services

The professional services for this project will include the following:

Task 1 - Progress Meetings

The CONSULTANT shall attend weekly progress meetings (as scheduled by the CONSULTANT) with the Contractor(s) and VILLAGE to assess the project schedule and Contractor progress for the duration of the construction process.

Task 2 – Sanitary Sewer Rehabilitation Program Evaluation

Completion of this Task is included in the original Work Authorization 16-01. No additional services are required or requested.

Task 3 - Public Involvement Assistance

The CONSULTANT will continue to provide public involvement program assistance by interacting with the community throughout the construction process, addressing resident concerns, developing and coordinating project schedule updates through the use of project flyers, e-mail, and the VILLAGE’s webpage.

Task 4 - Resident Project Representative (RPR)

A Resident Project Representative (“RPR”) shall be furnished by the CONSULTANT and shall act as directed by the CONSULTANT in order to assist the CONSULTANT in observing performance of the work of the Contractor(s).

The RPR shall perform construction related tasks and visit the site daily for up to 2 hours during the additional 7 month construction duration to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the “Contract Documents”). The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR’s efforts will be directed toward providing the VILLAGE with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the CONSULTANT shall keep the VILLAGE informed of the progress of the work, shall endeavor to protect the VILLAGE against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. The CONSULTANT shall perform the observations in accordance with the standard of care of the profession at the time of service.

The RPR shall prepare and submit reports to the CONSULTANT of the field visits describing the general working conditions, areas of construction activity, tests performed, and special and unusual events. The CONSULTANT will provide those reports to the VILLAGE.

Task 5 - Shop Drawing Review

Completion of this Task is included in the original Work Authorization 16-01. No additional services are required or requested.

Task 6 - Contract Clarification

The CONSULTANT shall issue the VILLAGE's instructions to Contractor(s), as well as issue interpretations and clarifications of the plans and specifications in connection therewith and review change orders as required.

Task 7 - Review of Pay Application

Based on the CONSULTANT's on-site observations and upon review of applications for payment and the accompanying data and schedules, the CONSULTANT shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to the VILLAGE based on such observations and review that the work has progressed to the point indicated and that, to the best of the CONSULTANT's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents (subject to any qualifications stated in the CONSULTANT's recommendations), and that payment of the amount recommended is due to Contractor(s).

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Task 8 – Coordinate with SRF Program

The CONSULTANT will assist the VILLAGE with Engineer of Record (EOR) documentation associated with reimbursement request packages through the SRF Program. The VILLAGE will

be responsible for preparing and submitting the reimbursement packages. The CONSULTANT will provide the EOR forms associated with each package.

Task 9 - Project Close-out

Completion of this Task is included in the original Work Authorization 16-01. No additional services are required or requested.

Task 10 - Additional Services

10.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:

- Hydraulic analysis of the VILLAGE’s sanitary sewer collection system for operational improvements.
- Additional sanitary sewer system testing.
- Close out testing/coordination with DRER as it relates to the SSES/RAP documents.
- Environmental and Building Department project permitting/permitting close out.
- Field survey work.
- Additional Construction Phase Services if needed beyond the contract duration of 210 days.

DELIVERABLES

- A. Progress meeting minutes
- B. Field reports
- C. Project certification of completion

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Exhibit “3”

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of **\$101,500.00**. The following is a breakdown of the lump sum fee for reference:

Task	Description	Labor Fee
1	Progress Meetings	\$26,400.00
2	Sanitary Sewer Rehabilitation Program Evaluation	NA
3	Public Involvement Assistance.....	\$11,000.00
4	Resident Project Representative (RPR)	\$33,300.00
5	Shop Drawing Review	NA
6	Contract Clarification.....	\$10,400.00
7	Review of Pay Applications	\$13,600.00
8	Coordination with SRF Program	\$6,800.00
9	Project Close-out.....	NA
TOTAL LUM SUM FEE		\$101,500.00



Staff Report Permit Application for Boat Lift

Prepared for: North Bay Village Commission
Applicant: Kirk Lofgren
Address: 7601 East Treasure Drive
*Request: Permit for Installation of Boat Lift
in Slip B83*



LaRue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366

Serving Florida Local Governments Since 1988

General Information

Property Owner	Grand View Palace Yacht Club, Inc.
Applicant	Kirk Lofgren
Applicant Address	340 Minorca Ave., Suite 7, Coral Gables, FL
Site Address	7601 East Treasure Drive
Contact Person	Kirk Lofgren
Contact Phone Number	305-921-9344
E-mail Address	justina@oceanconsultingfl.com

General Description

The applicant is requesting a permit to install a new 24,000 pound capacity boat lift with a boarding platform on an existing dock in slip B83 at the Grandview Palace property. The proposed boat lift and plank will not extend any further into the bay than the existing dock and neither will the proposed structures cause the dock structure to extend any further into the bay than it currently exists. However, since the proposed boat lift and boarding platform will be placed more than 25 feet from the seawall, the application shall be heard by the Village Commission at a public hearing.

Applicable Code Provisions

The construction or alteration of docks, piers, etc is governed by Section 9.12.

Section 9.12(B) reads as follows:

1. No person, firm, or corporation shall construct any docks, piers, dolphins, wharfs, pilings, boat lifts, or similar structures of any kind more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village without first obtaining a waiver from the Village Commission after a public hearing. However, the furthestmost distance seaward from the seawall or shoreline shall not exceed 75 feet including all dolphins or pilings installed beyond the seaward most line of the dock or pier but not including required rip-rap.
2. No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the Village unless the structure is set back at least 7½ feet from the lot line on each side.



3. No person, firm, or corporation shall build, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure within the corporate limits of the Village, or do any filling, excavating, or dredging in the waters without first obtaining a building permit to do so from the Village Building Department.
4. Application for any permit or the transfer of any permit required by this section shall be made to the Village Building Department in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.
5. Permits for seawalls and dock structures can be approved administratively and do not require a hearing or approval of the Village Commission if:
 - a. All proposed dock structures, including but not limited to boat lifts and mooring piles, are not placed more than 25 feet measured perpendicular from the seawall.
 - b. All proposed dock structures, including but not limited to boat lifts and mooring piles, are entirely within the D-5 triangle as described in Section D5 of the Miami-Dade Public Works Manual.
6. Applications for docks, boat lift, mooring piles or other similar structures that do not meet the administrative approval criteria of Section 6 above shall be heard by the Village Commission at a public hearing. If an applicant seeks a dock or pier length greater than 25 feet measured perpendicular from the seawall (including boat lifts, mooring piles or other structures), the Village Commission shall consider the following criteria to determine if a distance waiver shall be granted:
 - a. If the Applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners, and
 - b. If the Village has received any letter(s) of objection from adjoining riparian property owners; and
 - c. Any other factors relevant to the specific site.
7. The Village Commission may deny, approve, or modify the request and/or impose conditions in the permit, or granting of a distance waiver, which it deems necessary to protect the waterways of the Village in accordance with the public safety and the general welfare. The requirement of approval by the Village Commission shall not include applications for repair of existing structures.
8. A public hearing held pursuant to this Section shall be quasi-judicial.
9. Repair or reconstruction of existing structures shall not require approval of the Village Commission but maybe be approved administratively. However, the provisions of subsections 4 and 5 above shall be complied with.



Staff Comments

One 24,000 pound capacity boat lift with a boarding plank will be installed in slip B83. To support the lift, new wood pilings will be installed within the slip. The installed boat lift will be 12 feet long by 14 feet wide. The boarding platform will be 4.5 feet long by 3.5 feet wide, installed on the dock side of the lift. An access platform will be installed on the opposite side of the lift which will be 21 feet long by 15.5 inches wide.

Because the lift is being installed in an existing boat slip, the capacity of the docks will not be increased and therefore, this installation should not affect vehicle parking at Grandview Palace or cause an increase in the number of vehicle traffic trips.

The boat lift will not encroach on the 7.5 foot side setbacks from the property lines.

Since the proposed structures are being placed more than 25 feet from the seawall, the Village Commission must consider the proposal at a public hearing and determine whether to grant a distance waiver.

These plans have received pre-approval from Miami-Dade DERM.

Based on the materials presented by the applicant, the proposed structures are in compliance with the applicable provisions of Section 9.12(B). The proposed boatlift is safe and compatible.

Staff Recommendations

Staff recommends **approval** of the application to install the new boat lift with boarding plank and approval of the distance waiver, pending the following:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Submitted by:

James G. LaRue

James G. LaRue, AICP

Planning Consultant

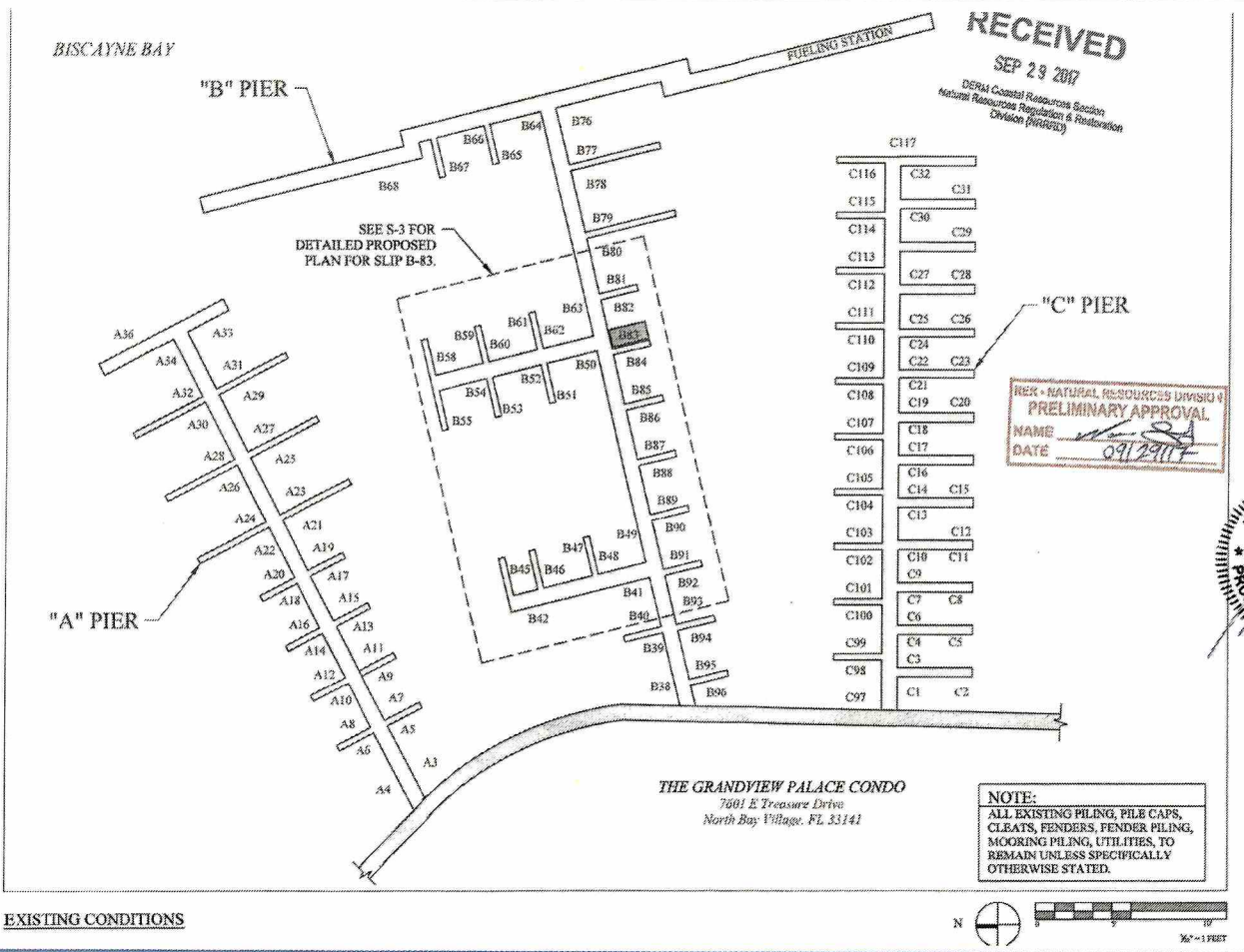
October 27, 2017

Hearing: Village Commission, November 14, 2017



Staff Report
Boat Lift Installation

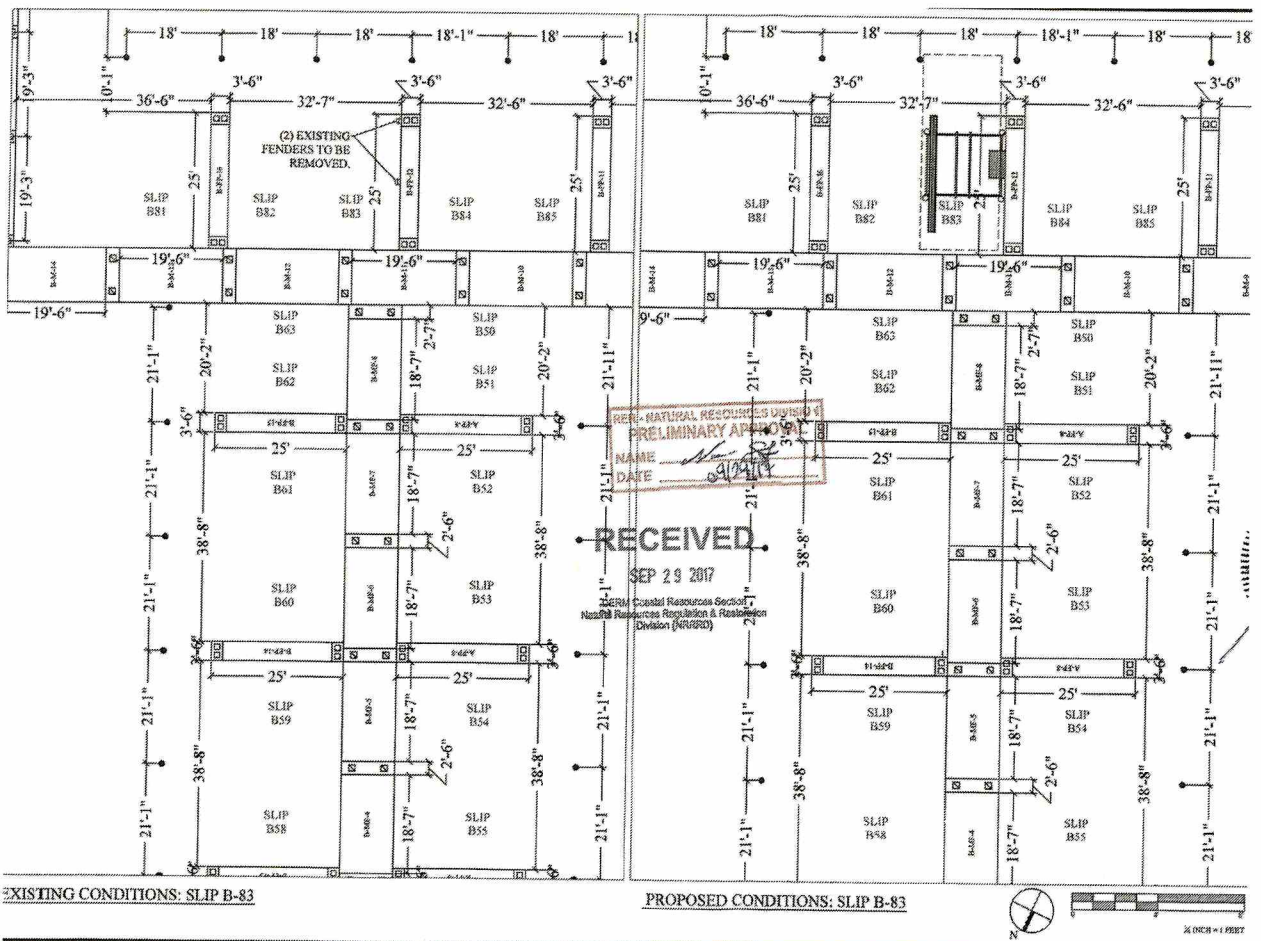
Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip B83



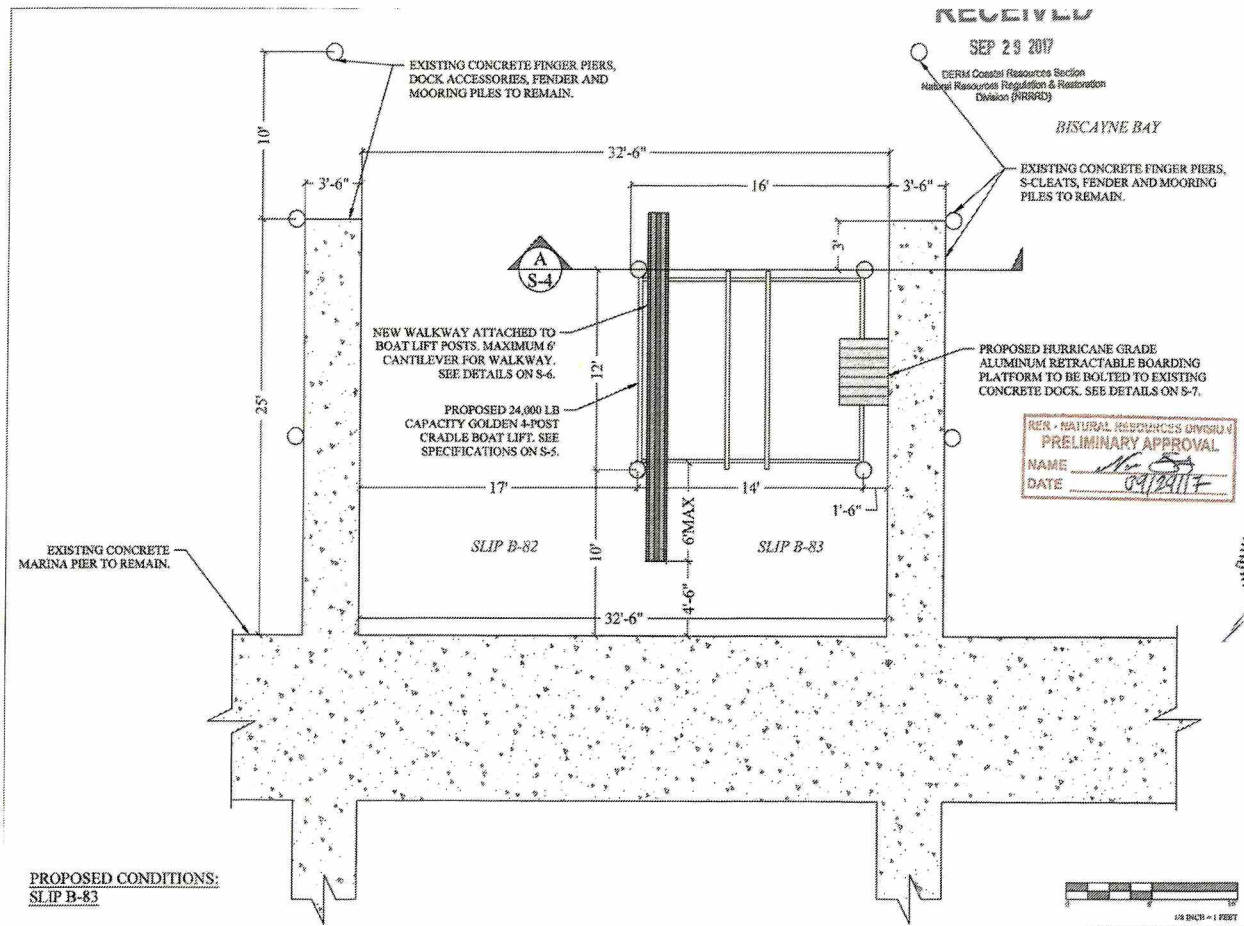
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Staff Report
Boat Lift Installation

Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip B83

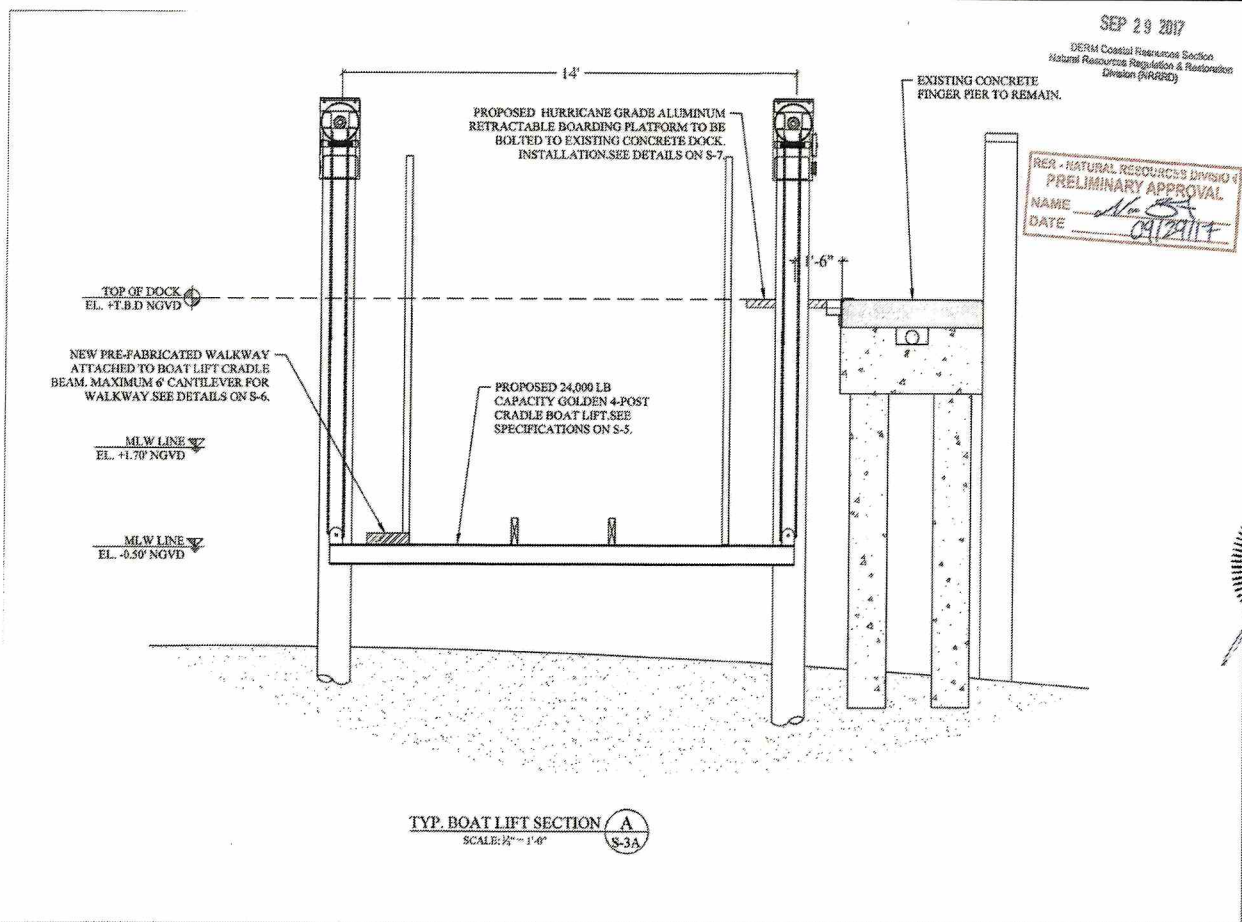


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Staff Report
Boat Lift Installation

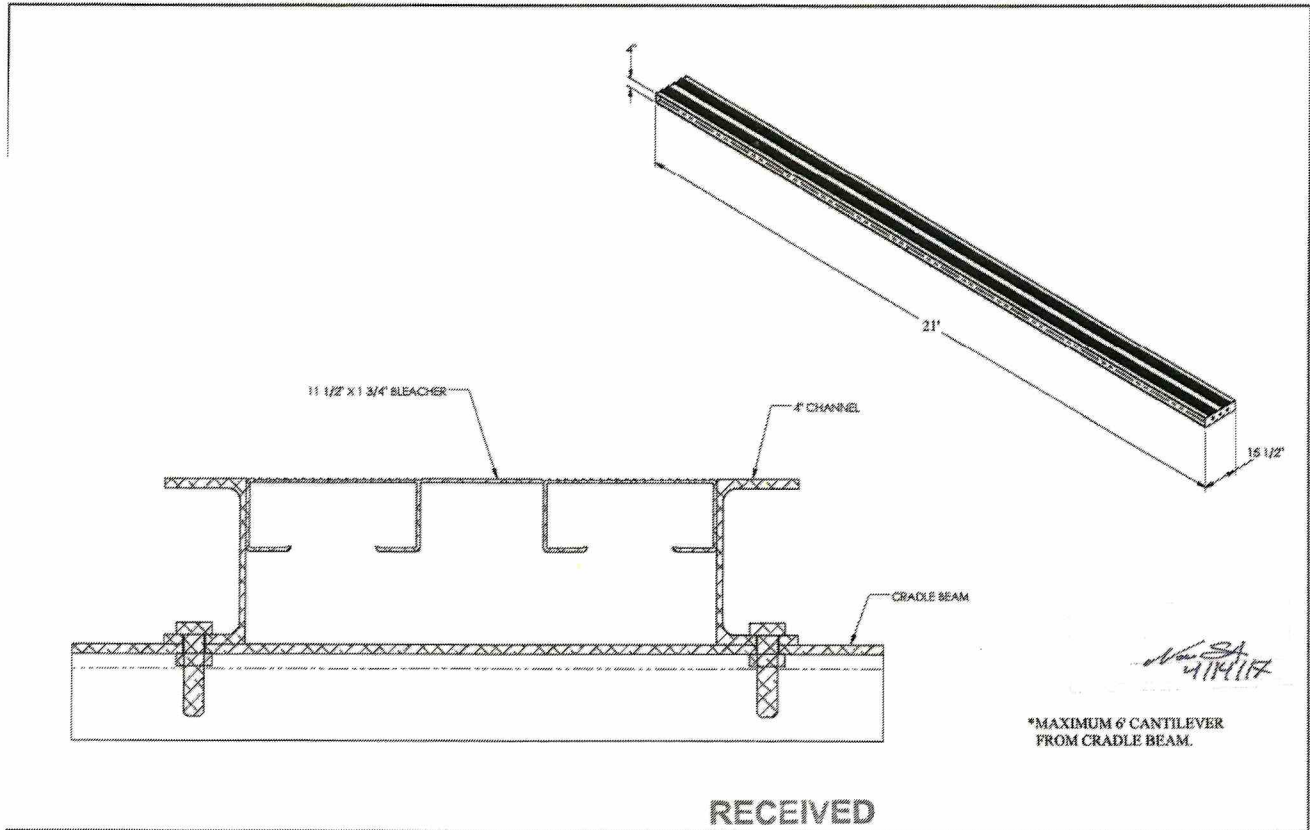
Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip B83



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Staff Report
Boat Lift Installation

Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip B83



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Staff Report
Boat Lift Installation

Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip B83

L/W	DESCRIPTION	DATE
A	INITIAL DRAWING	9/30/16

HANDRAIL OPTIONAL

TOP VIEW

SIDE VIEW

ATTACH WITH (6) MIN. 1/2" RED HEADS S.W.W-316 S.S. 6" MIN. SPACING, 3" MIN. EDGE DISTANCE.

