



## 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](http://www.nbvillage.com)

**REVISED**  
**OFFICIAL AGENDA**  
**REGULAR VILLAGE COMMISSION MEETING**  
**VILLAGE HALL**  
**1666 KENNEDY CAUSEWAY, #101**  
**NORTH BAY VILLAGE, FL 33141**  
**TUESDAY, MAY 8, 2018**  
**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).

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**1. CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**2. A. PROCLAMATIONS AND AWARDS**

- 1. PLAQUE**  
**CLEMENTINE BERRY (“TINA”)**  
**U.S. POSTAL WORKER**

**B. SPECIAL PRESENTATIONS**

**C. ADDITIONS AND DELETIONS**

**3. GOOD & WELFARE**

**4. VILLAGE COMMISSION’S REPORT**

**5. GRANT WRITER’S REPORT**

**6. ADVISORY BOARD REPORTS**

**A. ADVISORY CHARTER REVIEW BOARD**

**B. ARTS, CULTURAL & SPECIAL EVENTS BOARD**

- C. ANIMAL CONTROL ADVISORY BOARD
  - D. BUSINESS DEVELOPMENT ADVISORY BOARD
  - E. CITIZENS BUDGET & OVERSIGHT BOARD
  - F. COMMUNITY ENHANCEMENT BOARD
  - G. PLANNING & ZONING BOARD
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, APPROVING THE EXPENDITURE OF \$6,400 TO C&L GRAPHICS FOR THE RESTORATION OF THE ENTRYWAY MONUMENT SIGNS AT THE ENTRANCES TO NORTH BAY, HARBOR, AND TREASURE ISLANDS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)*  
  
The proposed Resolution will authorize the repair and replacement of decorative letters on some of the monument signs in the Village.
  - B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO APPROPRIATE \$439 IN THE FY 2019 BUDGET TO FUND THE COST OF AGENDA PLANNERS FOR TREASURE ISLAND ELEMENTARY SCHOOL STUDENTS; SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)*  
  
The proposed Resolution will approve funding for the Village's cost of agenda planners for TIES students. The cost will be shared between the school, the City of Miami Beach, and the Village.
  - C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO APPROPRIATE \$750 IN THE FY 2019 BUDGET TO FUND THE ADL "NO PLACE FOR HATE" PROGRAM AT TREASURE ISLAND ELEMENTARY SCHOOL; SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)*

The proposed