Handwritten signature

RECEIVED
APR 14 2017

DERM Coastal Resources Section
Coastal Resources Regulation & Restoration

ITEM NO.	QTY	PART NUMBER	DESCRIPTION	MATERIAL SPECIFICATION
7	1	COMMON	3/8"X6"X44" ALUM PLATE OPTIONAL	6061-T6
6	1	COMMON	5/16 NUT AND WASHER	S.S.
5	1	COMMON	5/16-18 X 1" HEX BOLT	S.S.
4	1	COMMON	TEE HANDLE HINGE PIN	6061-T6
3	1	COMMON	2" X 42" X 12" HANDRAIL	6061-T6
2	1	G3014	MOUNT PLATE WELDMENT	6061-T6
1	1	G3012	PLATFORM WELDMENT	6061-T6

ADD OPTIONAY HANDRAIL ... Y _____ N _____

ADD OPTIONAY MOUNT PLATE ... Y _____ N _____

APPROVALS	DATE

PARTS LIST		UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES	
<p>GOLDEN MANUFACTURING, INC.</p> <p>10000 W. US HWY 1, SUITE 100, TAMPA, FL 33613 813-988-1111</p>		<p>FRACCTIONS: 1/8, 1/4, 3/8, 1/2, 5/8, 3/4, 7/8, 1</p> <p>TOLERANCES: FRACTIONS: .005, .010, .015, .020, .030, .040, .050, .060, .070, .080, .090, .100, .125, .150, .175, .200, .250, .300, .375, .450, .500, .625, .750, .875, 1.000</p> <p>ANGULAR: 1/2, 1, 1 1/2, 2, 3, 4, 6, 8, 10, 12, 15, 20, 25, 30, 35, 40, 45, 50, 55, 60, 65, 70, 75, 80, 85, 90, 95, 100, 110, 120, 135, 150, 165, 180</p> <p>DO NOT SCALE DRAWING</p>	
<p>FILE: OUTBOARD PLATFORM WITH HANDRAIL</p>		<p>SCALE: 3/8" = 1"</p>	
<p>ITEM: G3010 OUTBOARD PLATFORM VERSION D</p>		<p>SCALE: 3/8" = 1"</p>	



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North Bay Village
 Administrative Offices
 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
 Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

DOCK APPLICATION FOR PUBLIC HEARING

Page 1 of 3

Site Address 7601 E. Treasure Drive, North Bay Village FL 33141

Owner Name Grand View Palace Yacht Club, Inc Owner Phone # 305-861-6000

Owner Mailing Address 7601 E. Treasure Drive, CU12

Applicant Name Kirk Lofgren Applicant Phone # 305-921-9344

Applicant Mailing Address 340 Minorca Ave Suite 7 Coral Gables FL 33134

Contact Person Kirk Lofgren Contact Phone # 305-921-9344

Contact Email Address justina@oceanconsultingfl.com

Legal Description of Property THE GRAND VIEW PALACE CONDO LOTS 1&2 BLK 8 & TRACT A BLK 8

Existing Zoning _____ Lot Size 180294 sq ft Folio Number 23-3209-041-6060

Legal Description 1ST ADDN TO TREASURE ISL PB53-65 LOTS 1&2 BLK 8 & TRACT A BLK 8

Project Description To install a new 24K-capacity, cradle lift boatlift in Slip No. B83 and a boarding platform.

Dock Length Measured Perpendicular from Seawall _____

Mandatory Submittals (Applicant must check that each item is included with this application)

- | | |
|---|--|
| <input type="checkbox"/> Site plans which depict: | <input type="checkbox"/> Property survey |
| North point | <input type="checkbox"/> Elevations |
| Scale at 1/16 inch to the foot, or larger | <input type="checkbox"/> DERM approval |
| Date of preparation | <input type="checkbox"/> Application fees |
| Dock structures | <input type="checkbox"/> Cost recovery deposit |
| Any mechanical equipment | |
| Any exterior lighting | |
| Any other physical features | |

DOCK APPLICATION FOR PUBLIC HEARING

Page 2 of 3

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.

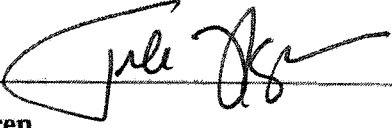
All requests for dock approval from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting dock approval from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such a variance request, pursuant to Section 152.110 of the Village Code.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), and FEMA regulations.

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 Staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Village Commission revoked.

Authorized Signature 

Print Name Kirk Lofgren

(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 16th day of July, 2015,

by Kirk Lofgren

who is personally known to me or who has produced _____ as identification.

Notary Public Signature 

Commission Number/  

- Mayor
Connie Leon-Kreps
- Vice Mayor
Eddie Lim
- Commissioner
Dr. Richard Chervony
- Commissioner
Wendy Duvall
- Commissioner
Jorge Gonzalez

DOCK APPLICATION FOR PUBLIC HEARING
Page 3 of 3

Office Use Only:

Date Submitted: _____

Tentative Meeting Date: _____

Fee Paid: \$ _____

Cash or Check # _____

Date Paid: _____

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

349



**7601 E Treasure Dr. Suite CU-12
North Bay Villaae. Florida 33141**

April 26, 2017

To Whom It May Concern:

This serves to confirm that GrandView Palace Yacht Club, Inc. approves of the installation of a new 24,000 lb.-capacity Golden 4-Post Cradle Boat Lift in Slip No. B83. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Orlando Lima".

Orlando Lima

Vice President Grandview Palace Yacht Club, Inc.

Phone number: 305 300-6828

Email Address: gypc.manager@gmail.com



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

RE: APPLICATIONS BY KIRK LOFGREN FOR INSTALLATION OF NEW BOATLIFTS AND BOARDING PLATFORMS ON AN EXISTING DOCK IN SLIPS C105 AND B83 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.

I, Yvonne P. Hamilton, Village Clerk, hereby certify that that the petition filed hereto is correct.

Dated this 30th day of October 2017.



Yvonne P. Hamilton
Village Clerk

(North Bay Village Commission Meeting – November 14, 2017)

Mayor
Connie Leon-Kreps

Commissioner
Jose Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

351



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

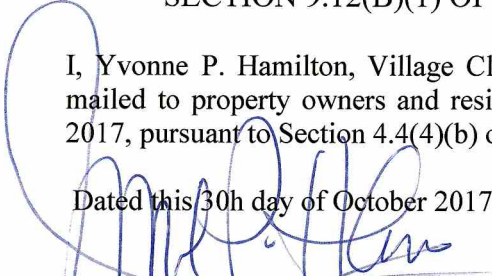
Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

RE: APPLICATIONS BY KIRK LOFGREN FOR INSTALLATION OF NEW BOATLIFTS AND BOARDING PLATFORMS ON AN EXISTING DOCK IN SLIPS C105 AND B83 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.

I, Yvonne P. Hamilton, Village 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 on October 30, 2017, pursuant to Section 4.4(4)(b) of the Unified Land Development Code.

Dated this 30th day of October 2017.



Yvonne P. Hamilton, CMC
Village Clerk

(North Bay Village Commission Meeting – November 14, 2017)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

352



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

RE: APPLICATIONS BY KIRK LOFGREN FOR INSTALLATION OF NEW BOATLIFTS AND BOARDING PLATFORMS ON AN EXISTING DOCK IN SLIPS C105 AND B83 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on November 14, 2017 was posted at the above-referenced property on October 30, 2017, pursuant to Section 4.4(A)(6) of the Unified Land Development Code..

Dated this 30th day of October 2017.


Yvonne P. Hamilton, CMC
Village Clerk

(North Bay Village Commission Meeting – November 14, 2017)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

353



**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, NOVEMBER 14, 2017** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUESTS:

1. APPLICATIONS BY KIRK LOFGREN FOR INSTALLATION OF NEW BOATLIFTS AND BOARDING PLATFORMS ON AN EXISTING DOCK IN SLIPS C105 AND B83 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.

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 COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE 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 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.

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 VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

YVONNE P. HAMILTON, CMC
VILLAGE CLERK

Grandview Palace Condominium
7601 E. Treasure Drive
N. Bay Village, FL 33141

Bocados Ricos Corp
1880 Kennedy Causeway
N. Bay Village, FL 33141

Sunshine Grocery
1900 Kennedy Causeway
N. Bay Village, FL 33141

Bridgewater Tower Condo
Attn: Rick Muller
1881 Kennedy Causeway
N. Bay Village, FL 33141

Caribbean Towers Condominium
7545 E. Treasure Drive
N. Bay Village, FL 33141

Gonzalez Santiago
1886 Kennedy Causeway
N. Bay Village, FL 33141

Pizza D'Light
C/O Jairo Reyes
1865 Kennedy Cswy., #11-C
N. Bay Village, FL 33141

Happy's Store/Sports
1872 Kennedy Causeway
N. Bay Village, FL 33141

Treasure Island Elementary
C/O 1450 N.E. 2nd Avenue
Room 602
Miami, FL 33132

DDB Investments Fortune
ATTN: Valeria Dahan
1300 Brickell Avenue
Miami, FL 33131

Mr. Greg Lambert
823 N.W. 57th Avenue
Ft. Lauderdale, FL 33309
(Re: 1886B Kennedy Cswy.)

Owner/Occupant
7545 E. Treasure Dr. Apt. 1A
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 1B
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 1C
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 1D
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2A
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2B
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2C
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2D
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2E
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2F
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2G
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2H
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2J
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2K
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3A
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3B
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3C
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3D
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3E
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3F
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3G
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3H
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3I
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3J
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3K
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4A
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4B
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4C
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4D
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4E
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4F
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4G
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4H
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4I
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4J
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4K
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5A
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5B
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5C
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5D
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5E
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5F
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5G
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
7545 E. Treasure Dr. Apt. 5J
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5K
North Bay Village, Fl 33141

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7545 E. Treasure Dr. Apt. 6A
North Bay Village, Fl 33141

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7545 E. Treasure Dr. Apt. 6B
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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7545 E. Treasure Dr. Apt. 6E
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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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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7545 E. Treasure Dr. Apt. 8C
North Bay Village, Fl 33141

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7545 E. Treasure Dr. Apt. 8D
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

Owner/Occupant
7545 E. Treasure Dr. Apt. 8I
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 8J
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 8K
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 9A
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 9B
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 9C
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

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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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7545 E. Treasure Dr. Apt. 10A
North Bay Village, Fl 33141

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7545 E. Treasure Dr. Apt. 10B
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 10C
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North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 10K
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. OFC.
North Bay Village, Fl 33141

Owner/Occupant
7601 East Treasure Drive, #1101
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1508
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #PH212
N. Bay Village, FL 33141

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7601 East Treasure Drive, #1416
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7601 East Treasure Drive, #809
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7601 East Treasure Drive, #CU-17
N. Bay Village, FL 33141

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7601 East Treasure Drive, #705
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7601 East Treasure Drive, #418
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7601 East Treasure Drive, #2422
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Owner/Occupant
7601 East Treasure Drive, #2016
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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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7601 East Treasure Drive, #1722
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Owner/Occupant
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N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1003
N. Bay Village, FL 33141

Owner / Occupant
1881 Kennedy Causeway,
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#2107
North Bay Village, FL 33141



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

MEMORANDUM
North Bay Village

DATE: November 2, 2017

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE, IN SLIP B83, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

387

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE, IN SLIP B83, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, Kirk Lofgren has applied to North Bay Village, on behalf of Grandview Palace Yacht Club, Inc., for permission to install a new boatlift on an existing dock at the Grandview Palace Business Marina at 7601 East Treasure Drive in Slip B83, Treasure Island, North Bay Village, Florida, in the RM-70, High Density Multiple-Family Residential Zoning District; and

WHEREAS, Section 9.12(B)(6) of the Unified Land Development Code requires all applications for docks, boat lifts, mooring piles or other similar structures which are outside the D-5 triangle or greater than 25 feet from the shoreline to be approved by the Village Commission; and

WHEREAS, in accordance with Section 9.12(B)(6) of the Village Code, a public hearing by the Village Commission was noticed for Tuesday, November 14, 2017, at 7:30 p.m. at Village Hall, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission.

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

Section 1. Recitals.

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

Section 2. Findings.

In accordance with Section 9.12(B)(7) of the Village Code, the Village Commission, having considered the testimony and evidence in the record presented by all parties, finds that the boatlift is safe and environmentally compatible.

Section 3. Grant.

In accordance with Section 9.12(B)(7) of the North Bay Village Code of Ordinances, approval is granted to install a new boatlift at the marina at 7601 East Treasure Drive, in Slip B83, in accordance with the Site Plan submitted to the Village Clerk's Office.

Section 4. Conditions.

Approval is granted with the condition that the following items are met prior to issuance of a Building Permit:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Section 5. Appeal.

In accordance with Section 4.6 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 6. Violation of Terms and Conditions.

Failure to adhere to the terms and conditions contained in this Resolution in Section 4 shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to the revocation of any of the approval(s) granted in this Resolution.

The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

Section 7. Effective Date.

This Resolution shall become effective upon its adoption.

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

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Jose R. Alvarez
Commissioner Dr. Douglas Hornsby
Commissioner Andreana Jackson

PASSED and ADOPTED this 14th day of November 2017

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Installation of Boatlift at 7601 E. Treasure Drive Marina in Slip B83.



**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, NOVEMBER 14, 2017** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUESTS:

1. APPLICATIONS BY KIRK LOFGREN FOR INSTALLATION OF NEW BOATLIFTS AND BOARDING PLATFORMS ON AN EXISTING DOCK IN SLIPS C105 AND B83 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.
2. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 97, ENTITLED "PARKS AND RECREATION" BY AMENDING SECTION 97.11 TO PROHIBIT AN ADULT FROM ENTERING A TODDLER PARK WITHOUT A CHILD; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. *(Second Reading)*
3. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70, SECTION 70.05 OF THE VILLAGE CODE: DEFINING JUNKAGE AND ABANDONED VEHICLES; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. *(Second Reading)*
4. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 153, ENTITLED "CODE ENFORCEMENT" BY AMENDING SECTION 153.04 TO INCREASE THE FINE FOR GENERAL LITTERING AND FINES UNDER SECTION 91.03 FOR REPEAT VIOLATIONS; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. *(Second Reading)*

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 COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE 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 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.

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 VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

YVONNE P. HAMILTON, CMC
VILLAGE CLERK

(October 27, 2017)



Staff Report Permit Application for Boat Lift

Prepared for: North Bay Village Commission
Applicant: Kirk Lofgren
Address: 7601 East Treasure Drive
*Request: Permit for Installation of Boat Lift
in Slip C105*



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General Information

Property Owner	Grand View Palace Yacht Club, Inc.
Applicant	Kirk Lofgren
Applicant Address	340 Minorca Ave., Suite 7, Coral Gables, FL
Site Address	7601 East Treasure Drive
Contact Person	Kirk Lofgren
Contact Phone Number	305-921-9344
E-mail Address	justina@oceanconsultingfl.com

General Description

The applicant is requesting a permit to install a new 32,000 pound capacity boat lift with a boarding platform on an existing dock in slip C105 at the Grandview Palace property. The proposed boat lift and plank will not extend any further into the bay than the existing dock and neither will the proposed structures cause the dock structure to extend any further into the bay than it currently exists. However, since the proposed boat lift and boarding platform will be placed more than 25 feet from the seawall, the application shall be heard by the Village Commission at a public hearing.

Applicable Code Provisions

The construction or alteration of docks, piers, etc is governed by Section 9.12.

Section 9.12(B) reads as follows:

1. No person, firm, or corporation shall construct any docks, piers, dolphins, wharfs, pilings, boat lifts, or similar structures of any kind more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village without first obtaining a waiver from the Village Commission after a public hearing. However, the furthestmost distance seaward from the seawall or shoreline shall not exceed 75 feet including all dolphins or pilings installed beyond the seaward most line of the dock or pier but not including required rip-rap.
2. No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the Village unless the structure is set back at least 7½ feet from the lot line on each side.



3. No person, firm, or corporation shall build, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure within the corporate limits of the Village, or do any filling, excavating, or dredging in the waters without first obtaining a building permit to do so from the Village Building Department.
4. Application for any permit or the transfer of any permit required by this section shall be made to the Village Building Department in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.
5. Permits for seawalls and dock structures can be approved administratively and do not require a hearing or approval of the Village Commission if:
 - a. All proposed dock structures, including but not limited to boat lifts and mooring piles, are not placed more than 25 feet measured perpendicular from the seawall.
 - b. All proposed dock structures, including but not limited to boat lifts and mooring piles, are entirely within the D-5 triangle as described in Section D5 of the Miami-Dade Public Works Manual.
6. Applications for docks, boat lift, mooring piles or other similar structures that do not meet the administrative approval criteria of Section 6 above shall be heard by the Village Commission at a public hearing. If an applicant seeks a dock or pier length greater than 25 feet measured perpendicular from the seawall (including boat lifts, mooring piles or other structures), the Village Commission shall consider the following criteria to determine if a distance waiver shall be granted:
 - a. If the Applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners, and
 - b. If the Village has received any letter(s) of objection from adjoining riparian property owners; and
 - c. Any other factors relevant to the specific site.
7. The Village Commission may deny, approve, or modify the request and/or impose conditions in the permit, or granting of a distance waiver, which it deems necessary to protect the waterways of the Village in accordance with the public safety and the general welfare. The requirement of approval by the Village Commission shall not include applications for repair of existing structures.
8. A public hearing held pursuant to this Section shall be quasi-judicial.
9. Repair or reconstruction of existing structures shall not require approval of the Village Commission but maybe be approved administratively. However, the provisions of subsections 4 and 5 above shall be complied with.

Staff Comments

One 32,000 pound capacity boat lift with a boarding plank will be installed in slip C106. To support the lift, new wood pilings will be installed within the slip. The installed boat lift will be 14 feet long by 13 feet wide. The boarding platform will be 4.5 feet long by 3.5 feet wide, installed on the dock side of the lift. An access platform will be installed on the opposite side of the lift which will be 21 feet long by 15.5 inches wide.

Because the lift is being installed in an existing boat slip, the capacity of the docks will not be increased and therefore, this installation should not affect vehicle parking at Grandview Palace or cause an increase in the number of vehicle traffic trips.

The boat lift will not encroach on the 7.5 foot side setbacks from the property lines.

Since the proposed structures are being placed more than 25 feet from the seawall, the Village Commission must consider the proposal at a public hearing and determine whether to grant a distance waiver.

These plans have received pre-approval from Miami-Dade DERM.

Based on the materials presented by the applicant, the proposed structures are in compliance with the applicable provisions of Section 9.12(B). The proposed boatlift is safe and compatible.

Staff Recommendations

Staff recommends **approval** of the application to install the new boat lift with boarding plank and approval of the distance waiver, pending the following:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Submitted by:

James G. LaRue

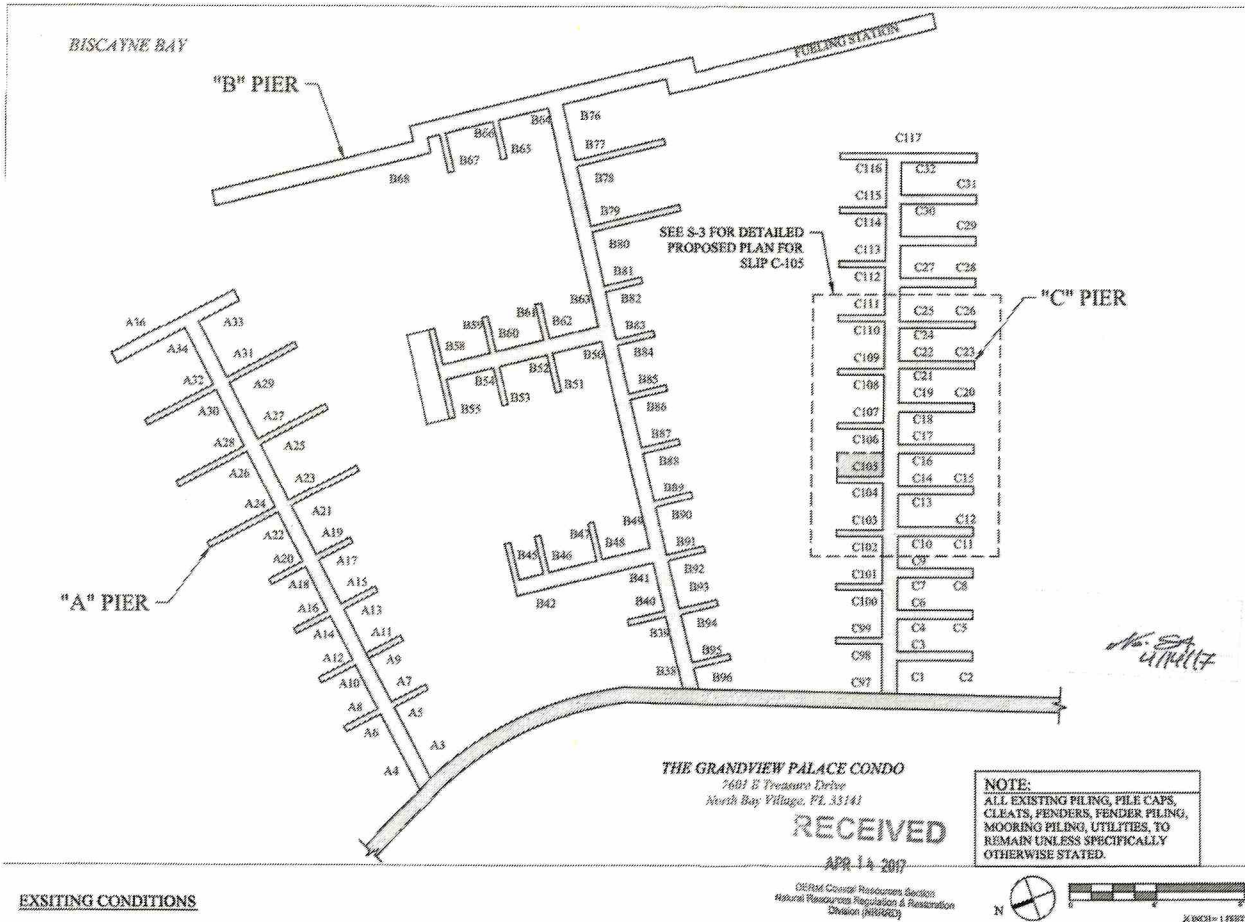
James G. LaRue, AICP

Planning Consultant

October 18, 2017

Hearing: Village Commission, November 14, 2017





EXISTING CONDITIONS

THE GRANDVIEW PALACE CONDO
7601 E Treasure Drive
North Bay Village, FL 33141

RECEIVED

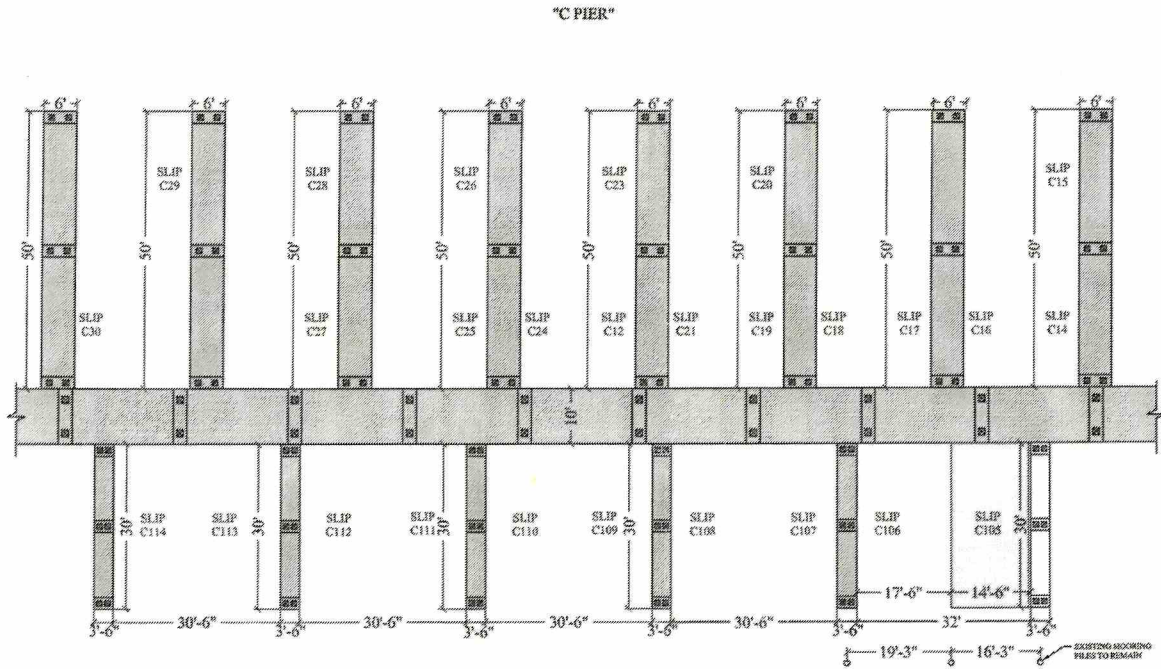
APR 14 2007

DEPM Coastal Resources Section
Natural Resources Regulation & Restoration
Division (42400)

NOTE:
ALL EXISTING PILING, PILE CAPS,
CLEATS, FENDERS, FENDER PILING,
MOORING PILING, UTILITIES, TO
REMAIN UNLESS SPECIFICALLY
OTHERWISE STATED.



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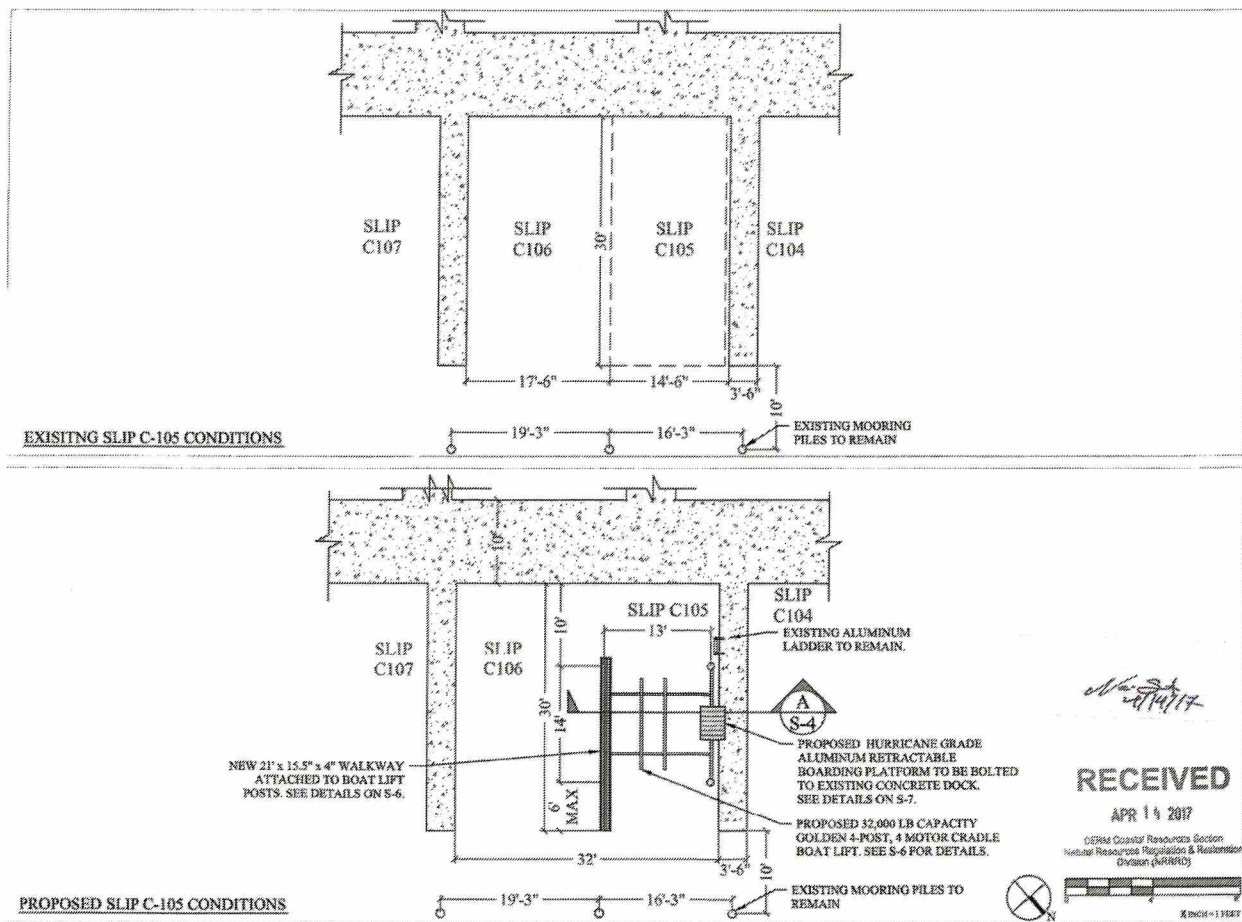
THE GRANDVIEW PALACE CONDO
7601 E. Treasure Drive, Suite CU-12
North Bay Village, FL 33141

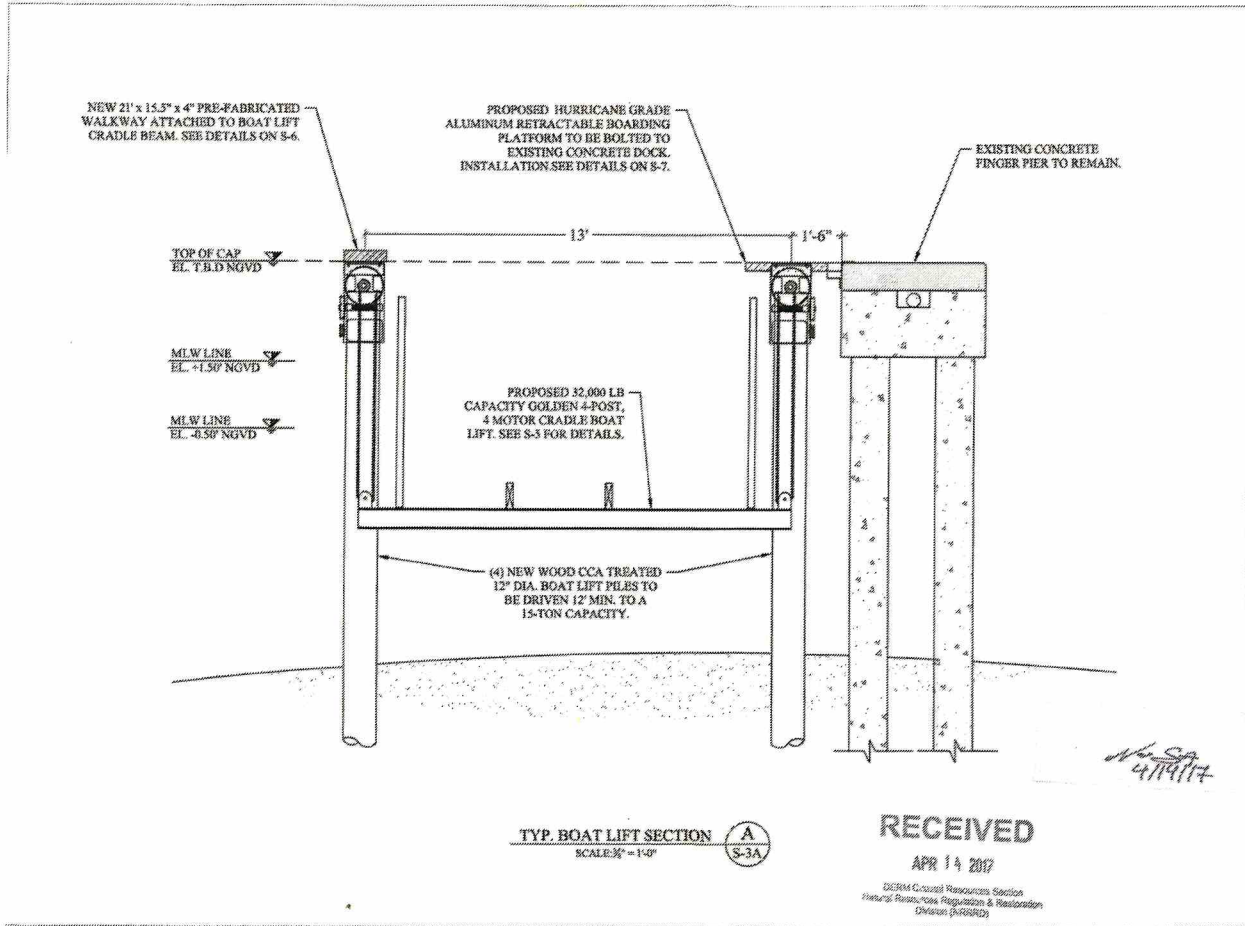
RECEIVED
APR 14 2017
OSRM Coastal Resources Section
Natural Resources Regulation & Restoration
Division (ARRR/D)

EXISTING CONDITIONS



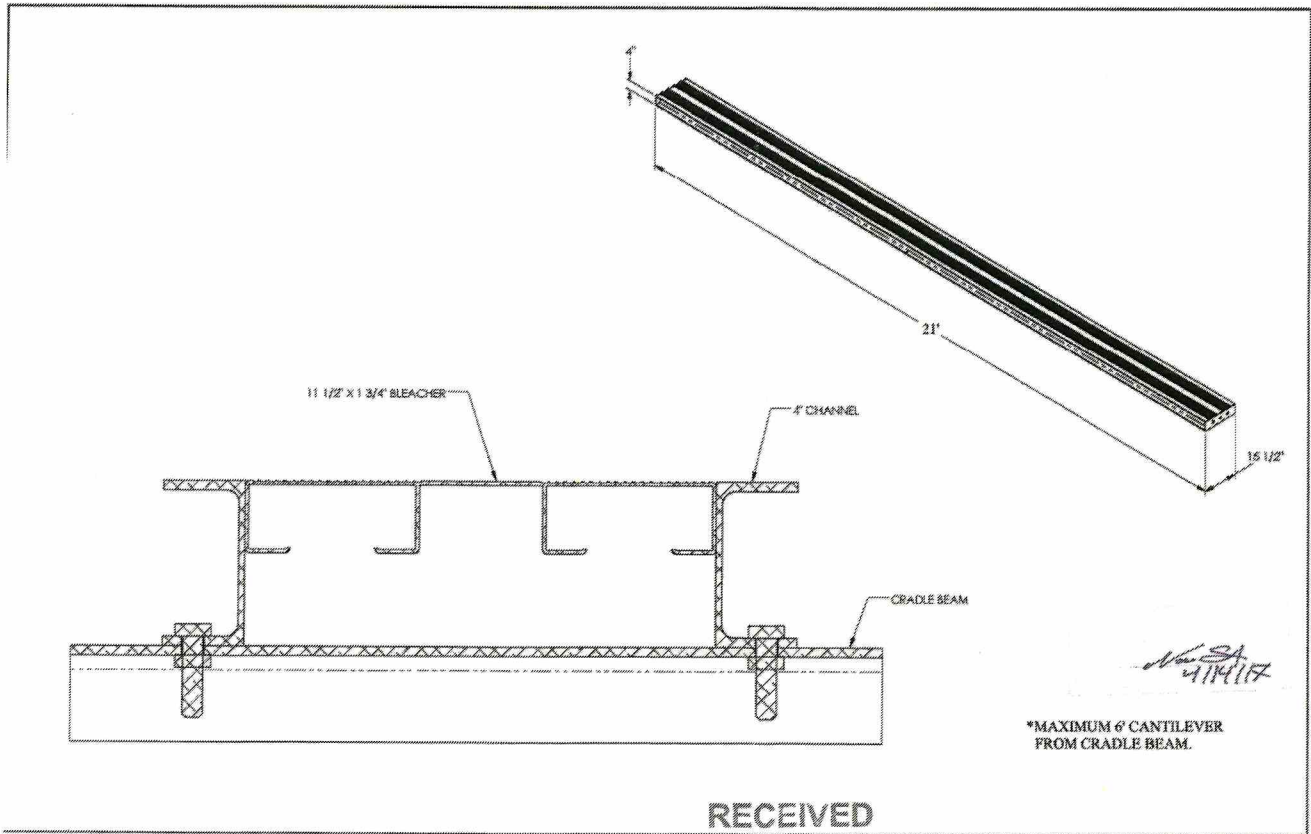
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Staff Report
Boat Lift Installation

Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip C105



RECEIVED

APR 14 2017

DERM Coastal Resources Section
Natural Resources Regulation & Restoration
Division (NRRRD)



Serving Florida Local Governments Since 1988

Staff Report
Boat Lift Installation

Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip C105

HANDRAIL OPTIONAL

TOP VIEW

SIDE VIEW

OPTIONAL MOUNT PLATE

ATTACH WITH (6) MIN. 1/2" RED HEADS SWW-316 S.S 6" MIN. SPACING, 3" MIN. EDGE DISTANCE.

ADD OPTIONAY HANDRAIL ... Y _____ N _____

ADD OPTIONAY MOUNT PLATE ... Y _____ N _____

LYR	DESCRIPTION	REVISIONS	DATE
A	INITIAL DRAWING		9/30/16

Handwritten signature

RECEIVED

APR 14 2017

DERM Coastal Resources Section
Coastal Resources Regulation & Restoration

ITEM #	QTY	PART NO./DESC	NOMENCLATURE OR DESCRIPTION	MATERIAL SPECIFICATION
7	1	COMMON	3/8"X6"X44" ALUM PLATE OPTIONAL	6061-T6
6	1	COMMON	5/16 NUT AND WASHER	S.S.
5	1	COMMON	5/16-18 X 1" HEX BOLT	S.S.
4	1	COMMON	TEE HANDLE HINGE PIN	6061-T6
3	1	COMMON	2" X 42" X 12" HANDRAIL	6061-T6
2	1	G3014	MOUNT PLATE WELDMENT	6061-T6
1	1	G3012	PLATFORM WELDMENT	6061-T6

APPROVALS	DATE

TOLERANCES	
FINISHES	FINISHES
±.015	±.015
±.005	±.005
±.002	±.002

GOLDEN MANUFACTURING, INC.	
TITLE: OUTBOARD PLATFORM WITH HANDRAIL	
PART NUMBER: G3010 OUTBOARD PLATFORM VERSION D	
SCALE: 1/8" = 1"	DATE: 9/30/16



Serving Florida Local Governments Since 1988



North Bay Village
 Administrative Offices
 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
 Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

DOCK APPLICATION FOR PUBLIC HEARING

Page 1 of 3

Site Address 7601 E. Treasure Drive, North Bay Village FL 33141

Owner Name Grand View Palace Yacht Club, Inc Owner Phone # 305-861-6000

Owner Mailing Address 7601 E. Treasure Drive, CU12

Applicant Name Kirk Lofgren Applicant Phone # 305-921-9344

Applicant Mailing Address 340 Minorca Ave Suite 7 Coral Gables FL 33134

Contact Person Kirk Lofgren Contact Phone # 305-921-9344

Contact Email Address justina@oceanconsultingfl.com

Legal Description of Property THE GRAND VIEW PALACE CONDO LOTS 1&2 BLK 8 & TRACT A BLK 8

Existing Zoning _____ Lot Size 180294 sq ft Folio Number 23-3209-041-6060

Legal Description 1ST ADDN TO TREASURE ISL PB53-65 LOTS 1&2 BLK 8 & TRACT A BLK 8

Project Description To install a new ^{32K}~~28K~~-capacity, cradle lift boatlift in Slip No. C-105 and a boarding platform.

Dock Length Measured Perpendicular from Seawall _____

Mandatory Submittals (Applicant must check that each item is included with this application)

- | | |
|---|--|
| <input type="checkbox"/> Site plans which depict: | <input type="checkbox"/> Property survey |
| North point | <input type="checkbox"/> Elevations |
| Scale at 1/16 inch to the foot, or larger | <input type="checkbox"/> DERM approval |
| Date of preparation | <input type="checkbox"/> Application fees |
| Dock structures | <input type="checkbox"/> Cost recovery deposit |
| Any mechanical equipment | |
| Any exterior lighting | |
| Any other physical features | |

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

DOCK APPLICATION FOR PUBLIC HEARING

Page 2 of 3

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.

All requests for dock approval from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing 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 Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting dock approval from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such a variance request, pursuant to Section 152.110 of the Village Code.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), and FEMA regulations.

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 Staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Village Commission revoked.

Authorized Signature _____

[Handwritten Signature]

Print Name Orlando C. Lama, Vice President

(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 20 day of February, 20 17,

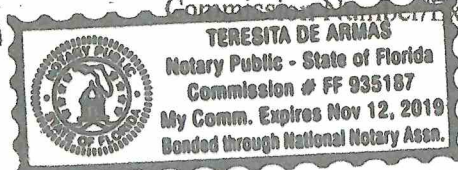
by Orlando C. Lama,

who is personally known to me or who has produced Imperson as identification.

Notary Public Signature _____

[Handwritten Signature]

Commission Number/Expiration NOV 12, 2019



- Mayor
Connie Leon-Kreps
- Vice Mayor
Eddie Lim
- Commissioner
Dr. Richard Chervony
- Commissioner
Wendy Duvall
- Commissioner
Jorge Gonzalez

405

DOCK APPLICATION FOR PUBLIC HEARING
Page 3 of 3

Office Use Only:

Date Submitted: _____

Tentative Meeting Date: _____

Fee Paid: \$ _____

Cash or Check # _____

Date Paid: _____

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

406



7601 E Treasure Dr. Suite CU-12
North Bay Villaae. Florida 33141

April 26, 2017

To Whom It May Concern:

This serves to confirm that GrandView Palace Yacht Club, Inc. approves of the installation of a new 24,000 lb.-capacity Golden 4-Post Cradle Boat Lift in Slip No. B83. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Orlando Lama".

Orlando Lama

Vice President Grandview Palace Yacht Club, Inc.

Phone number: 305 300-6828

Email Address: gpyc.manager@gmail.com



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

MEMORANDUM
North Bay Village

DATE: November 2, 2017

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE, IN SLIP C105, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

408

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE, IN SLIP C105, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, Kirk Lofgren has applied to North Bay Village, on behalf of Grandview Palace Yacht Club, Inc., for permission to install a new boatlift on an existing dock at the Grandview Palace Business Marina at 7601 East Treasure Drive in Slip C105, Treasure Island, North Bay Village, Florida, in the RM-70, High Density Multiple-Family Residential Zoning District; and

WHEREAS, Section 9.12(B)(6) of the Unified Land Development Code requires all applications for docks, boat lifts, mooring piles or other similar structures which are outside the D-5 triangle or greater than 25 feet from the shoreline to be approved by the Village Commission; and

WHEREAS, in accordance with Section 9.12(B)(6) of the Village Code, a public hearing by the Village Commission was noticed for Tuesday, November 14, 2017, at 7:30 p.m. at Village Hall, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission.

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

Section 1. Recitals.

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

Section 2. Findings.

In accordance with Section 9.12(B)(7) of the Village Code, the Village Commission, having considered the testimony and evidence in the record presented by all parties, finds that the boatlift is safe and environmentally compatible.

Section 3. Grant.

In accordance with Section 9.12(B)(7) of the North Bay Village Code of Ordinances, approval is granted to install a new boatlift at the marina at 7601 East Treasure Drive, in Slip C105, in accordance with the Site Plan submitted to the Village Clerk's Office.

Section 4. Conditions.

Approval is granted with the condition that the following items are met prior to issuance of a Building Permit:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Section 5. Appeal.

In accordance with Section 4.6 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 6. Violation of Terms and Conditions.

Failure to adhere to the terms and conditions contained in this Resolution in Section 4 shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to the revocation of any of the approval(s) granted in this Resolution.

The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

Section 7. Effective Date.

This Resolution shall become effective upon its adoption.

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

FINAL VOTE AT ADOPTION:

- Mayor Connie Leon-Kreps
- Vice Mayor Eddie Lim
- Commissioner Jose R. Alvarez
- Commissioner Dr. Douglas Hornsby
- Commissioner Andreana Jackson

PASSED and ADOPTED this 14th day of November 2017

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Installation of Boatlift at 7601 E. Treasure Drive Marina in Slip C105.



**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, NOVEMBER 14, 2017** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUESTS:

1. APPLICATIONS BY KIRK LOFGREN FOR INSTALLATION OF NEW BOATLIFTS AND BOARDING PLATFORMS ON AN EXISTING DOCK IN SLIPS C105 AND B83 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.
2. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 97, ENTITLED "PARKS AND RECREATION" BY AMENDING SECTION 97.11 TO PROHIBIT AN ADULT FROM ENTERING A TODDLER PARK WITHOUT A CHILD; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. *(Second Reading)*
3. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70, SECTION 70.05 OF THE VILLAGE CODE: DEFINING JUNKAGE AND ABANDONED VEHICLES; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. *(Second Reading)*
4. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 153, ENTITLED "CODE ENFORCEMENT" BY AMENDING SECTION 153.04 TO INCREASE THE FINE FOR GENERAL LITTERING AND FINES UNDER SECTION 91.03 FOR REPEAT VIOLATIONS; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. *(Second Reading)*

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 COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE 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 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.

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 VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

YVONNE P. HAMILTON, CMC
VILLAGE CLERK

(October 27, 2017)

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 97, ENTITLED “PARKS AND RECREATION” BY AMENDING SECTION 97.11 TO PROHIBIT AN ADULT FROM ENTERING A TODDLER PARK WITHOUT A CHILD; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER ANDREANA JACKSON)

WHEREAS, Chapter 97 of the North Bay Village Code of Ordinances sets forth regulations and guidelines relating to parks and other Village recreation facilities; and

WHEREAS, many public parks provide play space for children thereby fostering child development, social interaction skills, and opportunities for physical exercise; and

WHEREAS, play areas for children are not designed to be used by adults, except for circumstances where adults are accompanying the children utilizing these play areas; and

WHEREAS, play areas for children are intended to furnish and provide age appropriate recreational play equipment and open space to accommodate the needs and play behavior of minor children in the Village who are supervised by parents, guardians, caretakers, or other appropriate adults; and

WHEREAS, in order to provide for the safest play areas for children and minors in North Bay Village, and to maximize play area equipment available for children and minors for whom the Village’s play equipment and play areas are specifically designed, the North Bay Village Commission has determined that is necessary to establish regulations and guidelines for such play areas;

WHEREAS, NOW, THEREFORE, BE IT ENACTED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA:

Section 1. Recitals. The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. Chapter 97 of the North Bay Village Code of Ordinances, entitled “Parks and Recreation” is hereby amended by revising Section 97.11 as follows:

Section 97.11

§ 97.11 – Toddler Park.

No child over the age of eight shall be permitted in the Toddler Park. Any child under four years of age shall have proper supervision.

No person above the age of eighteen (18) years shall be permitted to enter or remain in any area within a Village park that contains playground equipment for use by children and has been posted with signs identifying the designated area as a children’s play area, unless the adult is supervising and/or accompanying child(ren) under the age of eight (8) who is/are then visiting the play area.

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the North Bay Village Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

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

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

The foregoing Ordinance was offered by Commissioner Andreana Jackson, who moved for its approval on first reading. This motion was seconded by Vice Mayor Eddie Lim, and upon being put to a vote, the vote was as follows:

THE VOTES WERE AS FOLLOWS:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Dr. Douglas Hornsby	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>

APPROVED ON FIRST READING during a regular session of the North Bay Village Commission Meeting this 10th day of October 2017.

The foregoing Ordinance was offered by _____, who moved for its enactment. This motion was seconded by _____ and upon being put to a vote, the vote was as follows:

FINAL VOTE ON ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Jose R. Alvarez _____
Commissioner Dr. Douglas Hornsby _____
Commissioner Andreana Jackson _____

PASSED AND ENACTED by the Commission of North Bay Village this ____ day of _____ 2017.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne Hamilton, CMC, Village Clerk

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


Village Attorney
Robert L. Switkes & Associates, P.A.

North Bay Village Ordinance: Prohibiting Adults from entering Tot Park without a child.



North Bay Village
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website:
www.nbvillage.com

MEMORANDUM
North Bay Village

DATE: November 6, 2017
TO: Yvonne P. Hamilton, CMC
Village Clerk
FROM: 
Commissioner Andreana Jackson
SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 97, ENTITLED "PARKS AND RECREATION" BY AMENDING SECTION 97.11 TO PROHIBIT AN ADULT FROM ENTERING A TODDLER PARK WITHOUT A CHILD; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE.

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

AJ:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

417

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70, SECTION 70.05 OF THE VILLAGE CODE; DEFINING JUNKAGE AND ABANDONED VEHICLES; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, vehicles considered abandoned or junkage are sometimes parked upon a North Bay Village street;

WHEREAS, the Village Commission believes that preventing abandoned or junkage vehicles from being parked upon a North Bay Village street is necessary to protect the health, safety, and general welfare of North Bay Village residents.

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

Section 1: Chapter 70 Amended.

Section 70.05 of the Code of Ordinances of North Bay Village, Florida, is hereby amended to read as follows:

§ 70.05 – Parking prohibited for certain purposes. .

(A) No person shall park a vehicle upon any street for the purpose of:

- (1) Displaying such vehicle for sale.
- (2) Greasing/oil changes or repairing such vehicle, except repairs necessary in an emergency.
- (3) Displaying advertising.
- (4) Selling merchandise from such vehicle except in a duly established market place, or when so authorized or licensed under the ordinances of this Village.
- (5) Storage, or a junkage or dead storage of an abandoned or derelict vehicle for more than 24 hours. Vehicles with shattered or missing windows shall be presumed to be junkage or dead storage as herein referred to. For purposes of this subsection, any vehicle that 1) does not lawfully display a current valid license tag; 2) is inoperative, wrecked, or partially dismantled condition; 3) is being used solely for storage purposes; or 4) threatens or endangers the public health, safety, and welfare shall be presumed to be derelict and abandoned and shall be subject to this subsection.

(B) Violation of this section shall be a civil infraction subject to civil penalty of \$100.00. Said violation shall be subject to prosecution under the provisions of Chapter 153 of the Village Code.

(C) No person shall place any item that will obstruct, block, or cause to make a marked parking space unusable for parking.

Section 2. Repeal. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 3. Severability. The provisions of this Ordinance are declared to be non-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 render this Ordinance void in its entirety.

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

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

The foregoing Ordinance was offered by Commissioner Andreana Jackson, who moved for its approval on first reading. This motion was seconded by Commissioner Dr. Douglas N. Hornsby, and upon being put to a vote, the vote was as follows:

THE VOTES WERE AS FOLLOWS:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Dr. Douglas Hornsby	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>

APPROVED ON FIRST READING during a regular session of the North Bay Village Commission Meeting this 10th day of October 2017.

The foregoing Ordinance was offered by _____, who moved for its enactment. This motion was seconded by _____ and upon being put to a vote, the vote was as follows:

FINAL VOTE ON ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Jose R. Alvarez _____
Commissioner Dr. Douglas Hornsby _____
Commissioner Andreana Jackson _____

PASSED AND ENACTED by the Commission of North Bay Village this ____
day of _____ 2017.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne Hamilton, CMC, Village Clerk

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


Village Attorney
Robert L. Switkes & Associates, P.A.

North Bay Village Ordinance: Defining Abandoned Vehicles.



North Bay Village
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website:
www.nbvillage.com

MEMORANDUM
North Bay Village

DATE: August 29, 2017
TO: Yvonne P. Hamilton, CMC
Village Clerk
FROM: Frank K. Rollason 
Village Manager
SUBJECT: Introduction of Resolution

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE,
FLORIDA AMENDING CHAPTER 70, SECTION 70.05 OF THE
VILLAGE CODE; DEFINING JUNKAGE AND ABANDONED
VEHICLES; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION
IN THE CODE AND AN EFFECTIVE DATE.**

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson



**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, NOVEMBER 14, 2017** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUESTS:

1. APPLICATIONS BY KIRK LOFGREN FOR INSTALLATION OF NEW BOATLIFTS AND BOARDING PLATFORMS ON AN EXISTING DOCK IN SLIPS C105 AND B83 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.
2. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 97, ENTITLED "PARKS AND RECREATION" BY AMENDING SECTION 97.11 TO PROHIBIT AN ADULT FROM ENTERING A TODDLER PARK WITHOUT A CHILD; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. *(Second Reading)*
3. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70, SECTION 70.05 OF THE VILLAGE CODE: DEFINING JUNKAGE AND ABANDONED VEHICLES; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. *(Second Reading)*
4. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 153, ENTITLED "CODE ENFORCEMENT" BY AMENDING SECTION 153.04 TO INCREASE THE FINE FOR GENERAL LITTERING AND FINES UNDER SECTION 91.03 FOR REPEAT VIOLATIONS; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. *(Second Reading)*

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 COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE 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 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.

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 VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

YVONNE P. HAMILTON, CMC
VILLAGE CLERK

(October 27, 2017)

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 153, ENTITLED “CODE ENFORCEMENT” BY AMENDING SECTION 153.04 TO INCREASE THE FINE FOR GENERAL LITTERING AND FINES UNDER SECTION 91.03 FOR REPEAT VIOLATIONS; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR EDDIE LIM)

WHEREAS, Section 153.04 of the North Bay Village Code of Ordinances sets forth the schedule of civil penalties for code enforcement violations; and

WHEREAS, the Village Commission desires to increase the fines for general littering and fines under Section 91.03 for repeat violations in the interest of the general welfare of the Village.

WHEREAS, NOW, THEREFORE, BE IT ENACTED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA:

Section 1. Recitals. The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. Chapter 153 of the North Bay Village Code of Ordinances, entitled “Code Enforcement” is hereby amended by revising Section 153.04 as follows:

Section 153.04

§ 153.04 - Schedule of civil penalties.

Section	Description of Violation	Penalty Fee
10.16	Altering Code	\$250.00
51.07	Taking and using water without paying for same	200.00
52.01	Installing septic tanks, privies	200.00
52.02	Installing illegal garbage disposal units	200.00
52.10	Sewage connection non-compliance with Code	200.00
70.01	Illegal parking trucks, wagons, buses, in residential areas	100.00
70.04	Illegal angle and parallel parking	25.00
90.02	Failure to register burglar system with police and pay permit fees	50.00

90.06	Installing prohibited automatic dial systems	50.00
91.01	Killing animal of another	200.00
91.02	Keeping hogs or pigs	200.00
91.03(A)	Allowing any dog or other animal to void excrement on any public or private property other than the property of the owner of such animal	200.00
	(a) First violation within a 12-month period	250.00
	(b) Second or subsequent violation within a 12-month period	500.00
91.03(B), (C)	Failure to clean up and remove excrement voided by animals on public property	200.00
	(a) First violation within a 12-month period	250.00
	(b) Second or subsequent violation within a 12-month period	500.00
91.10(A)	Keeping a vicious or a habitual barking or yelping dog	200.00
91.10(B)	Mistreating or neglecting an animal	200.00
91.10(C)	Stealing another's animal (to include fowl) or abandoning an aged, sick or unwanted dog	200.00
91.11	Keeping dogs for commercial purposes	200.00
91.12	Keeping more than three dogs (or cats)	200.00
91.13	Permitting dog to run at large	200.00
92.36	Illegal use of streets, sidewalks, and other public property	200.00
93.01	Discharging explosive or inflammable matter into any sewer	200.00
93.02, 93.03	Setting or abetting prohibited outdoor fires; bonfires and grassfires	100.00
93.04(A)	Keeping dynamite, nitroglycerine, etc. without a permit	200.00
93.04(B)	Blasting without permit	200.00
93.05	Selling or displaying fireworks	200.00
94	Any other violation of chapter 94	200.00
94.02	Placing, or throwing any garbage, trash, paper, tree or lawn trimmings or debris, on any street, gutter, sidewalk or alley	250.00
94.21(B)	Selling, using or providing food in, or offer the use of expanded polystyrene food service articles in Village facilities or on Village property	
	(a) First violation within a 12-month period	50.00
	(b) Second violation within a 12-month period	100.00
	(c) Third or subsequent violation within a 12-month period	500.00

94.22	Food service providers and stores selling, using, offering for sale or use, or providing food in expanded polystyrene food service articles	
	(a) First violation within a 12-month period	50.00
	(b) Second violation within a 12-month period	100.00
	(c) Third or subsequent violation within a 12-month period	500.00
95.02	Discriminating against families with children in residential units	100.00
96.01	Conducting prohibited amusement rides and carnivals	200.00
96.02	Allowing or creating odors, disturbing noises	100.00
96.10	Allowing or creating unnecessary, excessive unusual noises	100.00
96.11	Playing, using, operating any music or sound producing apparatus in a loud or excessive manner	100.00
96.12	Ringling any hand bell, beating or striking a pan, blowing a whistle, sounding gong, etc., crying out the sale of goods and merchandise on streets of Village	100.00
96.14	Discharging firecrackers and the like	100.00
96.15	Conducting any new building activity Saturday or Sunday between 5:00 p.m. and 8:00 a.m. without permission of Village Manager	200.00
96.16	Operating blowers, fans and engines making an excessive noise	100.00
96.17	Operating motorboat in Village waters without adequate mufflers	75.00
97.04(A)	Possessing alcoholic beverages in park	100.00
97.04(B)	Being intoxicated in park	100.00
97.06	Bringing or allowing dogs or other animals in park	50.00
97.07	Defacing of Village property or park property	100.00
97.09	Allowing unsupervised children under four years old in park	50.00
99.01	Writing, printing, painting, digging or damaging Village property	200.00
99.01(2)	Placing or keeping any, bench, chair, pot or other article on public street, sidewalk or parkway	50.00
99.01(B)	Cutting, trenching Village property, noise or tamper with any manhole cover, meter cover or any public works property prohibited without permit	100.00

99.10	Excavating any street, parkway or sidewalk without permit	100.00
99.14	Failure to properly secure, and safeguard, and provide night lights for excavations	100.00
110.06	Doing business without license or obtaining license by fraud	100.00
111.11	Violating hours of sale	75.00
111.13	Solicitation, sale of alcoholic beverages	100.00
112.07	Permitting any person under 17 years of age to play or operate any pinball, marble or similar type machine	150.00
112.08	Maintaining or operating marble or pinball machine within 500 feet of a school or having more than three pinball or similar machines in one location	150.00
113.02	Operating as second hand dealer without license; operating a pawnshop	100.00
113.03	Failure of second hand dealer to keep record of purchases	250.00
113.06	Disposal of jewelry, metals & coins by dealer in violation of § 113.01	250.00
114.02	Conducting "Going out of business sales" without a permit	100.00
114.05	Failure to comply with permit terms and requirements governing "Going out of business", "Fire sales", and the like	200.00
115.02	Doing business as a solicitor or peddler without a license	200.00
115.10	Peddler creating loud noises and unlawful use of public streets	100.00
115.11	Peddlers soliciting on other than daylight hours: Soliciting on Sundays	100.00
115.12	Peddler using another's I.D. card	200.00
115.37	Failure of charitable solicitation to register daily	50.00
115.38	Violation of Regulated Activities defined in § 115.01	50.00
115.39	Conducting prohibited conduct unless § 115.39	50.00
117.03	Making false or misleading statements concerning goods up for auction	200.00
117.10	Operating a dance school/studio without a certificate	75.00
117.20	Violation of density of occupancy regulations	200.00
117.30	Operating as a fortune teller, palm reader, and the like without license	200.00
117.33, 117.34	Failure of fortune tellers, palm readers, and the like to display license; failure to comply with business regulations	100.00

117.50— 117.52	Violation of regulations governing parking lots	200.00
118.01	Violation of franchise requirements concerning garbage and trash collection	250.00
130.01	Violation of state laws constituting misdemeanors	250.00
132.05	Damaging, destroying, defacing another's property	250.00
132.07	Placing handbills on motor vehicles	250.00
133.01	Indecency and obscenity: obscene dancing	200.00
134.01	Impersonating Village officer or employee	200.00
134.04	Making false statements on permit application	250.00
135.01(A)	False rumors, bomb scares, false fire alarms	250.00
135.01(B)	Turning in a false fire alarm; imitating fire siren or whistle	200.00
135.02(2)— (7)	Committing offenses against public peace and safety	250.00
135.03	Disturbing public meetings	250.00
135.04	Loitering	100.00
135.05	Vagrancy	100.00
150.10	Renting of private docks	150.00
150.11	Violation of dock construction ordinance	200.00
150.12	Violation of marina section of code	200.00
150.16	Docking, mooring, or other parking of a vessel without a permit	250.00
150.17	Operating a business or profession on boats	200.00
150.18	Violation of regulations for houseboats and floating homes	200.00
150.19	Violation of pollution control governing house boats	250.00
150.20	Violation of hurricane and storm regulations	100.00
150.21	Violation of regulations concerning wrecks and debris (boats and other vessels)	up to \$10,000.00 per day
151.11	Failure to obtain permit (when required) before starting work	Double the fee plus 100.00
151.11(5)	Failure to call for final inspection	75.00
151.15	Violation of minimum construction standards	250.00
151.17	Violation of swim pool regulations	100.00

151.25	Violation of emergency generator requirements	250.00
151.26	Violation of off-street parking ordinance	250.00
152.025	Violation of general zoning regulations	200.00
152.040	Violation of off-street parking and loading	200.00
152.041(C)(3)	Parking truck tractors, semitrailers, tandem trailer trucks or special mobile equipment	250.00
152.042	Failure to comply with the requirements of § 152.042	200.00
152.055	Violation of fence, wall and/or hedge ordinance	100.00
152.056	Violation of setback ordinance	250.00
152.059	Violation of boat, dock, pier restrictions	250.00
152.060	Violation of swimming pool ordinance	100.00
152.061	Violation of ordinances regarding accessory uses and structures	250.00
152.062	Violation of ordinances regulating recreational and camping equipment	100.00
152.063	Violation of regulations prohibited delivery and/or placing of building material on lot without permit	100.00
152.065	Violation of ordinance regulating clotheslines	50.00
152.075	Violation of sign ordinances	200.00
152.078	Violation of regulations and specifications concerning signs	200.00
152.079	Failure to obtain and pay sign permits and fees	200.00
152.083	Violating district sign regulations	200.00
152.106	Violating rules governing certificate of occupancy	250.00
	Violations of the code for which a specific penalty is not provided in this schedule	250.00
8A-117	Hindering or obstruction director or inspection	200.00
10-2	Failure to supply journeyman	250.00
10-3(a)	No certificate of competency as master contractor or sub-contractor or qualifying agent	250.00
10-4(A)	Advertising as a contractor without certificate of competency	250.00
10-4(B)	Failure to properly identify trucks	50.00
10-4(C)	Failure to include C.C. Number in advertising	100.00
10-22(A)	Contracting for work outside scope of certificate of competency	250.00

17-23	Violation of minimum standards for basic equipment facilities	250.00
17-24	Violation of minimum standards for light and ventilation	250.00
17-25	Violation of requirements relating to the safe and sanitation maintenance of dwellings and dwelling units	250.00
17-26	Violation of minimum space and use and location requirements	250.00
17-27	Violation of responsibility of owners and occupants	250.00
17-28	Violation of requirements of maintenance of non-dwelling structures and fences	250.00
17-29	Violation of minimum standards for hotels and rooming houses	250.00
	General littering	250.00
	(a) <u>First violation within a 12-month period</u>	<u>250.00</u>
	(b) <u>Second or subsequent violation within a 12-month period</u>	<u>500.00</u>

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the North Bay Village Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

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

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

The foregoing Ordinance was offered by Commissioner Andreana Jackson, who moved for its approval on first reading. This motion was seconded by Commissioner Jose Alvarez, and upon being put to a vote, the vote was as follows:

THE VOTES WERE AS FOLLOWS:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Dr. Douglas Hornsby	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>

APPROVED ON FIRST READING during a regular session of the North Bay Village Commission Meeting this 19th day of September 2017.

The foregoing Ordinance was offered by _____, who moved for its enactment. This motion was seconded by _____ and upon being put to a vote, the vote was as follows:

FINAL VOTE ON ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Jose R. Alvarez _____
Commissioner Dr. Douglas Hornsby _____
Commissioner Andreana Jackson _____

PASSED AND ENACTED by the Commission of North Bay Village this ____ day of _____ 2017.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne Hamilton, CMC, Village Clerk

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

Village Attorney
Robert L. Switkes & Associates, P.A.

North Bay Village Ordinance: Increasing fines for general loitering.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

MEMORANDUM
North Bay Village

DATE: August 29, 2017
TO: Yvonne P. Hamilton, CMC
Village Clerk
FROM: Vice Mayor Eddie Lim
SUBJECT: Introduction of Resolution

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

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 153, ENTITLED "CODE ENFORCEMENT" BY AMENDING SECTION 153.04 TO INCREASE THE FINE FOR GENERAL LITTERING AND FINES UNDER SECTION 91.03 FOR REPEAT VIOLATIONS; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE.

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

EL:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

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**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, NOVEMBER 14, 2017** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUESTS:

1. APPLICATIONS BY KIRK LOFGREN FOR INSTALLATION OF NEW BOATLIFTS AND BOARDING PLATFORMS ON AN EXISTING DOCK IN SLIPS C105 AND B83 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.
2. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 97, ENTITLED "PARKS AND RECREATION" BY AMENDING SECTION 97.11 TO PROHIBIT AN ADULT FROM ENTERING A TODDLER PARK WITHOUT A CHILD; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. *(Second Reading)*
3. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70, SECTION 70.05 OF THE VILLAGE CODE: DEFINING JUNKAGE AND ABANDONED VEHICLES; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. *(Second Reading)*
4. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 153, ENTITLED "CODE ENFORCEMENT" BY AMENDING SECTION 153.04 TO INCREASE THE FINE FOR GENERAL LITTERING AND FINES UNDER SECTION 91.03 FOR REPEAT VIOLATIONS; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. *(Second Reading)*

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 COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE 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 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.

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 VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

YVONNE P. HAMILTON, CMC
VILLAGE CLERK

(October 27, 2017)

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RECONSIDERING A MOTION MADE AT THE OCTOBER 24, 2017 COMMISSION MEETING REGARDING THE CONSTRUCTION OF A DOCK AT 1700 SOUTH TREASURE DRIVE; NORTH BAY VILLAGE, FLORIDA, AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY ROBERT L. SWITKES)

WHEREAS, Holger Piening and Andrea Franke, property owners of 1700 South Treasure Drive, Lot 5, Block 1, Treasure Island, PB 50-67, North Bay Village, Florida, situated in the RS-2, Single-Family Residential Zoning District, applied to North Bay Village for a permit to construct a new boatlift and a dock, which would extend 47 feet from the existing seawall into Biscayne Bay; and

WHEREAS, Section 9.12(B)(6) of the Village Unified Land Development Code requires all applications for docks, boat lifts, mooring piles or other similar structures which are outside the D-5 triangle or greater than 25 feet from the shoreline to be approved by the Village Commission; and

WHEREAS, at its meeting held on October 24, 2017 the Village Commission voted 3-2 against a motion to approve the application for the construction of the dock and boatlift; and

WHEREAS, the property owners have requested the Village Commission reconsider the application at its next meeting on November 14, 2017 to procedurally; either make a motion to deny the application or take any other action they deem necessary; and

WHEREAS, pursuant to Section 10D of the North Bay Village Commission Meeting and Agenda Procedures, a motion to reconsider any action taken by the Commission may be made only on the day the action was taken or at the next meeting of the Commission whether a regular or special meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION 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. **Effective Date.** This Resolution shall take effect immediately upon adoption.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Jose Alvarez _____
Commissioner Dr. Douglas Hornsby _____
Commissioner Andreana Jackson _____

PASSED AND ADOPTED this 14th day of November 2017.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: 1700 South Treasure Drive Dock Construction-Motion for Reconsideration: November 14, 2017.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

MEMORANDUM
North Bay Village

DATE: November 7, 2017

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Robert L. Switkes
Village Attorney

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RECONSIDERING A MOTION MADE AT THE OCTOBER 24, 2017 COMMISSION MEETING REGARDING THE CONSTRUCTION OF A DOCK AT 1700 SOUTH TREASURE DRIVE; NORTH BAY VILLAGE, FLORIDA, AND SETTING AN EFFECTIVE DATE.

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

RLS:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

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WEISS SEROTA HELFMAN COLE & BIERMAN

AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

EDWARD MARTOS, ESQ.
emartos@wsh-law.com

November 6, 2017

VIA ELECTRONIC MAIL

The Honorable Mayor and Commissioners
North Bay Village
c/o Yvonne Hamilton, Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141

Re: Village Commission Agenda Item

Honorable Mayor and Commissioners:

I am writing on behalf of the owners (“Owners”) of the property at 1700 S. Treasure Drive in North Bay Village (the “Property”). As you may recall, the Village Commission first considered the Owner’s application to approve a boat dock of more than 25 feet in length on June 27, 2017. At that meeting, the Commission voted to table the matter. It then took the matter up again on October 24, 2017.

At its October 24 hearing, the Village Commission voted 3-2 against a **motion to approve** the Owners’ application. The Mayor, Commission and Village Attorney plainly assumed that the Commission’s vote amounted to a denial because the Mayor called up the next item on the Commission’s agenda and the Commission proceeded with their meetings. Moments later, it occurred to me that, while the denial of a motion to approve may seem to effectively the same as the approval of a motion to deny, it is not procedurally the same. I then requested that the Village Commission return the agenda item and consider a motion to deny the Owners’ application. The Village Attorney suggested that such a motion would be only a courtesy. Despite my vocal disagreement, the Village Commission decided not to consider a motion to deny.

The Owners hereby respectfully request that the Village Commission reconsider the Owners’ application at its next meeting on November 14, 2017 so that a motion to deny the Owners’ application—or any other action the Commission may wish to consider—can be entered and the Owners’ application can be properly addressed.

This request is not made lightly. We greatly appreciate the time and debate the Commission has already afforded this application. We ask for the application to be discussed further because the need for a clear disposition of the Owner’s application is critical. In fact, in 2006 the Florida Legislature deemed that the need for finality was so critical that it adopted Section 166.033 of the Florida Statutes. Subparagraph 2 of the statute entitles an applicant for a

Honorable Mayor & Commissioners
November 6, 2017

development permit to a written notice of denial with a citation to the applicable citations to the legal authority for the permit's denial. The statute reads, in relevant part:

When a municipality denies an application for a development permit, the municipality **shall** give written notice to the applicant. The notice must include a citation to the applicable portions of an ordinance, rule, statute, or other legal authority for the denial of the permit.

(Emphasis added). The Miami-Dade County Citizens' Bill of Rights, which applies throughout the County including in all municipalities, imposes a similar requirement. Paragraph 9 of the Bill of Rights reads:

Notice of Actions and Reasons. Prompt notice shall be given of the denial in whole or in part of a request of an interested person made in connection with any County or municipal administrative decision or proceeding when **the decision is reserved at the conclusion of the hearing**. The notice shall be accompanied by a statement of the grounds for denial.

(Emphasis added).

The need to write a formal notice of denial brings home the fact that the Commission's vote against the motion to approve is not the same thing as a denial. The vote on the motion to approve simply does not tell the Village's Administration that the application was in fact "denied," let alone the specific reasons for the denial. The Commission has not provided the Administration with sufficient instruction to provide such a notice and the Administration lacks the legal authority to assume what the Commission meant.

Upon review of the video minutes of the hearing on October 24, it is also clear that a significant misstatement of the facts was repeated multiple times. I think it is critical to clarify this point as—I can only assume—it was a deciding factor. During the meeting, Commissioner Hornsby reiterated on multiple occasions the assertion that my client will be storing a 40-foot boat. It should be clarified that the documents submitted as part of the application and made a part of the agenda packer in fact show a boat dimensioned to under 40 feet in length. And the Owners in fact intend to purchase and store a 35-foot boat. I think the confusion may lie in that the boat will have a 40-inch draft—not a 40-foot length. We would like to clarify this point for the benefit of the Commission and the record.

Please confirm that my request will be added to the County Commission's November 14, 2017 agenda.

Sincerely,



Edward Martos

cc: Village Armaney

2 of 2

Yvonne Hamilton

From: Edward Martos <EMartos@wsh-law.com>
Sent: Monday, November 06, 2017 10:57 PM
To: Yvonne Hamilton
Cc: rswitkes@switkeslaw.com; 'David Acosta' (dacosta@beharfont.com)
Subject: Piening Residence - Letter Requesting Reconsideration at November 18, 2017 Commission Meeting
Attachments: Piening Residence - Letter Re Need for Dispositive Motion.pdf

Good evening Yvonne,

Per our prior correspondence, please see the attached letter and forward the same to the Village Mayor and Commissioners for their consideration.

Thank you!

Edward

Edward Martos

Land Development, Zoning, and Environmental Partner

P: (305) 854-0800 F: (305) 854-2323 wsh-law.com | [vCard](#)

Edward Martos

Partner



AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW



2525 Ponce de Leon Blvd., Suite 700 | Coral Gables, FL 33134

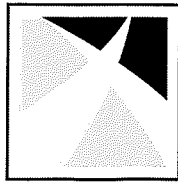
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THINK BEFORE YOU PRINT

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WEISS SEROTA HELFMAN
COLE & BIERMAN

AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

EDWARD O. MARTOS
emartos@wsh-law.com

October 24, 2017

VIA HAND DELIVERY & ELECTRONIC MAIL

The Honorable Mayor and Commissioners
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141

Re: Village Commission Agenda Item 2A for October 24, 2017

Honorable Mayor and Commissioners:

I am writing on behalf of Holger Piening and Andrea Franke. My clients first applied to the Village for a boat dock waiver pursuant to Section 151.11 of the Village Code on June 28, 2016. In the intervening 16 months, their application has been deferred on multiple occasions. Some of this delay has been perfectly understandable—Hurricane Irma, of course, was in no one's control, one request for a deferral was made by my clients' neighbor Dr. Paul Norris, and another was made by me when I was first hired by my clients. Multiple other delays, however, have gone unexplained.

This afternoon, I learned of a request (the second such request) by Dr. Norris. Respectfully, I must object. My clients are entitled pursuant to the Miami-Dade County Citizens' Bill of Rights to be heard without unreasonable delay. Another month's delay to accommodate Dr. Norris a second time would be unreasonable and unfair to my clients—especially given that he has already made ample comments on the record at the prior hearing

Accordingly, I respectfully ask that the Commission decline Dr. Norris' request and hear my clients' application as scheduled on tonight's agenda.

The Honorable Mayor and Commissioners
North Bay Village
October 24, 2017
Page 2 of 2

Thank you for your favorable consideration of this letter. I look forward to presenting my clients' application this evening.

Respectfully yours,



Edward O. Martos

EOM/ms
3367001

cc: Holger Piening & Andrea Franke
Yvonne Hamilton, Village Clerk
Robert L. Switkes, Village Attorney (rswitkes@switkeslaw.com)

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IN RE:

DOCK WITH A BOAT LIFT AT
1700 SOUTH TREASURE DRIVE.

-----/

NORTH BAY VILLAGE HALL
1666 Kennedy Causeway
North Bay Village, FL 33141
Tuesday, 7:30 p.m.
July 11, 2017

NORTH BAY VILLAGE COMMISSION MEETING

Transcribed by Ashley Muñoz, FPR, Stenographer and
Notary Public in and for the State of Florida at
Large.



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APPEARANCES:

Mayor Connie Leon-Kreps
Commissioner Jose Alvarez
Commissioner Eddie Lim
Commissioner Andreana Jackson
Holger Piening and Andrea Franke
Dr. Paul Norris and Maria Kaland



1 (Thereupon, the recording began at
2 39:50.)

3 MS. LEON-KREPS: All right. Now I'm
4 going to open it for Good and Welfare. Good and
5 Welfare is open.

6 We have Mr. Holger Piening and Andrea
7 Franke. Come on up.

8 MR. PIENING: Yes. Hello. My name is
9 Holger Piening and my wife Andrea. We just
10 wanted to say hello and introduce ourselves as
11 new residents at 1700 South Treasure Drive.

12 You had a case, an application for a
13 boat dock in your last meeting. We live in
14 Germany permanently so we weren't able to make
15 it here; otherwise, we would have been here.
16 But we happen to be here now and so we thought
17 it was a good idea that you don't only see a
18 case but you see faces behind it. And so that's
19 why we came here, just wanted to introduce
20 ourselves and maybe just say that we're happy to
21 be here because we love this island. We like
22 the weather here. We like the waterfront
23 location, and that's why we invested into a new
24 building and this is for us, a second home for
25 us and our family, and it will be our retirement



1 home in the future.

2 The reason why we applied for a boat
3 dock, although it was set that it isn't our
4 dock, which is right but as a little dock. The
5 reason why we applied for it is because this old
6 dock is not safe. It has only four poles in the
7 water. We have a boat there but it's exposed to
8 the open bay and we have to retie it a couple of
9 times in the day between low tide and high tide.
10 We have to take it to a marina when stronger
11 winds are announced. We have to take it every
12 three weeks to get off barnacles and it's hard
13 to access for, like, we're here with our
14 parents, my parents, with my mother-in-law, her
15 mother. They are 75, 80 and it's hard to access
16 the boat. And all of this would be much better
17 if we had a real boat dock with a boat lift. I
18 think nearly everybody who has a boat dock
19 around the bay has a boat lift because the
20 exposure to the bay is really not good. And so
21 this is why we applied for that and that is why
22 we're here.

23 I really would like to have this boat
24 dock. I think it's on the agenda again in
25 September. Sorry, again, in September we can't



1 be here so there will be, again, an attorney who
2 represents us. Sorry for that. We don't want
3 to discuss any legal issues, we just wanted to
4 present ourselves and tell you our emotions and
5 what we want to do here, and tell you that we
6 tried to do everything to get together. The
7 requirements of DERM for this project and the
8 concerns of our neighbors to the West, and so we
9 tried to do everything to get both our -- yeah,
10 least effects to both sides. And four more
11 seconds, okay.

12 To the commissioners, if you want to
13 take a look at it, you're always invited. We're
14 here for the next three weeks to come over and
15 have a look for yourself and see it in real
16 what's the situation. So you're always invited.
17 Thank you very much.

18 MS. LEON-KREPS: Thank you.

19 Dr. Paul Norris.

20 DR. NORRIS: Good evening, Mayor,
21 commission members, gentlemen. Thank you for
22 the opportunity of talking tonight. My name is
23 Paul Norris. I'm at 1690 South Treasure Drive.
24 You know, over the last few years a problem has
25 come up and I thought perhaps this is a good



1 forum to bring it up. And I would like the
2 commission and attorney, perhaps, the village
3 manager to look at a possible solution.

4 Over the last three years there has been
5 habitual recurrent building violations at 1700.
6 It started out with the very first day, there
7 wasn't a barrier fence and as they demolished
8 the house a lot of glass, a lot of metal, a lot
9 of wood came into my side yard. One of the
10 yards that my son likes to play and it wasn't
11 until a while after did a barrier fence go up to
12 help protect. Soon after that utility lines
13 were loose and it came down to about the neck
14 level. It took them three days to repair that.
15 When I confronted the contractor and the owner's
16 representatives at 1700 he suggest I contact the
17 utilities company and have it fixed myself.

18 You know, it just went on and on. I can
19 go on for an hour of habitual and repetitive and
20 recurrent violations. Any time concrete was
21 laid there, there was a fair amount of concrete
22 that contaminated my property, spilled out into
23 the bay, spilled out into the gutters of the
24 street. His concrete floor would wash out his
25 concrete pumping device into the gutters of the



1 street, and it was up to an inch thick of
2 concrete draining into our gutters at one time.

3 I made multiple complaints to DERM, to
4 the City Inspector. And from what I understand,
5 there was record fines at this construction, but
6 it continued, it just went on and on. At some
7 point I thought this is going to stop. I mean,
8 somebody has to just put an end to this and it
9 didn't. It actually stopped very momentarily
10 when they intentionally put a structure on my
11 property, intentionally. And after many, many
12 e-mails to the owner, discussions with the
13 contractor, they refused to take it down until
14 finally the City stepped in and put a halt to
15 their construction. They finally took it down
16 the next day. You know, I was just amazed at
17 how this went on and on.

18 So what I would like to see or suggest,
19 maybe a way to empower the village manager or
20 village attorney, or perhaps the inspector to
21 provide more stiff penalties to detour this
22 habitual and bad behavior in the future. Bad
23 behavior by the owners and the contractors.
24 Thank you.

25 MS. LEON-KREPS: Thank you.



1 MS. KALAND: Maria Kaland. 1690 South
2 Treasure Drive. I just want to briefly add the
3 same concern regarding the property at 1700
4 South Treasure Drive. As my husband pointed out
5 there has been a long list of violations, both
6 of City ordinances and zoning and just City
7 laws. And I think it's important while I
8 understand the importance of investment in the
9 community and development, I think we should
10 have a balance between that and also preserving
11 the integrity of our island and our laws and
12 regulations. So I hope that you take that into
13 consideration and find ways to enforce that
14 rather than condone this type of behavior.
15 Thank you.

16 MS. LEON-KREPS: Anybody else would like
17 to speak on Good and Welfare?

18 (Thereupon, the recording was
19 stopped at 47:33.)
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CERTIFICATE.

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

I, Ashley Muñoz, being a Shorthand Reporter and Notary Public in and for the State of Florida at Large, do hereby certify that I transcribed the foregoing video recording; that the foregoing pages, numbered from 1 through 8 are a true and accurate transcription of said recording, with the exception of any unintelligible or misunderstood words due to the recording quality.

I further certify that I am not an attorney or counsel of any of the parties, nor a relative or employee of any attorney or counsel connected with the action, nor financially interested in the action.

Dated this 24th day of October, 2017.



Ashley Muñoz, FPR
Stenographer



1	B	contractor [2] - 6:15, 7:13 contractors [1] - 7:23 counsel [2] - 9:15, 9:16 COUNTY [1] - 9:4 couple [1] - 4:8	fixed [1] - 6:17 FL [1] - 1:9 floor [1] - 6:24 FLORIDA [1] - 9:3 Florida [2] - 1:16, 9:8 foregoing [2] - 9:9, 9:10 forum [1] - 6:1 four [2] - 4:6, 5:10 FPR [2] - 1:15, 9:24 Franke [2] - 2:4, 3:7 future [2] - 4:1, 7:22	issues [1] - 5:3
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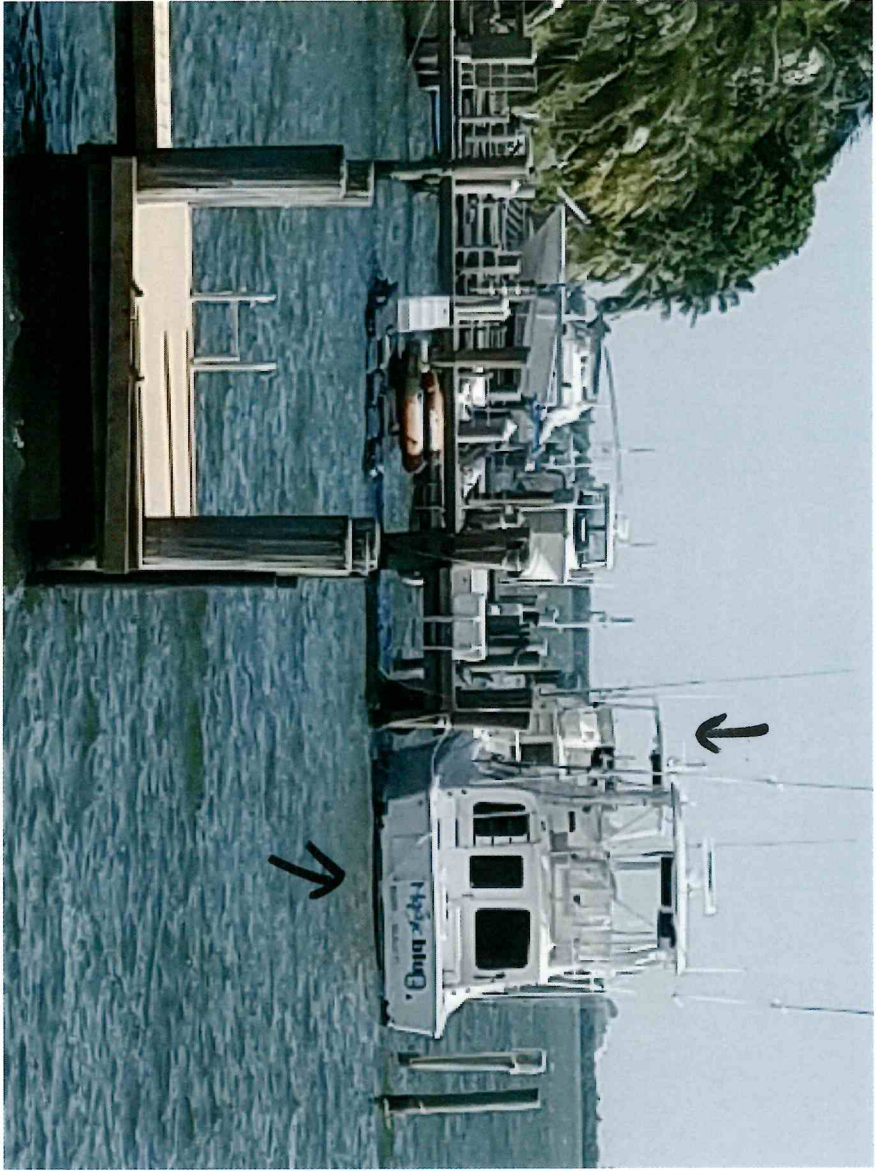




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Staff Report Permit Application for Dock

Prepared for: North Bay Village Commission
Applicant: Holger Piening & Andrea Franke
Site Address: 1700 South Treasure Drive
Request: Permit for a dock, with a waiver to extend more than 25 feet from the bulkhead line, and a boat lift.



Serving Florida Local Governments Since 1988

General Information

Owner	Holger Piening & Andrea Franke
Applicant Address	c/o Nicole Huesmann, D.A. Alhambra Circle, Suite 1200 Coral Gables, Fl. 33134
Site Address	1700 S Treasure Drive
Contact Person	Nicole Huesmann
Contact Phone Number	305-858-0220
E-mail Address	nihuesmann@nijlaw.com
Zoning District	RS-2
Use of Property	Single Family Home

General Description

The applicant is requesting a permit to construct a new dock at a residence in the RS-2 zoning district. The proposed dock will extend 47 feet from the existing seawall into Biscayne Bay and will include a 24,000-pound capacity boat lift. This item was deferred from the June Commission meeting to allow for further review of documents presented by the Applicant.

Applicable Code Provisions

The construction or alteration of docks, piers, etc is governed by Section 150.11 and specifically subsections (A) and (F).

Section 150.11 reads as follows:

- (A) *No person, firm, or corporation shall construct, reconstruct, or repair any docks, piers, dolphins, wharfs, pilings, similar structures of any kind more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village. Provided however, if construction of a docking facility is prevented by the requirement of federal, state or preemptive local environmental laws, rules and regulations (laws) whereby in order to obtain a permit for construction of a docking facility, it is necessary to exceed the same more than 25 feet perpendicular from the seawall or shoreline, the docking facility may be constructed such distance from the seawall or shoreline as may be required in order to comply with such laws by obtaining a waiver from the Village Commission in accordance with subsection (G), provided further, however the furthestmost distance seaward from the seawall or shoreline shall not exceed 75 feet including all dolphins or pilings installed beyond the seaward most line of the*



dock or pier but not including required rip-rap.

- (B) *Plans and specifications for construction, reconstruction, or repair of docks, piers, dolphins, wharfs, pilings, or similar structures shall comply with all provisions of the Village Code, shall be approved by the Village Manager, and shall be kept permanently in the records of the Village. Repair or reconstruction may be made in accordance with the original plans.*
- (C) *No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the Village unless the structure is set back at least 7½ feet from the lot line on each side; and the structure shall not exceed five feet above ground level, except a joint or "party" dock may be permitted on the property line if approved by the Village Commission.*
- (D) *No person, firm, or corporation shall build, maintain, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure in, upon, or over the waters adjacent to Harbor Island, Treasurer Island, North Bay Island, and Cameo Island within the corporate limits of the Village, or do any filling, excavating, or dredging in the waters without first obtaining a written permit to do so from the Village Manager.*
- (E) *Application for any permit or the transfer of any permit required by this section shall be made to the Village Manager in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.*
- (F) *All applications for construction or structural alterations of any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure in, upon, or over the waters within the corporate limits of the Village shall require the approval of the Village Commission after a public hearing. During the public hearing the Village Commission shall consider safety and compatibility as criteria for approving the application.*
- (G) *Notwithstanding the provisions of paragraph (F), if an applicant seeks a dock or pier length greater than 25 feet, the Village Commission shall additionally consider the following criteria to determine if a waiver shall be granted:*
 - (i) *If Miami Dade Department of Environmental Management has required specific depth or location criteria; and*
 - (ii) *If the Applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners, and*
 - (iii) *If the Village has received any letter(s) of objection from adjoining riparian*



property owners; and

(iv) Any other factors relevant to the specific site.

- (H) The Village Commission may deny, approve, or modify the request and/or impose conditions in the permit, pursuant to paragraph (F), or granting of a waiver, pursuant to paragraph (G), which it deems necessary to protect the waterways of the Village in accordance with the public safety and the general welfare. The requirement of approval by the Village Commission shall not include applications for repair of existing structures.*
- (I) A public hearing held pursuant to this Section shall be quasi judicial and follow the hearing procedures provided in Section 29.02 of the Code.*
- (J) Nothing contained in this section shall be construed or apply to prohibiting repair or reconstruction or otherwise limiting those structures which exist at the time of adoption of this section, however, the provisions of subsections (D) and (E) above shall be complied with.*

The location of boats, docks and piers is also governed by Section 152.059, most specifically subsection (B) which reads as follows:

- “(B) No docks, piers, mooring posts, or combinations thereof, may project more than 25 feet from any bulkhead line, nor extend nearer than seven and one-half feet to any adjacent property line. A waiver may be granted by the Village Commission pursuant to Section 150.11(A), upon completion of a marine survey demonstrating the minimum distances from the seawall necessary to meet the minimum depth requirements, approved by DERM, and completed by a licensed professional surveyor and mapper registered to practice in the State of Florida.”*

Staff Comments

The dock will be located so that the 7.5 foot side setbacks from the property lines are met.

However, the dock length is greater than 25 feet from the seawall. North Bay Village Code Section 150.11(A) prohibits docks lengths greater than 25 feet unless a waiver is granted by the Village Commission. Section 150.11(G) provides several criteria for the Commission to consider when reviewing waiver requests (see above code).

The applicant has provided a biological assessment sketch stating the presence of near-shore marine resources, a letter of consent from the adjacent property owner to the East, and emails from DERM verifying their preliminary approval contingent upon agreement from the applicant that boats will be moored only in a bow-in configuration. DERM's final approval will be contingent upon approval from the Village Commission.

The adjacent property owner to the West will not issue a letter of consent for this project. At the June Commission meeting he stated that the variances approved for the construction of the Applicant's single-family residence contributed to his loss of scenic view, and that approval of this 47-foot dock would further obstruct his view. Due to the objections from this neighbor to the West, DERM did request a modification of the plans (to remove a westward mooring pile), and the Applicant did modify the plans to comply with this request.

This item was deferred from the June Commission hearing to allow the Village Attorney time to review case law that the Applicant's Attorney purported to be relevant to this request, and submitted at the time of the hearing.

The seawall at this property was recently repaired according to the recommendations of a Village seawall inspection report.

Recommendations

At the June Commission hearing for this dock length waiver request, the adjoining property owner to the West stated that the Applicant's requested dock length of 47 feet, if approved and built, would result in a loss of scenic view for his property. If the Commission determines that this is a valid objection, it has the option to deny the Applicant's request, according to the provisions of North Bay Village Code Section 150.11(G). Alternatively, if the Commission chooses to approve the Applicant's request, the approval should be subject to the following conditions being met prior to the issuance of a building permit:

1. Installation of solar powered lights at end of dock for safety purposes.
2. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
4. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Submitted by:

James G. LaRue
James G. LaRue, AICP
Planning Consultant

September 1, 2017

Hearing: Village Commission, September 12, 2017

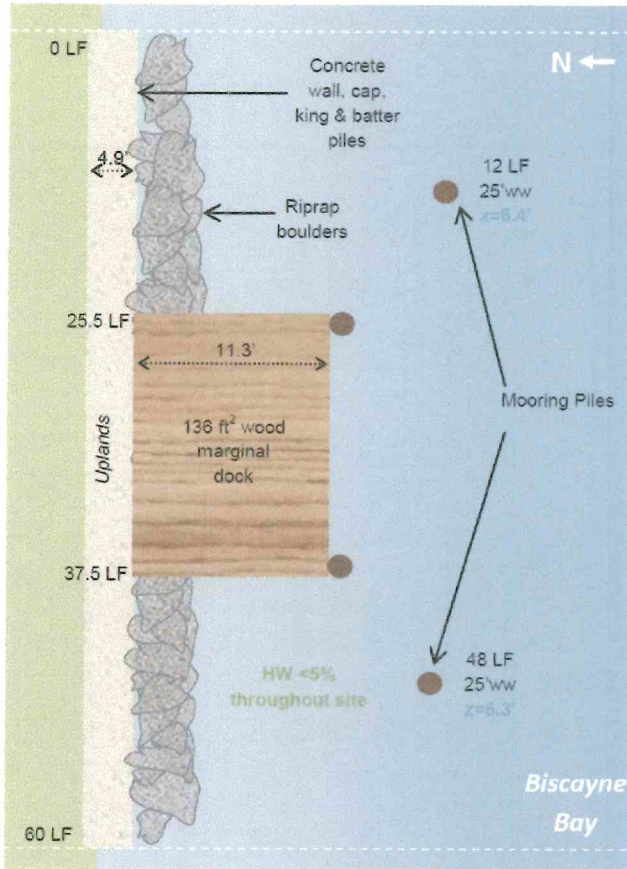
Attachments: Biological Assessment Sketch
 Emails from Miami-Dade DERM
 Statement from Applicant Confirming Agreement of Bow-in Mooring
 Letters from Adjacent Property Owners
 Dock Plans Provided by Applicant



Biological Assessment Sketch

CLI-2014-0247 – Piening – Seawall Cap, Dock & Boatlift
1700 S. Treasure Drive, North Bay Village

Inspection done on 07-22-2014 at 11:00AM
Biologists: M. Rose, A. Alonso



Notes

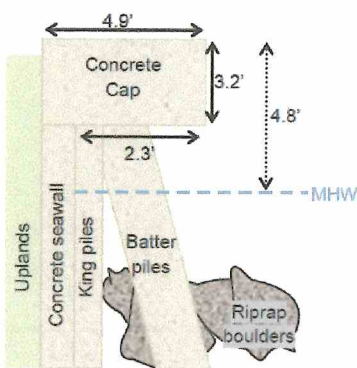
- All waterward distances taken from wetface of seawall cap.
- Water depths at wall affected by presence of riprap.
- Mooring piles documented at 12 and 48 LF, 25' waterward.

Resources

Halodule wrightii (shoal grass) HW
Acetabularia calyculus (mermaid's wine glass)
Siderastrea radians (lesser starlet coral)
Acanthophora spicifera (spiny seaweed)
Padina jamaicensis (white scroll algae)
Caulerpa verticillata (whorled caulerpa)
Caulerpa sertularioides (feather caulerpa)
Halimeda tuna (stalked lettuce leaf algae)
Ceranium sp. (red filamentous algae)
Lutjanus griseus (gray snapper)
Chaetodipterus faber (spadefish)
Caranx hippos (crevalle jack)
Pleuroploca gigantea (horse conch)
 Barnacles
 Sponges

Legend

ww= waterward distance from face of seawall cap
 LF= linear feet from east property line
 MLW = mean low water
 MHW = mean high water
 RR = riprap
 z = water depth



Sea Wall Cross Section

LF	ww extent of RR	Water Depths				Depth Contours		
		at wall	7.5'ww	11.3'ww	23'ww	4'	5'	6'
10.0	11'	2.5'	2.9'	-	5.5'	13.1'ww	18.8'ww	25.5'ww
20.0	8.4'	1.1'	3.0'	4.9'	5.7'	12.2'ww	16.7'ww	25.4'ww
37.5	7'	0.9'	3.8'	4.8'	5.6'	9'ww	16.3'ww	24.7'ww
40.0	7.5'	Exposed rock	3.4'	-	5.7'	15.5'ww	16.9'ww	24'ww
50.0	9'	0.3'	3.7'	-	5.7'	13.8'ww	19'ww	26'ww

All depths adjusted to MLW. Adjusted 0.5' at 11:30AM.



James,

The permit CLI-2014-0247 is ready to issue pending receipt of the following:

1. Structural and zoning approvals from North Bay Village.
2. A permit fee in the amount of \$1,945.00.
3. A statement from the property owner confirming that any vessel moored in either slip will be limited to bow-in mooring only.
4. A letter of consent from the adjacent property owner to the east.

DERM is able to verify the SAJ-42 and issue on behalf of FDEP for this scope of work.

Please let me know if you have any questions.

Regards,

Emily Goodwin, Biologist II
Coastal and Wetlands Resources Section
Division of Environmental Resources Management (DERM)
Miami Dade County Department of Regulatory and Economic Resources
701 N.W. 1st Court - 6th Floor -Miami, FL 33136
(305)372-6931 – Phone (305)372-6479 - Fax
www.miamidade.gov
goodwe@miamidade.gov



From: Goodwin, Emily (RER)
Sent: Wednesday, June 15, 2016 2:37 PM
To: 'Nicole Huesmann'
Cc: Jamesjamesmjr@aol.com
Subject: RE: Boat Dock Piening-Franke - 1700 S Traesure Drive - Description of Boats

James and Nicole,

After coordinating internally regarding the configuration, we have decided we are willing to proceed with this configuration without a letter of consent from the adjacent property owner to the west provided the most waterward mooring pile currently located 52' waterward of the seawall is removed from the scope of work to minimize the exceedance beyond the D-5 boundary.

James- with this pile removed from the preliminarily approved set, we'll be able to proceed with these plans. The permit is being drafted and while I'll follow up with a finalized list of pending items ASAP, the pending submittals will include structural and zoning approvals from the City, the permit fee of \$1,945.00, a letter of consent from the adjacent property owner to the east, and the statement from the property owner confirming that any vessel moored in either slip will be limited to bow-in mooring only.

Please let me know if you have any questions.

Regards,

Emily Goodwin, Biologist II
Coastal and Wetlands Resources Section
Division of Environmental Resources Management (DERM)
Miami Dade County Department of Regulatory and Economic Resources
701 N.W. 1st Court - 6th Floor -Miami, FL 33136
(305)372-6931 – Phone (305)372-6479 - Fax
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goodwe@miamidade.gov



*Holger Piening and Andrea Franke
1700 S. Treasure Drive
North Bay Village, FL 33141*

June 21, 2016

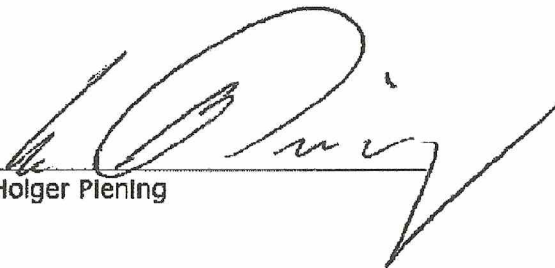
VIA EMAIL

Emily Goodwin, Biologist II
Coastal and Wetlands Resources Section
Division of Environmental Resources Management
701 NW 1st Court
6th Floor
Miami, FL 33136

**Regarding: Dock/Boatlift located at 1700 S. Treasure Drive, North Bay
Village, FL 33141, Folio 23-3209-009-0050**

Dear Ms. Goodwin and to whom it may concern:

Please accept this letter as our confirmation that we, Holger Piening and Andrea Franke, as the property owners of the above referenced property, will ensure that any vessel moored in either boat slip will be limited to bow-in mooring only, as further detailed in the plans and applications for this project.


Holger Piening


Andrea Franke

CLASS I PERMIT APPLICATION

LETTER OF CONSENT

Note: Please insert applicable information

Date: 3.24.16

Miami-Dade County RER
Class I Permitting Program
701 NW 1st Court
Miami FL, 33136

Re: Letter of Consent for Miami-Dade County RER Class I Permit Application Number
CLI 2014 247, (insert Class I Permit application number), for work proposed at
1700 S TREASURE DR NORTH BAY VILLAGE FL 33141
(insert address of proposed work)

Ladies and Gentlemen:

I, GUILLERMO GARCIA (insert name), am the owner of the property located at
1710 S TREASURE DR NORTH BAY VILLAGE FL 33141
(insert address of adjoining riparian property)

which is an adjoining riparian property to the above-referenced property. I have reviewed the plans entitled DOCK/BOATLIFT
(insert title of plans)

prepared by ED LAUDERS dated 1-23-15-2-18-16 - 2.23.16 and preliminarily approved by RER on 3.3.16 for the above-referenced project. Pursuant to Section 24-48.3(1)(j)(iii) of the Code of Miami-Dade County, Florida, I hereby consent to the above-referenced project.

Sincerely,

Guillermo Garcia
Adjoining Riparian Property Owner

SUBSCRIBED AND SWORN TO ME THIS _____ DAY OF _____, 20____

BY _____

PERSONALLY KNOWN PRODUCED IDENTIFICATION (PLEASE CHECK ONE)

TYPE OF ID PRODUCED _____

NOTARY PUBLIC



-----Original Message-----

From: Paul Norris [<mailto:pnorris@med.miami.edu>]

Sent: Thu 9/1/2016 2:01 PM

To: Connie Leon-Kreps

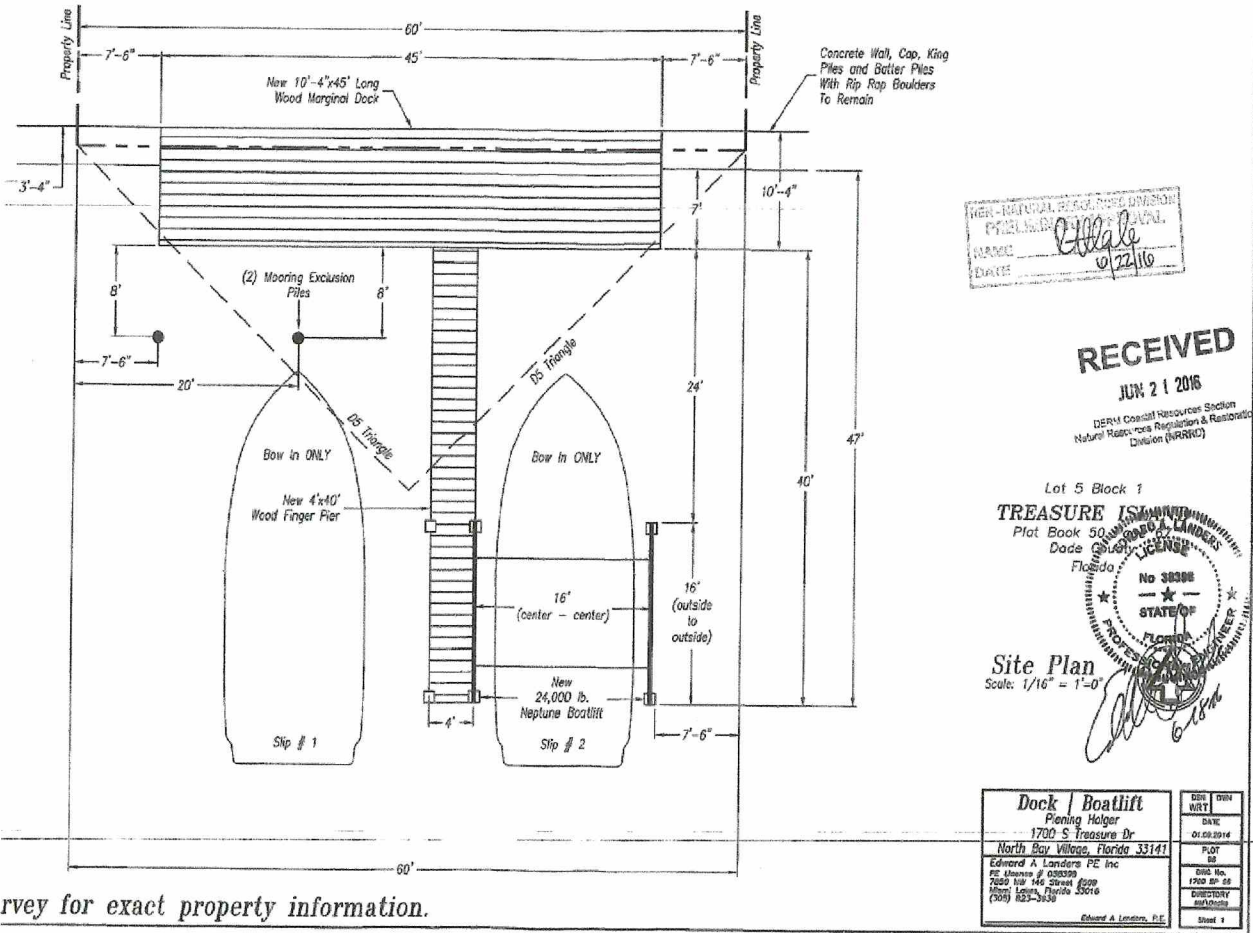
Subject: Mayor Connie Leon-Kreps

Hi, Mayor, This is Dr Norris, we met over the weekend. I am writing on a matter regarding my neighbor at 1700 s treasure dr . He is asking for a variance on his dock which will significantly block my eastern view. (his variance on his house has already blocked a considerable part of my view) I believe the hearing is scheduled for this month however I will be out of town this month until the 26th and I want to be present for the hearing on this important matter. Can the hearing on this matter be scheduled for a date that I will be in town?



Staff Report
Dock Permit Request

Applicant: Holger Piening & Andrea Franke
1700 S Treasure Drive



DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMITTING DIVISION
NAME: *Challe*
DATE: 6/22/16

RECEIVED
JUN 21 2016
DERM Coastal Resources Section
Natural Resources Regulation & Restoration
Division (NRRND)

Lot 5 Block 1
TREASURE ISLAND
Plat Book 50
Dade County
FLORIDA
LANDS
LICENSE
No 38306
STATE OF
FLORIDA
Professional Engineer
Challe
Site Plan
Scale: 1/16" = 1'-0"

Dock / Boatlift		DATE
Piening Holger		01.08.2016
1700 S Treasure Dr		PROJECT
North Bay Village, Florida 33141		NO
Edward A. Landers PE Inc		DATE
PE License # 038309		1700 S Dr
7050 NW 146 Street #200		CONTRACT
Miami Lakes, Florida 33016		NO/DOCK
(703) 823-3630		Sheet #
Edward A. Landers, P.E.		

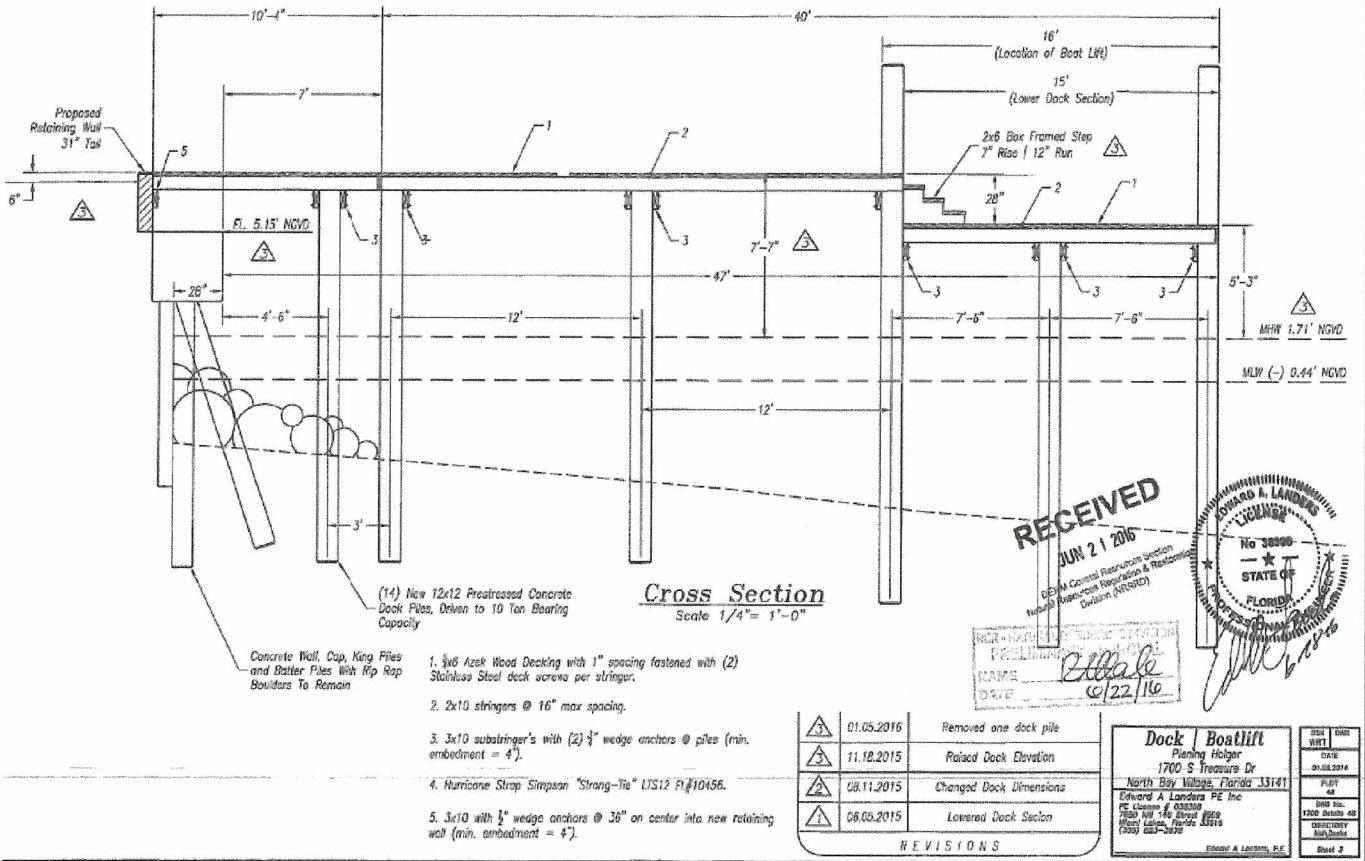
urvey for exact property information.



Serving Florida Local Governments Since 1988

Staff Report
Dock Permit Request

Applicant: Holger Piening & Andrea Franke
1700 S Treasure Drive



Serving Florida Local Governments Since 1988



North Bay Village
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

DOCK APPLICATION FOR PUBLIC HEARING
Page 1 of 3

Site Address 1700 S. Treasure Drive, North Bay Village, FL 33141

Owner Name Holger Piening/Andrea Franke Owner Phone # 305 858 0220

Owner Mailing Address c/o Nicole J. Huesmann, P.A., 150 Alhambra Circle, Suite 1200, Coral Gables, FL 33134

Applicant Name Holger Piening/Andrea Franke Applicant Phone # 305 858 0220

Applicant Mailing Address c/o Nicole J. Huesmann, P.A., 150 Alhambra Circle, Suite 1200, Coral Gables, FL 33134

Contact Person Nicole Huesmann Contact Phone # 305 858 0220

Contact Email Address njhuesmann@njhlaw.com

Legal Description of Property Lot 5, Block 1, Treasure Island, PB 50-67

Existing Zoning Single Family Lot Size 60x150 Folio Number 23 3209 001 0010

Legal Description see above

Project Description INSTALL A 10' 4" X 45' LONG WOOD MARGINAL DOCK / WITH A 40' LONG X 4' WIDE FINGER PIER. (7' WIDE COVER WATER)

Dock Length Measured Perpendicular from Seawall 47'

Mandatory Submittals (Applicant must check that each item is included with this application)

- | | |
|---|--|
| <input type="checkbox"/> Site plans which depict: | <input type="checkbox"/> Property survey |
| North point | <input type="checkbox"/> Elevations |
| Scale at 1/16 inch to the foot, or larger | <input type="checkbox"/> DERM approval |
| Date of preparation | <input type="checkbox"/> Application fees |
| Dock structures | <input type="checkbox"/> Cost recovery deposit |
| Any mechanical equipment | |
| Any exterior lighting | |
| Any other physical features | |

Contact:

James McKenzie
(305) 785-8682

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

DOCK APPLICATION FOR PUBLIC HEARING

Page 2 of 3

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.

All requests for dock approval from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing 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 Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting dock approval from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such a variance request, pursuant to Section 152.110 of the Village Code.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), and FEMA regulations.

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 Staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Village Commission revoked.

Authorized Signature *Nicole J. Huesmann* *as attorney in fact*
Print Name Nicole J. Huesmann *for Holger Piening and*
Andrea Franke

(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 28th day of June, 2016

by Nicole J. Huesmann

who is personally known to me or who has produced _____ as identification.

Notary Public Signature *Christina Segui*

Commission Number/Expiration EE 860510 / 12/26/2016

- Mayor
Connie Leon-Kreps
- Vice Mayor
Eddie Lim
- Commissioner
Dr. Richard Chervony
- Commissioner
Wendy Duvall
- Commissioner
Jorge Gonzalez

DOCK APPLICATION FOR PUBLIC HEARING

Page 3 of 3

Office Use Only:

Date Submitted: 6/28/16

Tentative Meeting Date: _____

Fee Paid: \$ 300.00

Cash or Check # 2915

Date Paid: 6/28/16

Mayor:
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

478

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that Holger Piening and Andrea Franke, have made, constituted and appointed, and by these presents do make, constitute and appoint Nicole J. Huesmann their true and lawful attorney for them and in their names, place and stead, giving and granting unto Nicole J. Huesmann full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as they might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that Nicole J. Huesmann shall lawfully do or cause to be done by virtue hereof.


This Power is specifically intended to empower Nicole J. Huesmann to take any and all actions and to execute any and all instruments necessary to effectuate destruction and construction of the following legally described property including, but not limited to, the execution and delivery of any contracts for architectural, construction and building purposes, plan and permit applications to North Bay Village/Miami-Dade County, Florida, Notices of Commencements and any other agreements, documents or affidavits required for the destruction and construction, in the form acceptable to Holger Piening and Andrea Franke, in their sole discretion, and they hereby confirm and ratify any and all actions taken by Nicole J. Huesmann on their behalf prior to this date:

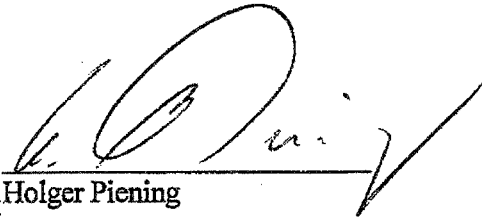
Lot 5, Block 1, Treasure Island as per plat thereof in Plat Book 50 Page 57, of the Public Records of Miami-Dade County, Florida.


Address: 1700 South Treasure Drive, North Bay Village, Florida 33141

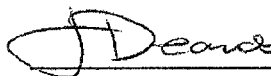
IN WITNESS WHEREOF, the undersigned has executed this instrument on the 23rd day of April, 2014.

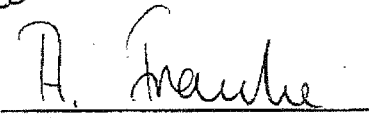
Signed and delivered in the presence of:



Witness (Print Name Here): Jennifer DeArmas


Holger Piening


Witness (Print Name Here): ERICA BIANCO


Witness (Print Name Here): Jennifer DeArmas


Andrea Franke


Witness (Print Name Here): ERICA BIANCO

Page 2

Power of Attorney

STATE OF FLORIDA)

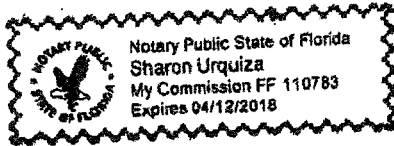
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 13th day of April, 2014, by **Holger Piening and Andrea Franke**, who are personally known to me or who have produced German Passports as identification, who did not take an oath, and they acknowledged before me that they executed the foregoing instrument as their free act and deed.


NOTARY PUBLIC, STATE OF FLORIDA
Print Name:

My Commission Expires:

[Affix Seal]





OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 8/11/2015

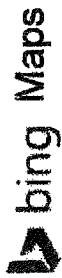
Property Information	
Folio:	23-3209-009-0050
Property Address:	1700 S TREASURE DR
Owner	HOLGER PIENING C/O NICOLE J HUESMANN P A ANDREA FRANKE
Mailing Address	150 ALHAMBRA CIRCLE #1150 CORAL GABLES, FL 33134
Primary Zone	0600 SINGLE FAMILY, 1401-1550 S
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	4 / 3 / 0
Floors	1
Living Units	1
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	2,367 Sq.Ft
Lot Size	9,000 Sq.Ft
Year Built	1954



Taxable Value Information			
	2015	2014	2013
County			
Exemption Value	\$0	\$0	\$50,000

RECEIVED
 JUN 21 2016
 DERM Coastal Resources Section
 Natural Resources Regulation & Restoration
 Division (NRRRD)

2014-247

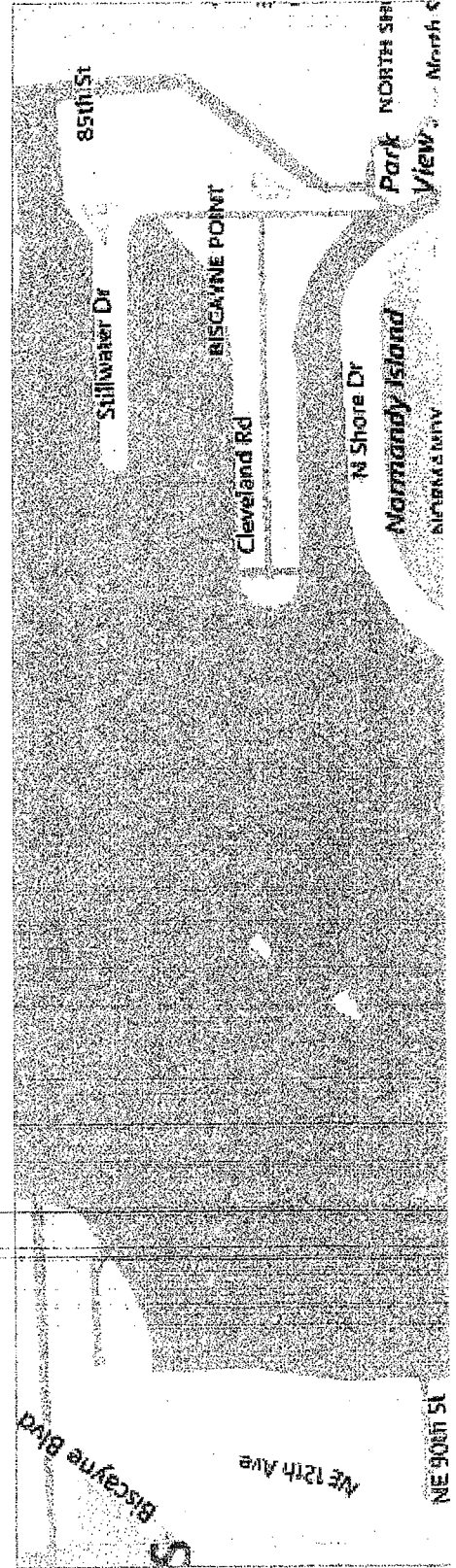
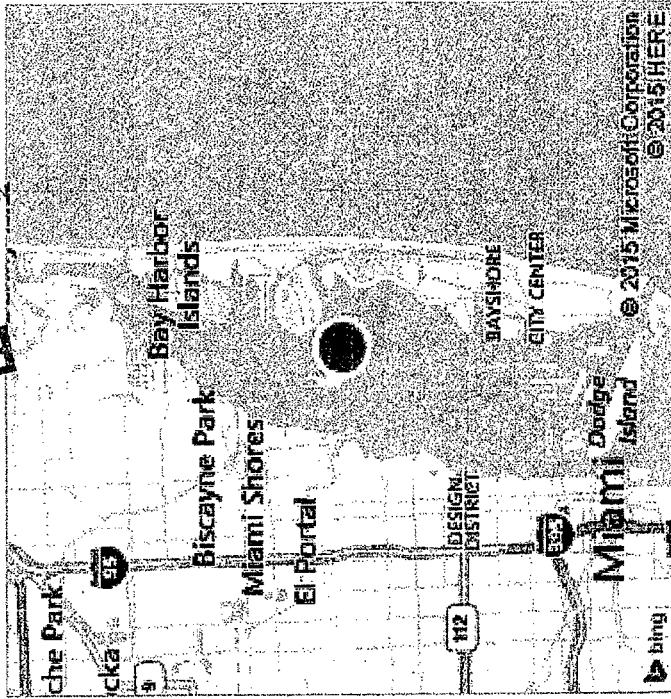


1700 S Treasure Dr, North Bay Village, FL 33141

My Notes



On the go? Use m.bing.com to find maps, directions, businesses, and more




RECEIVED
http://www.bing.com/maps/print.aspx?mkt=en-us&z=14&s=r&cp=25.8
Natural Resources Section
Natural Resources Division (NRRD)
21 2016



North Bay Village
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website:
www.nbvillage.com

MEMORANDUM
North Bay Village

DATE: April 13, 2017
TO: Yvonne P. Hamilton, CMC
Village Clerk
FROM: Frank K. Rollason 
Village Manager
SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, GRANTING A WAIVER, PURSUANT TO SECTION 150.11(G) OF THE VILLAGE CODE OF ORDINANCES, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

483

October 17, 2016

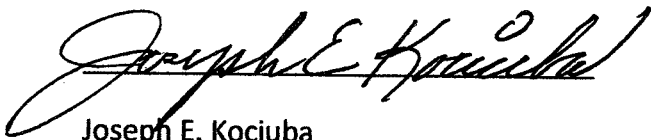
Re: Proposed Dock for property located at 1700 S. Treasure Drive

To whom it may concern;

I have no objection to the construction of the boat Dock for the above referenced property. This project has already been approved by DERM.

Also, the boat lift will be on the eastern side of our neighbor's property and this will be fine with our view. Any improvements to the property will increase desirability and land value for North Bay Village

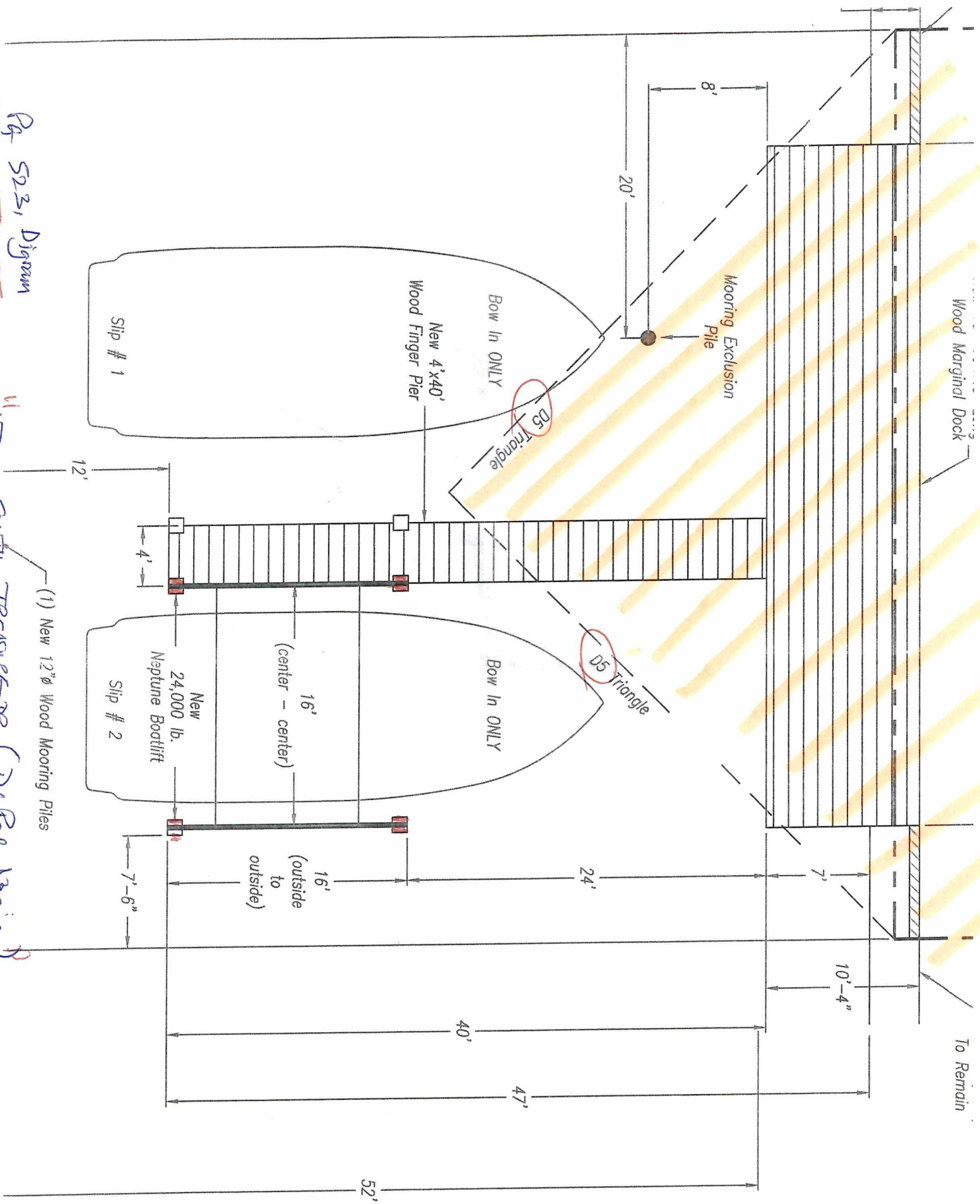
Sincerely;

A handwritten signature in black ink, appearing to read "Joseph E. Kociuba". The signature is written in a cursive style with a large, looping initial "J".

Joseph E. Kociuba
1720 S. Treasure Dr.

Pg 523, Diagram

1700 SOUTH TREASURY DR. (Dr. Paul Harris)



LETTER OF CONSENT

Note: Please insert applicable information

Date: 9-8-16

Miami-Dade County RER
Class I Permitting Program
701 NW 1st Court
Miami FL, 33136

Re: Letter of Consent for Miami-Dade County RER Class I Permit Application Number
CLI-2014 247 (insert Class I Permit application number), for work proposed at
1700 S TREASURE DR NORTH BAY VILLAGE FL 33141
(insert address of proposed work)

Ladies and Gentlemen:

I, GUILLERMO GARCIA (insert name), am the owner of the property located at
1710 S TREASURE DR NORTH BAY VILLAGE FL 33141
(insert address of adjoining riparian property)

which is an adjoining riparian property to the above-referenced property. I have reviewed the
plans entitled DOCK/BOATLIFT

(insert title of plans) 2-18-16 2-23-16
prepared by ED LANDERS dated 11-23-15 A, and preliminarily approved
by RER on 3-3-16 for the above-referenced project. Pursuant to Section 24-
48.3(1)(j)(iii) of the Code of Miami-Dade County, Florida, I hereby consent to the above-
referenced project.

Sincerely,

Guillermo Garcia
Adjoining Riparian Property Owner

SUBSCRIBED AND SWORN TO ME THIS 9th DAY OF SEP 20 16

BY Guillermo GARCIA

PERSONALLY KNOWN PRODUCED IDENTIFICATION (PLEASE CHECK ONE)

TYPE OF ID PRODUCED FL DL G620 280 401670



Chad Miller
Commission #FF300414
Expires: April 10, 2020

NOTARY PUBLIC

DRAFT

This instrument was prepared by
and, once recorded, please return a copy to:

Edward Martos, Esq.
Weiss, Serota, Helfman, Cole & Bierman, PL
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134

(Space reserved for Clerk)

DECLARATION OF RESTRICTIVE COVENANT

WHEREAS, the undersigned, Holger Piening and Andrea Franke (“Owners”), are the fee simple owners of the property described on **Exhibit A** attached hereto (the “Property”); and

WHEREAS, Owners filed with North Bay Village (the “Village”) an application for development approvals to allow a boatlift, and to allow dock at the Property to extend more than 25 feet from the bulkhead line (the “Application”); and

WHEREAS, the Owners wish to assure the Village that, if the Application is approved, the resulting dock will have a minimal impact upon views of Biscayne Bay.

NOW THEREFORE, in order to assure the Village that the representations made during consideration of the Application will be abided by, the undersigned owners of the Property freely, voluntarily, and without duress make the following Declaration of Restrictive Covenant (this “Covenant”) covering and running with the Property.

1. Recitals. The above recitals to this Covenant and the Covenant’s exhibit are true and correct and hereby incorporated by reference and made a part hereof.

2. Use Restrictions.

- a. One boat may be kept at the Property overnight—whether moored or stored on a boatlift—without limit on timing or duration.
- b. A second boat may be kept at the Property, whether moored or stored on a boatlift, for no more than five consecutive nights.
- c. No more than two boats (subject to paragraph 2(b) above) may be moored or stored on a boatlift at the Property.
- d. The limits in this paragraph with respect to the number of boats stored on the Property, and the timing and duration of said storage shall not apply to small and low vessels that present little or no material obstruction to views of Biscayne Bay including but not limited to dinghies, kayaks, canoes, paddle boards, or jet skis.

3. Condition Precedent. This Covenant shall be effective only upon the issuance of all governmental approvals necessary for the construction of a dock and installation of a boatlift

substantially in compliance with the plans provided as part of the Application. Said plans are on file with the Village.

4. Covenant Running with the Land. This Covenant on the part of the Owners shall constitute a covenant running with the land. Within thirty (30) days of the Covenant's acceptance by the Village, it shall be recorded in the public records of Miami-Dade County Florida, at Owners' expense. This Covenant shall remain in full force and effect and be binding upon the undersigned Owners, and their heirs, successors and assigns until such time as the same this Covenant is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of North Bay Village, and the public welfare.

5. Term. This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Covenant is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by the Village.

6. Modification, Amendment, Release. This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Village Commission, after public hearing. Any modification, amendment or release shall be in a form acceptable to the Village Attorney.

Should this Covenant be so modified, amended or released, the Chief Building Official, or the executive officer of the Building Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

7. Enforcement. Enforcement of this Covenant shall be by action against any parties or person violating it. The prevailing party in any action or suit pertaining to or arising out of this Covenant shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

8. Authorization for Village to Withhold Permits and Inspections. In the event the terms of this Covenant are not being complied with, in addition to any other remedies available, the Village is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Covenant is complied with.

9. Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

10. **Permissive Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the Village, and inspections made and approval of occupancy given by the Village, then such construction, inspection and approval shall create a permissive presumption that the buildings or structures thus constructed comply with the intent and spirit of this Covenant. This presumption shall be classified as a rebuttable presumption under Florida Law.

11. **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

12. **Recording.** This Covenant shall be filed of record in the public records of Miami-Dade County, Florida. The Village shall be furnished a recorded copy within thirty (30) days of recordation.

13. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the Village in any manner, nor does it entitle the Owners to a favorable recommendation or approval of any application, zoning or otherwise, and the Village Commission and/or any appropriate Village Board retain its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance.

14. **Owners.** The term "Owners" shall include the Owners, and their heirs, successors, and assigns.

[THIS SPACE INTENTIONALLY BLANK; SIGNATURE PAGE AND EXHIBIT A FOLLOW]

IN WITNESS WHEREOF, the undersigned has caused its hand and seal to be affixed hereto on this _____ day of _____, 2017.

WITNESS(ES):

OWNERS

Sign above & print name here:

Holger Piening

Sign above & print name here:

Andrea Franke

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

I hereby certify that on this ____ day of _____, 2017, before me personally appeared Holger Piening and Andrea Franke. They are personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA
Print Name: _____
Commission No.: _____
Commission Expires: _____

Exhibit A
Legal Description

Lot 5, Block 1, TREASURE ISLAND, according to the Plat thereof as recorded in Plat Book 50 at Page 67 of the Public Records of Miami-Dade County, Florida

Identified for tax purposes by folio number 23-3209-009-0050

And commonly known as 1700 S. Treasure Drive in North Bay Village, Florida

Fla. AGO 2012-32 (Fla.A.G.), 2012 WL 4343746

Office of the Attorney General

State of Florida

AGO 2012-32

September 19, 2012

RE: COUNTIES—ZONING—PLANNED DEVELOPMENTS—COMMUNITY PLANNING ACT—CONSENT REQUIREMENTS—authority of county to adopt ordinance containing other landowner consent requirement for applications for zoning changes. Part II, Ch. 163, Fla. Stat.; Art. VIII, s. 1(f), Fla. Const.; Part II, Ch. 125, Fla. Stat.; s. 125.66(4), Fla. Stat.

*1 Mr. Mark H. Scruby
Clay County Attorney
Post Office Box 1366
Green Cove Springs, Florida 32043-1366

Dear Mr. Scruby:

On behalf of the Board of County Commissioners of Clay County, you have requested my opinion on substantially the following questions:

1. In the case of an application to revise the zoning for a portion of a planned development by the owner of said portion, do the provisions of the Community Planning Act, as codified in Part II of Chapter 163, Florida Statutes, authorize a local government to require in its zoning code the consent to the application by some or all of the other individual property owners within the planned development, or by an association of property owners governed under Chapters 718, 719, or 720, Florida Statutes, and operating within the planned development, before the application can be considered for approval?
2. If the answer to Question 1 is in the negative, then in the case of an application to revise the zoning for a portion of a planned development by the owner of said portion, does the common law or any other statutory law authorize a local government to require in its zoning code the consent to the application by some or all of the other individual property owners within the planned development, or by an association of property owners governed under Chapters 718, 719, or 720, Florida Statutes, and operating within the planned development before the application can be considered for approval?
3. In the case of an application to revise the zoning for a portion of a planned development by the owner of said portion, where the planned development is also subject to recorded covenants and restrictions (i) that are private in nature, (ii) that govern use rights and limitations and development standards for all lands within the planned development, and (iii) that give the individual owners of land within the planned development the right to vote on amendments to the covenants and restrictions, does the common law or any other statutory law authorize a local government to require such application to include the favorable outcome of a vote to approve the filing of the application by all or some fixed percentage of such individual members casting ballots?

In sum:

1. and 2. I am not aware of nor have you drawn my attention to any provision of the “Community Planning Act” which would authorize a local governmental agency to delegate its legislative zoning authority to other land owners by requiring their consent prior to the acceptance of a request for rezoning. In the absence of concern for a particular statutory provision, however, this office will not undertake a broad review of multiple chapters of the Florida Statutes in an attempt to justify what the courts have clearly identified as a suspect practice. Finally, there is no common law right of local governments to impose a consent requirement such as the one you propose on applications for rezoning. Rather, the extent of the zoning power is circumscribed by the grant of power from the Legislature to local governments and contained in Chapters 125 and 166, Florida Statutes.

*2 3. This office will not comment on the terms of private contracts or their enforcement. As addressed more fully herein, consent requirements such as the one you have proposed may constitute an unconstitutional delegation of legislative authority and are not favored in the law and may implicate a number of constitutional rights.

According to your letter, the zoning article of Clay County's land development code provides for planned developments in addition to conventional use categories. The code requires that an application to rezone a tract of land into a planned development must be joined by all owners of the property within the boundaries of the proposed tract. Occasionally, a party owning a portion of a planned development may wish to modify some aspect of the plan as it was previously approved. In order for such party to apply for the modification, the code requires that the application be joined by all of the other owners of property within the boundaries of the planned development, not just the owners of the parcel for which the modification is sought. Without the joinder of all these owners, an application for modification will not be accepted.

The Board of County Commissioners has realized the difficulty of acquiring such third party joinder, especially as a development approaches build-out and hundreds or thousands of individual parcels have already been conveyed to third parties. In light of these concerns, the board is considering the adoption of an ordinance amending the joinder provision by reducing the percentage of joining owners from one hundred to some lesser figure or by eliminating it entirely.

As the county attorney, you have advised the board that the submission of an application to amend a portion of an approved planned development cannot lawfully be conditioned on the joinder or consent of third parties who have no ownership interest in the particular parcel, even if the third parties own other property within the planned development and you have so advised the board. However, community concerns with the reduction or elimination of these restrictions has led to the Clay County Board of County Commissioners requesting that an Attorney General Opinion be sought on these issues.

Initially, I must advise you that this office has no authority to comment on validly adopted provisions of the current zoning code of Clay County. This office, like the courts, must assume that a validly adopted statute or ordinance is lawful and effective until it is challenged and declared invalid in an appropriate court case.¹ Thus, my comments are provided to you for use by the commission in considering proposed legislation.

Questions One and Two

Zoning is generally understood to be the regulation of land according to its nature and uses.² The power to restrict the use of land through zoning is delegated to local governments by the Legislature and is limited by the terms of the grant.³ The classification, regulation, prohibition, restriction, permitting, and determination of uses within districts constitutes an exercise of local governmental zoning and police power, possessed by counties and municipalities generally under zoning statutes.⁴ Thus, zoning enactments cannot validly be extended beyond the accomplishment of those purposes within their scope.⁵

*3 In order to be valid, any zoning regulations that are adopted must be reasonable and nondiscriminatory and they must tend to promote the public health, safety, morals, or general welfare.⁶ As the Florida Supreme Court stated in *Griffin v. Sharpe*,⁷ an ordinance enacted under a theory of general police powers must not infringe on constitutional guarantees by invading personal or property rights unnecessarily or unreasonably, denying due process of law or equal protection of laws, or impairing obligations of contract. In addition, such an ordinance must not be inconsistent with the general laws of the state, must not discriminate unreasonably, arbitrarily or oppressively, and must not constitute a delegation of legislative or executive or administrative power.⁸

You have asked whether some statutory provision may authorize a local government to require in its zoning code that consent to an application for rezoning by some or all of the other individual property owners within a planned development is required before the application can be considered for approval. As a general proposition this office has previously concluded that such a requirement might, if enacted, result in an illegal delegation or abdication of legislative power.

In Attorney General Opinion 83-31, this office was asked by the Board of County Commissioners of Santa Rosa County whether an ordinance could be validly enacted which required the written consent of a majority of landowners and homeowners within a designated distance of proposed landing strips or runways of an airport facility prior to the construction of any additional airport facility in the county. A statutory provision, section 330.36, Florida Statutes, provided that no county or municipality could license airports or control their location except by zoning requirements. The statute made no

exception for any other type of county ordinance other than regulation by a zoning ordinance. Thus, the opinion concluded that such an ordinance could not be validly enacted or enforced. The opinion goes on to caution against a possible illegal delegation or abdication of legislative power by the adoption of such an ordinance:

“Additionally, the proposed ordinance, if enacted, might well result in an illegal delegation or abdication of legislative power. An airport or landing field constructed and operated in a proper manner is not a nuisance per se.⁹ Thus, the construction or maintenance and operation of an airport facility are not susceptible to regulation or proscription as a public nuisance by county legislative enactment.¹⁰ The proposed ordinance does not zone any lands or prohibit the use of designated or specific lands at specific locations for airport purposes or establish any safety regulations or standards in the interest of and to protect the public health, safety or welfare. It simply requires the airport owner or developer to obtain the written consent of the majority of the specified landowners and homeowners prior to commencing construction of any additional airport facility in the county, and the only limitation upon such property owners in exercising their power to consent or withhold their consent to ‘the construction of any additional airport facility’ is their own free will and choice or their own whims or unbridled discretion. It permits the adjoining landowners to regulate property rights and deny a landowner his right to use his property, not otherwise restricted or regulated by law, for a lawful use or purpose. In effect, the affected landowners and homeowners are delegated the legislative power vested in the county commission to determine the public policy and regulate property rights and whether an airport facility may be located, maintained and operated at any particular location. The governmental powers of the legislative and governing body of a county cannot be delegated.”¹¹

*4 While consideration generally must be given to the rights of the individual landowner of the property involved as well as the interests of adjoining landowners and others in the adoption of zoning changes,¹² I must caution that an ordinance which delegates the legislative power vested in the county commission to determine the public policy and regulate property rights based on the written consent of all or a majority of the specified landowners and homeowners prior to accepting an application for rezoning might well be seen by a court as an invalid delegation of the legislative power of the county.¹³

Further, under Florida law generally, a property owner acquires no vested rights to the continuation of existing zoning.¹⁴ There is no general constitutional right to be free from all changes in land use laws.¹⁵ A landowner who plans to use his property in accordance with existing zoning regulations is entitled to assume only that such regulations will not be altered to his detriment, unless the change bears a substantial relation to the health, morals, welfare or safety of the public.¹⁶ As discussed above, an ordinance enacted under a theory of general police powers must not infringe on constitutional guarantees by invading personal or property rights unnecessarily or unreasonably, denying due process of law or equal protection of laws, or impairing obligations of contract. Nor may such an ordinance be inconsistent with the general laws of the state, discriminate unreasonably, arbitrarily or oppressively, or constitute a delegation of legislative or executive or administrative power.¹⁷ The adoption of an ordinance which includes a consent requirement as a condition precedent to the application process for rezoning could be seen to interject an element of arbitrariness into that application process.¹⁸ Again, the opinions of residents are not factual evidence and have been determined by the courts to not constitute a sound basis for denial of a zoning change application.¹⁹

You have specifically directed my attention to the Community Planning Act, sections 163.3164 -163.3217, Florida Statutes, and associations of property owners governed under Chapters 718, 719, or 720, Florida Statutes, and operating within the planned development as potential sources of statutory authority for adopting an ordinance imposing a consent requirement to an application for rezoning.

The “Community Planning Act,” codified in Part II, Chapter 163, Florida Statutes, was enacted to

“utilize and strengthen the existing role, processes, and powers of local governments in the establishment and implementation of comprehensive planning programs to guide and manage future development consistent with the proper role of local government.”²⁰

*5 The act specifically provides that “no public or private development shall be permitted except in conformity with comprehensive plans, or elements or portions thereof, prepared and adopted in conformity with this act.”²¹ The comprehensive plan must provide

“the principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical,

environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements. These principles and strategies shall guide future decisions in a consistent manner and shall contain programs and activities to ensure comprehensive plans are implemented. The sections of the comprehensive plan containing the principles and strategies, generally provided as goals, objectives, and policies, shall describe how the local government's programs, activities, and land development regulations will be initiated, modified, or continued to implement the comprehensive plan in a consistent manner. It is not the intent of this part to require the inclusion of implementing regulations in the comprehensive plan but rather to require identification of those programs, activities, and land development regulations that will be part of the strategy for implementing the comprehensive plan and the principles that describe how the programs, activities, and land development regulations will be carried out. The plan shall establish meaningful and predictable standards for the use and development of land and provide meaningful guidelines for the content of more detailed land development and use regulations."²²

The act provides that it is the will of the Legislature that the public be involved in community planning:

"It is the intent of the Legislature that the public participate in the comprehensive planning process to the fullest extent possible. Towards this end, local planning agencies and local governmental units are directed to adopt procedures designed to provide effective public participation in the comprehensive planning process and to provide real property owners with notice of all official actions which will regulate the use of their property. The provisions and procedures required in this act are set out as the minimum requirements towards this end."²³

To facilitate this public participation the act requires public hearings, the opportunity for written comments, and other public information opportunities.²⁴ As Florida courts have noted with regard to zoning decisions:

"The role of the governmental entity is to arrive at sound decisions affecting the use of property within its domain. This includes receiving citizen input regarding the effect of the proposed use on the neighborhood, especially where the input is fact-based."²⁵

However, no provision of the "Community Planning Act" of which I am aware or to which you have drawn my attention would authorize a local governmental agency to delegate its legislative zoning authority to other land owners by requiring their consent prior to the acceptance of a request for rezoning.²⁶

*6 You have also asked whether associations of property owners governed under Chapters 718, 719, or 720, Florida Statutes, and operating within the planned development may be potential sources of statutory authority for adopting an ordinance imposing a consent requirement to an application for rezoning. You are aware of no provisions in these laws which would bear directly on the validity of consent requirements prior to accepting a request for rezoning. Rather, these references, and your previous reference to Part II, Chapter 163, Florida Statutes, are intended to reflect more recent land development regulation and property owner rights laws. In the absence of concern for a particular statutory provision this office will not undertake a broad review of multiple chapters of the Florida Statutes in an attempt to justify what the courts have clearly identified as a suspect practice.

Finally, the zoning power of Florida counties is statutory, not a common law power.²⁷ Local governments have no inherent right to restrict the use of land through zoning; such right is limited by the statute or ordinance creating the same.²⁸ The adoption of zoning ordinances and zoning maps is a legislative act²⁹ and zoning ordinances must find their justification in some aspect of the police power, asserted for the public welfare.³⁰ I am aware of, and you have brought to my attention, no common law right of local governments to impose a consent requirement such as the one you propose on applications for rezoning. Rather, the extent of the zoning power is circumscribed by the grant of power from the Legislature to local governments and contained in Chapters 125 and 166, Florida Statutes.

Question Three

You have asked whether a local government may require an application for rezoning to include the favorable outcome of a vote to approve the filing of the application by all or some of the individual members voting on the matter when private recorded covenants and restrictions call for such a vote. This office will not comment on the terms of private contracts or their enforcement. As addressed more fully herein, consent requirements such as the one you have proposed may constitute

an unconstitutional delegation of legislative authority and are not favored in the law and may implicate a number of constitutional rights.³¹

Sincerely,

Pam Bondi
Attorney General

Footnotes

- ¹ See *Evans v. Hillsborough County*, 186 So. 193 (Fla. 1938) (a statute found on statute books must be presumed to be valid and must be given effect until it is judicially declared unconstitutional); *White v. Crandon*, 156 So. 303 (Fla. 1934) (county commissioners must obey statutes until in proper proceedings they are passed upon by the courts and declared invalid); *State ex rel. Gillespie v. Thursby*, 139 So. 372 (Fla. 1932), *rehearing denied*, 140 So. 775 (Fla. 1932); *Falco v. State*, 407 So. 2d 203 (Fla. 1981) (court has duty, if reasonably possible, and consistent with constitutional rights, to resolve all doubts as to validity of statute in favor of its constitutionality); *State v. Jefferson*, 758 So. 2d 661 (Fla. 2000); Ops. Att’y Gen. Fla. 92-02 (1992) (statutes are presumptively valid and must be given effect until determined otherwise by a court of competent jurisdiction in an appropriate judicial proceeding; 88-09 (1989); 87-36 (1987); cf. 90-47 (1990) (presumptive validity of municipal ordinance).
- ² See 7 Fla. Jur. 2d *Building, Zoning, and Land Controls* s. 53; and see *Barefield v. Davis*, 251 So. 2d 699 (Fla. 1st DCA 1971).
- ³ As a charter county, the zoning power of Clay County is derived from Art. VIII, s. 1(f), Fla. Const., and Part II, Ch. 125, Fla. Stat., particularly s. 125.66(4), Fla. Stat. Cf. *State ex rel. Henry v. Miami*, 158 So. 82 (Fla. 1934) (no such thing as a general legislative power on the part of municipal authorities to control and direct how the private properties of municipal inhabitants shall be held or enjoyed).
- ⁴ See Inf. Op. to Chiaro, dated January 24, 1997.
- ⁵ See *Davis v. Sails*, 318 So. 2d 214 (Fla. 1st DCA 1975); *Prescott v. Charlotte County*, 263 So. 2d 623 (Fla. 2d DCA 1972), *cert. denied*, 267 So. 2d 834 (Fla. 1972).
- ⁶ See *City of Jacksonville v. Sohn*, 616 So. 2d 1173 (Fla. 1st DCA 1993); *Carter v. Town of Palm Beach*, 237 So. 2d 130 (Fla. 1970); Op. Att’y Gen. Fla. 79-71 (1979); 62 C.J.S. *Municipal Corporations* ss. 128, 132-135 (1949); 7 Fla. Jur. 2d *Building, Zoning, and Land Controls* s. 102.
- ⁷ 65 So. 2d 751 (Fla. 1953), and see *City of Port Orange v. Leechase Corp.*, 430 So. 2d 534 (Fla. 5th DCA 1983).
- ⁸ And see *Miami Shores Village v. William N. Brockway Post No. 124 of American Legion*, 24 So. 2d 33 (Fla. 1945); *Wallace v. Town of Palm Beach*, 624 F.Supp. 864 (S.D. Fla. 1985); Inf. Op. to Dellagloria, dated January 5, 2001.
- ⁹ See generally 2A C.J.S. *Aeronautics and Aerospace* s. 70 (1972); *Brooks v. Patterson*, 31 So. 2d 472, 474 (Fla. 1947); cf. *Corbett v. Eastern Air Lines, Inc.*, 166 So. 2d 196 (Fla. 1st DCA 1964).
- ¹⁰ See *Brooks v. Patterson*, *supra*; and *S.H. Kress and Co. v. City of Miami*, 82 So. 775 (Fla. 1919).
- ¹¹ *Crandon v. Hazlett*, 26 So. 2d 638, 642 (Fla. 1946); *State v. City of Tallahassee*, 177 So. 719 (Fla. 1937); *Dade County v. State*, 116 So. 72 (Fla. 1928); see also *Washington ex rel. Seattle Title Trust Co. v. Roberge*, 278 U.S. 116 (1928); and see generally 16 C.J.S. *Constitutional Law* ss. 133, 137 (1956); 62 C.J.S. *Municipal Corporations* ss. 154, 226(10), 227(9) (1949); 101A C.J.S. *Zoning and Land Planning* s. 30 (1979). See also *City of Miami Beach v. Forte Towers, Inc.*, 305 So. 2d 764 (Fla. 1974); *Cassady v. Consolidated Naval Stores Company*, 119 So. 2d 35 (Fla. 1960); *Richey v. Wells*, 166 So. 817 (Fla. 1936); *Bailey v. Van Pelt*, 82 So. 789 (Fla. 1919). Cf. *Cusack Co. v. City of Chicago*, 242 U.S. 526 (1917); *Eubank v. City of Richmond*, 226 U.S. 137 (1912); *Grova v. Baran*, 134 So. 2d 25 (Fla. 2d DCA 1961), *appeal dismissed*, 145 So. 2d 489 (Fla. 1962); *Miller v. Ryan*, 54 So. 2d 60 (Fla. 1951).
- ¹² See 101A C.J.S. *Zoning and Land Planning* s. 71; and see *infra* n.25 providing citations to Florida statutory provisions providing for the consideration of “affected person[s]” during the development process who may include owners of abutting real property.
- ¹³ See *Pollard v. Palm Beach County*, 560 So. 2d 1358 (Fla. 4th DCA 1990) (opinions of residents are not factual evidence and not sound basis for denial of zoning change application); *City of Apopka v. Orange County*, 299 So. 2d 657, 659-660 (Fla. 4th DCA

1974); and *Town of Ponce Inlet v. Rancourt*, 627 So. 2d 586 (Fla. 5th DCA 1993); *Marell v. Hardy*, 450 So. 2d 1207 (Fla. 4th DCA 1984) (it is the function of the legislative body charged with responsibility for protecting and enhancing the health, welfare, and safety of public to weigh the advantages and disadvantages of rezoning property).

14 *See Villas of Lake Jackson, Ltd. v. Leon County*, 884 F.Supp. 1544 (N.D. Fla. 1995), *opinion modified on reconsideration*, 906 F.Supp. 1509 (N.D. Fla. 1995), *affirmed*, 121 F.3d 610 (C.A. 11 (Fla.) 1997).

15 *New Port Largo, Inc. v. Monroe County*, 95 F.3d 1084, (C.A. 11 (Fla.) 1996), *cert. denied*, 117 S.Ct. 2514, 521 U.S. 1121, 138 L.Ed.2d 1016 (1997).

16 *City of Miami Beach v. 8701 Collins. Ave., Inc.*, 77 So. 2d 428 (Fla. 1954).

17 *And see Miami Shores Village v. William N. Brockway Post No. 124 of American Legion*, 24 So. 2d 33 (Fla. 1945); *Wallace v. Town of Palm Beach*, 624 F.Supp. 864 (S.D. Fla. 1985); Inf. Op. to Dellagloria, dated January 5, 2001.

18 *See, e.g., Corn v. City of Lauderdale Lakes*, 997 F.2d 1369 (C.A. 11 Fla. 1993), *cert. denied*, 114 S.Ct. 1400, 511 U.S. 1018, 128 L.Ed.2d 73, *appeal after remand*, 95 F.3d 1066, *cert. denied*, 118 S.Ct. 441, 522 U.S. 981, 139 L.Ed.2d 378 (restrictions government imposes on land must be substantially related to general welfare; if not, governmental action is arbitrary and capricious in violation of substantive due process); *Eide v. Sarasota County*, 908 F.2d 716 (C.A. 11 Fla. 1990), *cert. denied*, 111 S.Ct. 1073, 498 U.S. 1120, 112 L.Ed.2d 1179 (property owner may challenge zoning regulation by arguing that regulation is arbitrary and capricious, does not bear substantial relation to public health, safety, morals, or general welfare, and is therefore invalid exercise of police power; owner need only prove that government acted arbitrarily and capriciously either facially or as applied).

19 *Pollard v. Palm Beach County*, 560 So. 2d 1358 (Fla. 4th DCA 1990).

20 Section 163.3161(2), Fla. Stat.

21 Section 163.3161(6), Fla. Stat.

22 Section 163.3177(1), Fla. Stat., *and see* the remainder of this statute for the required and optional elements of a comprehensive plan.

23 Section 163.3181(1), Fla. Stat.

24 *See e.g., s. 163.3181(2), Fla. Stat.; s. 163.3174(1) and (4), Fla. Stat.*, requiring that the local planning agency prepare the comprehensive plan or amendment after public hearings; s. 163.3184(11), Fla. Stat., providing for public hearings during the process for adoption of comprehensive plans of plan amendments. However, I would also note that section 163.3167(8), Fla. Stat., specifically prohibits “[a]n initiative or referendum process in regard to any development order or in regard to any local comprehensive plan amendment or map amendment[.]”

25 *See City of Dania v. Florida Power and Light*, 718 So. 2d 813 at 816 (Fla. 4th DCA 1998), citing *Grefkowitz v. Metropolitan Dade County*, 389 So. 2d 1041 (Fla. 3d DCA 1980); *Metropolitan Dade County v. Blumenthal*, 675 So. 2d 598 (Fla. 3d DCA 1995).

26 *Cf. s. 163.3184, Fla. Stat.*, which defines “[a]ffected person” to include “owners of real property abutting real property that is the subject of a proposed change to a future land use map” and authorizing any affected person to file a petition with the Division of Administrative Hearings to challenge whether the plan is in compliance with the statute; s. 163.3187(5)(a), Fla. Stat., providing a similar procedure for any “affected person” to challenge the compliance of a small scale development amendment; and s. 163.3215, Fla. Stat., providing standing for aggrieved or adversely affected parties to enforce local comprehensive plans through development orders. *And cf. Preserve Palm Beach Political Action Committee v. Town of Palm Beach*, 50 So. 3d 1176, 1179 (Fla. 4th DCA 2010) (“The right of the people to vote on issues they are entitled to vote on is one of utmost importance in our democratic system of government. But there are issues - such as the right of a small landowner to use his property subject only to government regulations - which should not be determined by popular vote. Section 163.3167(12) rightfully protects the small landowner from having to submit her development plans to the general public and ensures that those plans will be approved or not, instead, by the elected officials of the municipality in a quasi-judicial process.”).

27 *See Penthouse, Inc. v. Saba*, 399 So. 2d 456 (Fla. 2d DCA 1981), *review denied*, 408 So. 2d 1095 (Fla. 1981).

28 *See Florida Tallow Corp. v. Bryan*, 237 So. 2d 308 (Fla. 4th DCA 1970).

- ²⁹ *Pasco County v. J. Dico, Inc.*, 343 So. 2d 83 (Fla. 2d DCA 1977); and see *Starkey v. Okaloosa County*, 512 So. 2d 1040 (Fla. 1st DCA 1987) (rezoning is a legislative prerogative).
- ³⁰ *Flava Works, Inc. v. City of Miami, Fla.*, 800 F.Supp. 2d 1182 (S.D. Fla. 2011); and see *County of Volusia v. City of Deltona*, 925 So. 2d 340 (Fla. 5th DCA 2006), *rehearing denied* (2006), (because the zoning power is an aspect of the police power, a municipality may not enter into a private contract with a property owner for the amendment of a zoning ordinance subject to restrictions in an agreement to be executed between the city and the owner).
- ³¹ See *Villas of Lake Jackson, Ltd. v. Leon County*, 121 F.3d 610 (C.A. 11 Fla. 1997) (any constitutional right based upon zoning regulation governing specific use of real property, to extent claim is based upon deprivation of right to use property itself for that specific purpose is protectable, if it is right for which Constitution gives protection at all, only by procedural due process claim challenging procedures by which regulation was adopted, substantive due process claim based upon arbitrary and capricious action of government in adopting regulation, Takings Clause claim, or under some other constitutional provision that gives landowner protectable right, not specifically involved with real property right itself).

Fla. AGO 2012-32 (Fla.A.G.), 2012 WL 4343746

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North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

www.nbvillage.com

RE: AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.

I, Yvonne P. Hamilton, Village Clerk, hereby certify that that the petition filed hereto is correct.

Dated this 14th day of August 2017.



Yvonne P. Hamilton
Village Clerk

(North Bay Village Commission Meeting – 9/12/2017)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

499



North Bay Village

Administrative Offices

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I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on September 12, 2017 was posted at the above-referenced property on August 31, 2017.

Dated this 31st day of August 2017.


Yvonne P. Hamilton, CMC
Village Clerk

(North Bay Village Commission Meeting – 9/12/2017)

598

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

500



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

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RE: AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.

I, Yvonne P. Hamilton, Village 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 North Bay Village Code of Ordinances on August 31, 2017.

Dated this 31th day of August 2017.


Yvonne P. Hamilton, CMC
Village Clerk

(North Bay Village Commission Meeting – 9/12/2017)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

501



NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, SEPTEMBER 12, 2017** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUEST:

1. **AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.**

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 COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE 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 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.

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 VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

YVONNE P. HAMILTON, CMC
VILLAGE CLERK

Owner/Occupant
1650 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1660 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1680 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1690 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1671 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1710 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1720 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1730 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1740 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1771 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1741 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1721 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1701 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1671 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1641 S. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7505 Cutlass Avenue
N. Bay Village, FL 33141

Owner/Occupant
7509 Cutlass Avenue
N. Bay Village, FL 33141

Owner/Occupant
7513 Cutlass Avenue
N. Bay Village, FL 33141

Owner/Occupant
7504 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7508 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7512 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7505 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7509 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7513 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7504 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7508 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7512 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7505 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7509 Mutiny Avenue
N. Bay Village, FL 33141

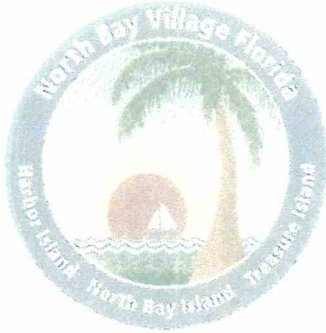
Owner/Occupant
7513 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7504 Jewel Avenue
N. Bay Village, FL 33141

Owner/Occupant
7508 Jewel Avenue
N. Bay Village, FL 33141


Owner/Occupant
7512 Jewel Avenue
N. Bay Village, FL 33141

Owner/Occupant
1700 South Treasure Drive
N. Bay Village, FL 33141



North Bay Village
Administrative Offices
1000 Kennedy Causeway, Suite 100 North Bay Village, FL 33151
Tel: (305) 756-7171 Fax: (305) 756-7722 Website
www.nbvillage.com

MEMORANDUM
North Bay Village

DATE: April 13, 2017
TO: Yvonne P. Hamilton, CMC
Village Clerk
FROM: Frank K. Rollason
Village Manager 
SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, GRANTING A WAIVER, PURSUANT TO SECTION 150.11(G) OF THE VILLAGE CODE OF ORDINANCES, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:ypb

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, GRANTING A WAIVER, PURSUANT TO SECTION 150.11(G) OF THE VILLAGE CODE OF ORDINANCES, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, Holger Piening and Andrea Franke has requested a Building Permit to construct a new dock and boatlift at 1700 South Treasure Drive, Treasure Island, in the RS-2, Medium Density Single-Family Zoning District, North Bay Village, Florida; and

WHEREAS, Pursuant to Section 150.11(A) of the Village Code, docks are to be constructed no more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village, unless such construction is necessary based on federal, state, or local laws; and

WHEREAS, the structures will extend 47 feet from the existing seawall into Biscayne Bay; and

WHEREAS, the Department of Regulatory and Economic Resources (DERM) has granted preliminary approval of the dock and boatlift; and

WHEREAS, Section 150.11(G) authorizes the Village Commission to consider the approval of docks greater than 25 feet upon the following determination:

1. If Miami-Dade Department of Environmental Management has required specific depth or location criteria; and
2. If the applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners; and
3. if the Village has received any letter(s) of objection from adjoining riparian property owners; and
4. Any other factors relevant to the specific site.

WHEREAS, Sections 150.11(C)(D) and (F) of the North Bay Village Code of Ordinances require all applications for construction of docks and boatlifts to be approved by the Village Commission; and

WHEREAS, in accordance with Section 150.11(F) of the Village Code, a public hearing by the Village Commission was noticed for September 12, 2017, at 7:30 p.m. at Village Hall, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission.

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

Section 1. Recitals.

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

Section 2. Findings.

In accordance with Section 150.11(F) of the Village Code, the Village Commission, having considered the testimony and evidence in the record presented by all parties, finds that the dock and the boatlift are safe and environmentally compatible

Section 3. Grant.

In accordance with Section 150.11(G) of the North Bay Village Code of Ordinances, a waiver is granted to construct a dock and a boatlift, which structures will extend 47 feet from the existing seawall into Biscayne Bay as requested by Holger Piening & Andre Franke for the property situated at 1700 South Treasure Drive.

Section 4. Conditions.

Approval is granted with the condition that the following items are met prior to issuance of a Building Permit:

1. Submittal of a seawall repair inspection report, indicating that all necessary repairs have been made and that the seawall is in good condition.
2. Verification of the 5-foot height restriction at the time of building permit issuance.
3. Installation of solar powered lights at end of dock for safety purposes.
4. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.

5. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

6. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

7. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Section 5. Appeal.

In accordance with Section 152.104 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 6. Violation of Terms and Conditions.

Failure to adhere to the terms and conditions contained in this Resolution in Section 4 shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to the revocation of any of the approval(s) granted in this Resolution.

The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

Section 7. Effective Date.

This Resolution shall become effective upon its adoption.

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

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Jose R. Alvarez _____
Commissioner Dr. Douglas N. Hornsby _____
Commissioner Andreana Jackson _____

PASSED and ADOPTED this 12th day of September 2017.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Construction of New Dock- 1700 South Treasure Drive–Construction of New Dock and Boatlift



NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON TUESDAY, SEPTEMBER 12, 2017 AT 7:30 P.M. OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUESTS:

1. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151 OF THE VILLAGE CODE ENTITLED "BUILDINGS" BY AMENDING SECTION 151.11 TO REQUIRE CONDOMINIUM ASSOCIATIONS' APPROVAL FOR WORK PERFORMED INSIDE A CONDOMINIUM UNIT; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. *(Second Reading)*
2. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151, SECTION 151.101 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED "PROPERTY ADDRESSES" TO PROVIDE FOR ADDRESS NUMBERS ON SEAWALLS; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. *(First Reading)*
3. AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.
4. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, REPEALING ALL CHAPTERS OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING CHAPTER 1 GENERAL PROVISIONS, CHAPTER 2 ADMINISTRATIVE AND LEGISLATIVE PROCEDURES, CHAPTER 3 LAND USE, CHAPTER 4 CONSISTENCY AND CONCURRENCY DETERMINATIONS, CHAPTER 5 DESIGN STANDARDS AND CHAPTER 6 FLOOD DAMAGE PREVENTION; REPEALING APPENDICES OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING APPENDIX A APPLICATIONS, APPENDIX B BUILDING PERMIT APPLICATION, APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER, APPENDIX D SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE, APPENDIX E CLASS I COASTAL CONSTRUCTION PERMIT APPLICATION, APPENDIX H FLOOD CONTROL; REPEALING LAND DEVELOPMENT CODE COMPARATIVE TABLE OF ORDINANCES, REPEALING CHAPTERS OF THE VILLAGE CODE OF ORDINANCES INCLUDING CHAPTER 152 ZONING AND CHAPTER 155 DESIGN GUIDELINE STANDARDS; REPEALING APPENDIX B OF THE VILLAGE CODE OF ORDINANCES ENTITLED SIGN ILLUSTRATION; ADOPTING A NEW UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER 1 GENERAL, CHAPTER 2 RELATIONSHIP TO THE COMPREHENSIVE PLAN, CHAPTER 3 DEFINITIONS, CHAPTER 4 ADMINISTRATION AND ENFORCEMENT, CHAPTER 5 PERMITS AND DEVELOPMENT APPROVALS, CHAPTER 6 NONCONFORMITIES, CHAPTER 7 VARIANCES, CHAPTER 8 ZONING, CHAPTER 9 GENERAL SITE DESIGN STANDARDS, CHAPTER 10 FLOOD DAMAGE PREVENTION, CHAPTER 11 SIGNS, CHAPTER 12 ADULT ENTERTAINMENT, CHAPTER 13 VACATION RENTAL LICENSE PROGRAM, CHAPTER 14 MARIJUANA DISPENSARIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Second Reading)*
5. APPLICATIONS BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT AND BOARDING PLATFORM ON AN EXISTING DOCK IN SLIPS B92, B96 AND C106 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.
6. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE COASTAL MANAGEMENT ELEMENT; AMENDMENT TO THE COASTAL HIGH HAZARD AREA MAP, AS MANDATED BY FLORIDA STATUTES 163.3178; IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163; FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(Second Reading)*

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 COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE 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 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.

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 VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

YVONNE P. HAMILTON, CMC
VILLAGE CLERK



**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, OCTOBER 24, 2017** AT 7:30 P.M. OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUESTS:

1. AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE
2. APPLICATIONS BY KIRK LOFGREN FOR INSTALLATION OF NEW BOATLIFTS AND BOARDING PLATFORMS ON AN EXISTING DOCK IN SLIPS B-63, B-90, B92, AND C-106 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.
3. AN APPLICATION BY P&O GLOBAL TECHNOLOGIES, INC. CONCERNING PROPERTY LOCATED AT 7918 WEST DRIVE, HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:
 - A. SITE PLAN APPROVAL PURSUANT TO SECTION 5.4(C) OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE FOR DEVELOPMENT OF A 34 UNIT, 240 FEET MULTI-FAMILY RESIDENTIAL STRUCTURE.
 - B. BUILDING HEIGHT BONUS APPROVAL PURSUANT TO SECTION 8.10(D)(5) OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE.
 - C. BONUS DENSITY PURSUANT TO SECTION 8.10(D)(6) OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE.
 - D. A SPECIAL USE EXCEPTION PURSUANT TO SECTION 9.30(5) OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE TO ALLOW 29 OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES.
 - E. A WAIVER ACCORDING TO SECTION 9.3(D)(2) OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE TO PERMIT TWO LOADING SPACES, INSTEAD OF THE THREE REQUIRED FOR THE DEVELOPMENT
 - F. A VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE LAND DEVELOPMENT CODE TO ALLOW THE CONSTRUCTION OF A PORTE COCHERE TO REDUCE THE REQUIRED FRONT YARD SETBACK TO FIVE FEET WHERE TWENTY FIVE FEET IS REQUIRED.
4. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE COASTAL MANAGEMENT ELEMENT; AMENDMENT TO THE COASTAL HIGH HAZARD AREA MAP, AS MANDATED BY FLORIDA STATUTES 163.3178; IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163; FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(Second Reading)*

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 COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33441. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE 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 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.

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 VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

YVONNE P. HAMMILTON, CMC
VILLAGE CLERK
(October 3, 2017)



North Bay Village

Administrative Offices


1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

NORTH BAY VILLAGE **MEMORANDUM**

DATE: November 2, 2017

TO: Mayor Connie Leon Kreps
Vice Mayor Eddie Lim
Commissioner Jose Alvarez
Commissioner Dr. Douglas N. Hornsby, M.D.
Commissioner Andreana Jackson

FROM: Frank K. Rollason 
Village Manager

SUBJECT: Appointment of Members to the Commission Advisory Boards

The following individuals have submitted applications for membership to the various Advisory Boards listed below:

Advisory Charter Review Board (Five Members)

Pursuant to Section 10.13 of the Village Charter, an Advisory Charter Review Board is to be created by the Commission with a minimum of five members with at least 1 representative from North Bay Island, 1 from Treasure Island, and 1 from Harbor Island.

North Bay Island

Alvin Blake, 7601 Coquina Drive
Laura Cattabriga, 7430 Center Bay Drive

Treasure Island

Dr. Paul Norris, 1690 S. Treasure Drive

Arts, Cultural & Special Events Board (Five Members)

Julianna Strout, 7800 Beach View Drive

Aniley Perez and Johnnie Walker were appointed to this Board.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

512

Youth & Education Services Board (Five Members)

Julianna Strout, 7800 Beach View Drive

Currently, there are no members on this Board.

In accordance with Section 32.02(B) of the Village Code, appointments shall be made by a majority vote of the Commission.

/yph

Attachments: Advisory Board Applications

Commission shall provide for a special election. Copies of the proposed or referred ordinance shall be made available at the Village Clerk's office.

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

G. *Results of election.*

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

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

ARTICLE VI. BOARDS

✓ **6.01. Advisory boards.**

The Commission may by ordinance establish advisory boards to assist the Commission or the

Village. Advisory board members must be either residents of the Village, or owners of businesses located within the confines of the Village, or designees of such business owners. Advisory Board members shall serve a two (2) year term concurrent with the regular scheduled election of the Commission. A majority of the members of each advisory board must be residents of the Village. The Commission may appoint ex officio non-voting members to the board who do not meet the requirements set forth above. The members of advisory boards shall serve without compensation and may be removed at any time by a majority vote of the entire Commission. The Commission may also terminate any advisory board at any time that it deems that such board has fulfilled its purpose. Any vacancy occurring on an advisory board shall be filled within 30 days of the occurrence of the vacancy, in the same manner as the original appointment.

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

6.02. Civil service.

A. *Civil Service Board.*

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

B. *Employees covered by collective bargaining agreement.*

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

6.03. Planning and Zoning Board.

- A. The Commission shall establish by ordinance a Planning and Zoning Board. Such ordinance shall provide the powers, duties, responsi-

(B) The Village Manager is designated and appointed as the head of the Police Department, Maintenance Department, Water Department, and Clerical Department of the Village. The Village Manager is hereby authorized, empowered, and instructed to direct the operations of each of the Departments.

(1964 Code, § 2-2; Ord. 118, passed 2-15-57)

§ 32.02 Vacancies of membership on Village Boards.

(A) Upon a vacancy, for any reason, of a Village Commission appointed membership on any Village Board, the Village Commission shall appoint a new member to fill the vacancy within 30 days of the occurrence of vacancy, or the next regular Village Commission meeting, whichever later occurs.

(B) Appointment of members to the various Boards of the Village, on their annual appointment or otherwise, shall be from a list of nominees. The Mayor and each Commissioner shall be entitled to nominate, without the necessity for a second, as many nominees as they desire. The Mayor and each Commissioner shall be entitled to vote for as many seats as are vacant and for which the Commission may make an appointment. The Mayor and the Commissioners shall vote by stating the names of their selections. Nominees receiving a vote from a majority of the Commission shall be appointed. Successive votes may be taken if required to select a nominee by a majority vote until each vacancy has been filled.

(C) If a member of any Board fails to attend two consecutive meetings without prior notification or fails to attend five meetings during a 12-month period, the Board, upon a majority vote, may request the Village Commission to remove the member and to appoint a successor for the unexpired term.

(Ord. 82-10, passed 12-22-82; Ord. No. 02-05, § 1, 3-12-02)

§ 32.03 Reserved.

Editor's note—Ord. No. 04-04, adopted Feb. 17, 2004, has been treated as superceding the provisions of § 32.03. Formerly, said section pertained to conclusion of term of all Village Boards as enacted by Ord. No. 83-09, adopted April 13, 1983; as amended.

§ 32.04 Reserved.

Editor's note—Ord. No. 04-04, adopted Feb. 17, 2004, has been treated as superceding the provisions of § 32.04. Formerly, said section pertained to nonresident appointments to Village Boards as enacted by Ord. No. 86-02, adopted May 27, 1986.

COMMUNITY ENHANCEMENT BOARD*

§ 32.10 Establishment.

In order to enhance the aesthetic appeal of this community by properly exercising its police power in accordance with the provisions of the Florida Home Rule Power Act, and recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further to preserve the quality of the environment which is a legitimate concern of the Village Commission, there is established a permanent Community Enhancement Board of the Village, it being understood that this Board and the powers and responsibilities granted it pursuant to this subchapter shall be in addition to any existing laws and remedies which presently exist or shall be enacted in the future.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.11 Composition.

There is hereby created the North Bay Village Community Enhancement Board which shall consist of five members who may reside at any location within the Village, or owners of businesses located within the confines, or designees of such business owners; all of whom shall serve for a period of two years concurrent with the regular scheduled election of the Commission as provided in Section 6.01 of the Charter.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

***Editor's note**—Ord. No. 04-04, adopted Feb. 17, 2004 amended ch. 32 by combining the provisions of the Beautification Board, §§ 32.10—32.13, with the Arts, Cultural and Special Events Board, §§ 32.55—32.60. Sections 32.55—32.60 have been renumbered as §§ 32.12—32.17 to conform to the numbering style of this Code.

10.11. Resolving conflicts within charter.

Should there be a conflict or apparent conflict in the provisions of any one section of this Charter or between two (2) or more sections thereof, then the Village attorney shall resolve such conflict or apparent conflict by a written ruling which shall be legal and binding unless invalidated by a court of competent jurisdiction. (Res. No. 2000-41, 11-8-00, Election of 11-7-00)

10.12. Severability clause.

If any section or part of section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply. (Res. No. 2000-41, 11-8-00, Election of 11-7-00)

10.13. Revision provision.

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

B. It shall be the duty of the Planning & Zoning Board, in cooperation with the Village Attorney, to continuously review the provisions of the zoning regulations, the Comprehensive Master Plan and the Zoning District Map and offer recommendations for the improvement thereof to the Village Commission at maximum intervals of five years commencing in 2013. (Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-36, 7-13-04, Election of 11-2-04;

Res. No. 2006-45, Pt. O, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

10.14. Violation.

Village officials and employees shall follow the provisions of this Charter. (Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

**ARTS, CULTURAL AND SPECIAL
EVENTS BOARD**

§ 32.60 Arts, Cultural and Special Events Board.

An Arts, Cultural and Special Events Board is hereby created which shall be composed of five members, appointed by the Village Commission to serve at the pleasure of the Commission without compensation. Each member shall be appointed by a majority vote of the Village Commission. (Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

§ 32.61 Qualification of members.

The members of the Arts, Cultural and Special Events Board shall be appointed and shall be qualified electors of the Village as defined in the Charter and shall also be and remain during their respective terms of office, residents of the Village. (Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07)

§ 32.62 Terms; vacancies; removed from office.

Members of the Board shall be appointed by the Village Commission for a term of two years. In the event that a vacancy shall occur on the Board by reason or resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.

Any member may be removed from the office by the Commission upon majority vote of the Commission. (Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

§ 32.63 Officers.

The Arts, Cultural and Special Events Board shall annually, each by majority vote, elect one of its members as Chairman and one of its members as Vice-Chairman. The Chairman shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his stead. The Village Manager is

directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own Secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Manager as to the attendance of the meeting and submit the minutes of its meetings to the Village Manager not later than two weeks after each meeting.

(Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

§ 32.64 Meetings; quorum; voting period.

(A) The Arts, Cultural and Special Events Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be open to the public. All meetings shall be publicly noticed to residents, homeowners, and property owners in accordance with the current practice of the Village Clerk in noticing meetings of the Village Commission. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.

(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

(Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

§ 32.65 Powers and duties.

(A) The Arts, Cultural and Special Events Board shall be charged with the duty and responsibilities to act in an advisory capacity to the Village Commission and Village Manager in matters pertaining to the delivery of the following human services:

- (1) Recreation and park planning activities.
- (2) Program financing and services.

- (3) Physical components of outdoor and indoor leisure, cultural and recreational activities to meet the needs of as many kinds of people as possible.
- (4) Social services and other human resources program planning with special emphasis on the needs of residents of the Village.
- (5) Cooperate with all other similar governmental agencies and all public or private organizations working for the same or similar objectives.

(B) The Board shall submit to the Village Manager and through him or her to the Village Commission interim reports as to the performance of its duties and responsibilities as set forth above. (Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

YOUTH AND EDUCATION SERVICES BOARD

§ 32.66 Youth and Education Services Board.

A Youth and Education Services Board is hereby created which shall be composed of five members appointed by the Village Commission to serve at the pleasure of the Commission without compensation. Each member shall be appointed by a majority vote of the Village Commission. (Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

§ 32.67 Qualification of members.

The members of the Youth and Education Services Board shall be appointed with one member having a professional background in education and shall be at least 15 years in age and shall also be and remain during their respective terms of office, residents of the Village.

Minors between the ages of 15—17 must obtain parental consent and must be accompanied to the meeting by a parent. (Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

§ 32.68 Terms; vacancies; removal from office.

(A) Members of the Board shall be appointed by the Village Commission for a term of two years to coincide with the Village's general election. In the event that a vacancy shall occur on the Board by reason of resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.

(B) Any member may be removed from the office by the Commission upon majority vote of the Commission. (Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

§ 32.69 Officers.

The Youth and Education Services Board shall annually, each by majority vote, elect one of its members as Chairman and one of its members as Vice-Chairman. The Chairman shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his stead.

The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own Secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Manager as to the attendance of the meeting and submit the minutes of its meetings to the Village Manager no later than two weeks after each meeting. (Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

§ 32.70 Meetings; quorum; voting period.

(A) The Youth and Education Services Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be open to the public. All meetings shall be publicly noticed to residents, homeowners, and property owners in accordance with the current

practice of the Village Clerk in noticing meetings of the Village Commission. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.

(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.
(Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

§ 32.71 Powers and duties.

(A) The Youth and Education Services Board shall be charged with the duty and responsibilities to act in an advisory capacity to the Village Commission and Village Manager in matters pertaining to the needs of the children and youth in the community including:

- (1) Recreation and park planning activities.
- (2) Physical components of outdoor and indoor leisure, cultural and recreational activities.
- (3) To advocate for the needs and involvement of the Village's children and youth in the community.
- (4) To promote the exchange of ideas and resources in order to better meet the needs of the children and youth in the Village.
- (5) To provide input and ideas as to educational programs and initiatives that affect the Village youth, including but not limited to the Treasure Island Elementary IB Program.

(Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

CITIZENS BUDGET AND OVERSIGHT BOARD

§ 32.72 Citizens Budget and Oversight Board.

A Citizens Budget and Oversight Board is hereby created which shall be composed of five

members appointed by the Village Commission to serve at the pleasure of the Commission without compensation. All members shall be appointed as provided in Section 32.02. The Board shall be composed of one member from North Bay Island, one member from Harbor Island, one member from Treasure Island, and two at-large members. (Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

§ 32.73 Qualification of members.

The members of the Citizens Budget and Oversight Board shall be appointed and shall be qualified electors of the Village as defined in the Charter. Qualified electors shall also be and remain during their respective term of office, residents of the Village and the geographic area they represent. Applicants must possess a Bachelor's Degree or higher in either Finance, Accounting, or Business Administration or equivalent or a minimum of four years' experience.

(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

§ 32.74 Terms; vacancies; removal from office.

(A) Members of the Board shall be appointed by the Village Commission, for a term of two years concurrent with the regular scheduled election of the Commission; however, in order to maintain continuity, members shall serve until the new Board is appointed after the election. Board members shall be appointed as soon as possible after new Commissioners are sworn in to office. In the event that a vacancy shall occur on the Board by reason of resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member, based on the original appointment process.

(B) Any member may be removed from the office by the Commission upon majority vote of the Commission.

(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

§ 32.75 Officers.

The Citizens Budget and Oversight Board shall annually, each by majority vote, elect one of its



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MSB: 8113 OCT 18 3:19PM

ADVISORY BOARD/COMMITTEE APPLICATION

NAME AL BLAKE DATE 10/16/17

MAILING ADDRESS 7601 COQUINA Drive

EMAIL ALBLAKE@EARTHLINK.NET TELEPHONE # 305-979-7604

VILLAGE RESIDENT: YES NO HOW MANY YEARS 52

BUSINESS OWNER: YES NO PAST OR PRESENT

NAME AND ADDRESS OF BUSINESS _____

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? N/A

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY BOARD	<input type="checkbox"/>	COMMUNITY ENHANCEMENT BOARD	<input type="checkbox"/>
ARTS, CULTURAL & SPECIAL EVENTS BOARD	<input type="checkbox"/>	PLANNING & ZONING BOARD	<input type="checkbox"/>
BUSINESS DEVELOPMENT ADVISORY BOARD	<input type="checkbox"/>	YOUTH & EDUCATION SERVICES BOARD	<input type="checkbox"/>
CITIZENS BUDGET AND OVERSIGHT BOARD	<input type="checkbox"/>	SPECIAL NEEDS ADVISORY BOARD	<input type="checkbox"/>
SIGNAGE REVIEW COMMITTEE	<input type="checkbox"/>	ADVISORY CHARTER REVIEW BOARD	<input checked="" type="checkbox"/>

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES NO MAYBE

ARE YOU A REGISTERED VOTER? YES NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

I WAS INVOLVED IN CONDOMINIUM PROPERTY MANAGEMENT for over 20 years - served as Village Commissioner for over 14 years and have served on many boards in the Village for over 35 years from 1978-2012 - Member - NB OPTIMIST CLUB

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

I Believe All That I LISTED ABOVE speaks to my BACKGROUND AND PAST CONTRIBUTIONS. THANK YOU.

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North Bay Village Voter is required (Voter Registration Card/Driver License/ID). Information submitted to the Village is deemed public records, except those specifically exempted by law.



North Bay Village

Administrative Offices

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ADVISORY BOARD/COMMITTEE APPLICATION

NAME Paul Norris DATE 10/24/17

MAILING ADDRESS 1690 S. Treasure Dr NBU

EMAIL p.norris@med.miami.edu TELEPHONE # 305-467-3245

VILLAGE RESIDENT: YES NO HOW MANY YEARS _____

BUSINESS OWNER: YES NO PAST OR PRESENT _____

NAME AND ADDRESS OF BUSINESS Miami Beach Gym
1690 S. Treasure Dr NBU

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? _____

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY BOARD	<input type="checkbox"/>	COMMUNITY ENHANCEMENT BOARD	<input type="checkbox"/>
ARTS, CULTURAL & SPECIAL EVENTS BOARD	<input type="checkbox"/>	PLANNING & ZONING BOARD	<input checked="" type="checkbox"/>
BUSINESS DEVELOPMENT ADVISORY BOARD	<input type="checkbox"/>	YOUTH & EDUCATION SERVICES BOARD	<input type="checkbox"/>
CITIZENS BUDGET AND OVERSIGHT BOARD	<input checked="" type="checkbox"/>	SPECIAL NEEDS ADVISORY BOARD	<input type="checkbox"/>
SIGNAGE REVIEW COMMITTEE	<input type="checkbox"/>	ADVISORY CHARTER REVIEW BOARD	<input checked="" type="checkbox"/>

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES NO

ARE YOU A REGISTERED VOTER? YES NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

I am presently on the budget and oversight and Planning & Zoning Board

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD/COMMITTEE AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

I have been a resident of NBU for over 20 years & have seen positive and negative influence

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North Bay Village Voter is required (Voter Registration Card/Driver License/ID). Information submitted to the Village is deemed public records, except those specifically exempted by law.

I feel that I can help positively influence the island.



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1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

BOARD/COMMITTEE APPLICATION

NAME Juliana Strait DATE 10-18-17
 MAILING ADDRESS 7800 Beachview drive, North Bay village, FL 33141
 EMAIL Juliana.clar Strait@gmail.com TELEPHONE # 857-207-2387
 VILLAGE RESIDENT: YES NO HOW MANY YEARS _____
 BUSINESS OWNER: YES _____ NO _____ PAST OR PRESENT _____
 NAME AND ADDRESS OF BUSINESS _____

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? _____

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY BOARD	<input type="checkbox"/>	COMMUNITY ENHANCEMENT BOARD	<input checked="" type="checkbox"/>
ARTS, CULTURAL & SPECIAL EVENTS BOARD	<input checked="" type="checkbox"/>	PLANNING & ZONING BOARD	<input checked="" type="checkbox"/>
BUSINESS DEVELOPMENT ADVISORY BOARD	<input checked="" type="checkbox"/>	YOUTH & EDUCATION SERVICES BOARD	<input checked="" type="checkbox"/>
CITIZENS BUDGET AND OVERSIGHT BOARD	<input checked="" type="checkbox"/>	SPECIAL NEEDS ADVISORY BOARD	<input checked="" type="checkbox"/>
SIGNAGE REVIEW COMMITTEE	<input type="checkbox"/>		

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO
 HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO
 HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES NO
 ARE YOU A REGISTERED VOTER? YES NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE: Please see attached

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)
please see attached

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form I, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North Bay Village Voter is required (Voter Registration Card/Driver License/ID).

Mayor **Connie Leon-Kreps** Vice Mayor **Eddie Lim** Commissioner **Jose Alvarez** Commissioner **Dr. Douglas N. Hornsby** Commissioner **Andreana Jackson**

October 18, 2017
North Bay Village Administrative Offices
1666 Kennedy Causeway, Suite 300
North Bay Village, FL, 33141

To whom it may it may concern,

Julianna Clare Strout is applying for a Board/Committee position. Please see below her answers to the requested questions from the application.

Please give a summary of your work and civic service experience:

I currently work for a general contractor and design firm in Miami. We specialize in retail, commercial, and residential. I have experience in managing budgets, operations and project coordination. I have an understanding of how the cities guidelines and processes for what a new business or resident will have to follow. I also volunteer for a multitude of different non for profits. As a board member with these organizations I assist with fundraising and event planning. I have no only assisted them with planning their events, but assisted in grant applications to receive funding to support these amazing organizations.

Please comment on how you think your background qualifies you to serve on this board and what you may be able to contribute:

I have experience in establishing and maintaining budgets and fundraising for local organizations. I care deeply about improving the lives around me in my neighborhood. I can contribute not only my business expertise, but a positive can do attitude. I can be an asset to any board that I am a part of. I was a former Miss America Contestant and know what it takes to be a strong member of your community. I would represent any board if chosen to the best of abilities to achieve any of their goals set forth.

Kindest Regards,

Julianna Clare Strout



North Bay Village

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 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
 Tel: (305) 756-7171 Fax: (305) 756-7722 Website:
 www.nbvillage.com

ADVISORY BOARD/COMMITTEE APPLICATION

NAME Laura Cattabongia DATE 11/3/2017
 MAILING ADDRESS 7430 Center Bay Drive
 EMAIL Laura.Cattabongia@gmail.com TELEPHONE # 305-481-5588
 VILLAGE RESIDENT: YES NO HOW MANY YEARS 14 years
 BUSINESS OWNER: YES NO PAST OR PRESENT
 NAME AND ADDRESS OF BUSINESS _____

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? _____

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY BOARD	<input type="checkbox"/>	COMMUNITY ENHANCEMENT BOARD	<input type="checkbox"/>
ARTS, CULTURAL & SPECIAL EVENTS BOARD	<input type="checkbox"/>	PLANNING & ZONING BOARD	<input type="checkbox"/>
BUSINESS DEVELOPMENT ADVISORY BOARD	<input type="checkbox"/>	YOUTH & EDUCATION SERVICES BOARD	<input type="checkbox"/>
CITIZENS BUDGET AND OVERSIGHT BOARD	<input type="checkbox"/>	SPECIAL NEEDS ADVISORY BOARD	<input type="checkbox"/>
SIGNAGE REVIEW COMMITTEE	<input type="checkbox"/>	ADVISORY CHARTER REVIEW BOARD	<input checked="" type="checkbox"/>

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO
 HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO
 HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES NO
 ARE YOU A REGISTERED VOTER? YES NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

Professional: 20+ years Business Mgmt. & strategy (see resume attached)

Civic: Chair Budget & Oversight Board Vice Chair: Business Devt. Board

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

I am passionate about improving transparency, accountability & professionalism in our village. I want our residents to have trust in our officials and it starts with clear/fair and appropriate ground rules -- our Charter.

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

LAURA H. CATTABRIGA

7430 Center Bay Drive
North Bay Village, FL 331471
305.481.5588 laura.cattabriga00@gmail.com

SENIOR OPERATIONS, STRATEGY and BUSINESS DEVELOPMENT EXECUTIVE with experience starting, growing and fixing companies

LEADERSHIP COMPETENCIES: Strategic Planning & Growth; Corporate Problem Solving; Business Plan Development; Finance Management; Team Building; Business Development; Presentation and Corporate Communications

PROFESSIONAL EXPERIENCE

Chief Operating Officer
Finnieston Group / BioSulptor Corporation

June 2012-present

The Finnieston Group manufactures custom orthotic and prosthetic devices; manufactures and markets Maramed Orthopedic prefabricated bracing solutions; designs and implements CAD/CAM solutions; and provides boutique clinical services to patients from around the world.

Accomplishments:

Finance:

- Managed complete overhaul of Finance and Accounting department including hiring of new Controller and accounting staff and transitioning company from outdated DOS based accounting software to SAGE 50.
- Worked with Controller to develop and implement business restructuring plan to cut costs, return to profitability and transition from family ownership. Initial profitability goals were achieved in 12 months.

Operations:

- Instituted new program of management meetings to review business unit performance, create strategic objectives, plan sales activities and address issues in a proactive manner.
- Implemented new policies to improve accountability, communication and efficiency between functional areas.
- Oversaw the implementation of new safety review and management program.

Human Resources:

- Hired several new critical employees including Controller, Clinical Office Manager, Prosthetist/Partner, and other key staff members.
- Implemented new employee performance review program. This had not been done for over ten years. Program included creation/verification of job descriptions, individual goal creation, in-person review meetings and compensation review.
- Implemented several new workplace policies to improve morale, ensure safety and improve compliance with applicable laws.

Marketing / Education:

- Represented companies at all major industry events and met with customers to win and grow business.
- Oversaw the rebranding of Maramed Orthopedic product line including the creation of a fresh logo and new marketing material.
- Implemented use of innovative web marketing campaign and use of social media to promote clinical business.
- Overhauled product educational program including the redesign of two-day course, follow-up education and regular customer communication.

Founder, President, Entrepreneur
Core Orthopaedics

July 2012 - Present

Start-up orthopedic device company currently developing a full line of trauma implants.

Accomplishments to date:

- FDA 510(k) clearances for three classes of trauma implants
- Creation of Medical, Engineering and Manufacturing team
- Preliminary product designs and drawings

VP Finance, Strategy and Investor Relations
Internal Fixation Systems Inc (OTC-QB: IFIX)

October 2010 – April 2012

Start-up orthopedic implant company dedicated to cutting the cost of common trauma implants by 50%

Finance:

- Managed bookkeeping, budgets, accounts payable and accounts receivable.
- Worked with auditors, attorneys and outside accountants to prepare all required SEC filings.
- Maintained critical corporate documents.
- Managed payroll and human resources.

Strategy / Operations

- Attended all Board meetings and kept required Board documentation.
- Worked with Senior Management Team to develop corporate strategy and product plans.
- Served as "Driver in Chief" to ensure goals were met, problems were resolved and plans moved forward at the appropriate pace.

Investor Relations:

- Represented company at institutional and private investor meetings.
- Created investor and company materials including business plans, presentations, website and marketing materials.
- Maintained all critical investor documentation.

Principal
Dresnick Healthcare Advisors

February 2008 – October 2010

Healthcare Advisory and Management Consulting Firm

- Conducted management review, provided interim business management services and helped recruit new management staff for 7 man cardiology practice, and skin cancer screening company.
- Assisted Community Board of Fisherman's Hospital (Marathon, FL) to develop new management strategy which led to hiring of new hospital management company. This project included creation of proposal and bid process; assistance screening proposals per Board defined criteria; creation of Community Relations Program to ensure local support; and recommendations to improve the transition process.
- Helped physician practices to create new services, improve marketing and branding; and create websites.

Business Development
2008 Surgem of Florida

January 2007 - May

Owner and Manager of Ambulatory Surgical Centers

- Recruited physician investors to new and existing ambulatory surgical centers in Florida.
- Acted as liaison between surgeon investors and Surgem management to solve problems and grow surgical case volume.
- Worked with Surgem of Florida CEO to qualify new projects and conduct due diligence.

Managing Director

2005-2007

Polaris Business Advisors

- Owned and managed a consulting company providing business advisory services to small businesses.
- Services offered included: strategic planning, interim management, sales and marketing strategy, and recruiting.

Senior Consultant Business Services

1998-2002

Telcordia Technologies

Leading provider of telecommunications technology, engineering, software and business consulting services.

- Provided strategy, business plan development, and marketing services to telecommunications companies in the U.S. and Latin America.
- Worked closely with staff and executives to develop marketing plans and regularly presented recommendations to C-level executives.

EDUCATION

M.A. International Development and Business – George Washington University, Washington, DC 1997

B.A Political Science and Spanish – Denison University, Granville, OH 1991

Citizens Budget & Oversight Advisory Board, Chair, North Bay Village, FL

Business Advisory Board, City of North Bay Village, FL

Guardiem Ad Litem Volunteer, Miami Dade County

Former Job Readiness Volunteer, Episcopal Migration Ministries (refugee resettlement organization)

Former Board Member Montessori Academy at St. Johns, Miami Beach



NORTH BAY VILLAGE POLICE



RECOMMENDATION MEMORANDUM

1666 John F Kennedy Causeway
Suite #300
North Bay Village, FL 33141

Phone: 305.758.2626
www.NBVillage.com

Carlos E. Noriega
Chief of Police

13B

DATE: October 30, 2017

TO: Mayor Connie Leon Kreps
Vice Mayor Eddie Lim
Commissioner Jose R. Alvarez
Commissioner Dr. Douglas N. Hornsby
Commissioner Andreana Jackson

RECOMMENDED BY: Frank Rollason, Village Manager

PRESENTED BY STAFF: Carlos Noriega, Police Chief

SUBJECT: November 14th, 2017 Commission Meeting Agenda – Citizens' Crime Watch 42nd Annual Awards Ceremony.

RECOMMENDATION:

It is recommended that the Village Commission approve the expenditure of \$600 to purchase one table for attendance at the Citizens' Crime Watch Annual Awards Gala; amending the FY 2018 General Operating Budget by transferring funds from the General fund unreserved fund balance.

BACKGROUND:

The mission of the Citizens' Crime Watch of Miami-Dade County is to honor the dedicated Law Enforcement community and Residents of Miami-Dade County, as well as to provide funding to improve the safety of the residents through crime prevention efforts. The Citizens' Crime Watch of Miami-Dade County is holding the 42nd Annual Award Ceremony on December 15, 2017.

BUDGETARY IMPACT:

\$600 will be transferred from the Unreserved Funds 001.19.019.5340 to the General Funds.

PERSONNEL IMPACT:

There will be no personnel impact.

CONTACT:

Carlos Noriega, Chief of Police

Ana Gonzalez

From: Carlos Noriega
Sent: Monday, September 18, 2017 6:49 PM
To: Ana Gonzalez
Subject: FW: **RE-SCHEDULED** - CITIZENS CRIME WATCH AWARDS CEREMONY
Attachments: Awards Ceremony Rescheduled.pdf

Ana,

Please reschedule on my calendar. Thanks,

From: MDCACP President [<mailto:dadechiefsinfo@gmail.com>]
Sent: Monday, September 18, 2017 11:55 AM
To: Hector Garcia
Subject: **RE-SCHEDULED** - CITIZENS CRIME WATCH AWARDS CEREMONY

HIS EMAIL IS SENT ON BEHALF OF MDCACP PRESIDENT RALEIGH FLOWERS

To: MDCACP MEMBERS

The Citizens Crime Watch Awards Ceremony has been re-scheduled for Friday, December 15, 2017. Please see attached flyer for details.

Thank you in advance for your cooperation.



CITIZENS'

CRIME WATCH OF MIAMI-DADE CO., INC.

Committed to preventing and reducing crime
for over 42 years in our community

Save the date to Celebrate its

42nd Annual Awards Ceremony



Friday, September 22, 2017 at 6:00 PM

6:00 PM RECEPTION • 7:00 PM AWARDS • PRESENTATION & DINNER

DoubleTree by Hilton Miami Airport & Convention Center

Blessed are the Peacemakers for they are our protectors

Keynote Speaker:

Amos Rojas
US Marshal
Southern District of Florida

Master of Ceremony:

DJ Kenny Walker
Morning Show
102.7 The Beach

Honorary Event Chair: Jose "Pepe" Diaz
Miami-Dade Board of County Commission

For Sponsorship, Tickets & Ads Contact:
Vivian Havlin at Vivian@citizenscrimewatch.org
or visit www.citizenscrimewatch.org to register

Honoring Our Law Enforcement & Crime Watch Community



**CITIZENS' CRIME WATCH
OF MIAMI-DADE COUNTY, INC.**

Committed to preventing and reducing crime for 42 years in our community.

We need you to help stop crime!

Citizens' Crime Watch is the telephone repairman, the newspaper-boy, the postman, the elevator operator, the professional, the secretary, the housewife, the merchant, the shopper, the anonymous person who sees but is not seen and who knows what to do when he or she sees something suspicious.

Citizens' Crime Watch is a countywide program that operates most effectively at the neighborhood level. It presents the unpaid "eyes and ears" of the police department; telephoning the police at the first hint of suspicious incident.

All a person needs to join Citizens' Crime Watch is a concern for their neighbors, willingness to give some time to learn how to be effective, and to participate in a continuing organized effort to stop crime before it starts. If you have the motivation to want to make your neighborhood safer, you should join Citizens' Crime Watch today.

In many communities where there is strong Citizens' Crime Watch participation, where homes display a Citizens' Crime Watch decal, and where signs are displayed on street corners, crime has dropped. Citizens' Crime Watch organizes neighborhood of single family homes, apartment complexes, and gated communities throughout Miami-Dade County and its municipalities. It educates residents in crime prevention techniques, personal safety, and crime trends in English, Spanish and Creole. In addition it helps residents learn about their local police department's needs and establishes a working relationship with them.

In 1979, Youth Crime Watch of Miami-Dade County was formed, in order to foster a safe school environment by impacting student well-being through awareness and involvement. At the school level, we focus on reporting crimes, school violence prevention, bullying & cyberbullying prevention, personal safety, stranger danger, drug prevention, sexting prevention and more. Safety materials are disseminated to students, teacher, and counselors to reinforce the education.

Each year Citizens' Crime Watch organizes an Annual Awards Ceremony to celebrate our success, but most importantly to recognize all the residents, law enforcement, students, school advisors and principals who worked hard throughout the year to improve their communities and schools.

It is at this point that we request financial help from business and prominent residents in order to make this event successful. We need you! We need to continue to motivate everyone in their effort to make the community safer.

Table Registration Form

DoubleTree by Hilton Miami Airport and Convention Center
711 NW 72nd Avenue, Miami, FL 33126
Friday, September 22, 2017
6:00 PM Reception - 7:00 PM Awards Ceremony & Dinner

_____ \$60.00 per person
① Organization Table: \$600.00 (10 seats)

Please accept my contribution of \$ 0 to help support the Citizens' Crime Watch and Youth Crime Watch of Miami-Dade County.*

Name Carlos Noriega Title Chief of Police
Company / Organization North Bay Village Police Dept.
Address 1666 Kennedy Cswy Ste 300
City / State / Zip North Bay Village, FL 33141
Telephone 305-758-2626 Fax 305-754-6832
E-Mail C.noriega@nbvillage.com

Please return this form before **Friday, September 15, 2017** with payment to insure seating.

Payments in the form of Checks or Credit Cards:

Make check payable to:

CITIZENS' CRIME WATCH OF MIAMI-DADE COUNTY

1515 N.W. 79th Avenue, Doral, Florida 33126
Telephone: 305-470-1670 Fax: 305-470-1676
E-Mail: vivian@citizenscrimewatch.org
www.citizenscrimewatch.org

Or PayPal through our Website

* Citizens' Crime Watch of Miami-Dade is a non-profit tax exempt organization under Section 501(c)(3) of the Internal Revenue Code Tax ID: 59-1629766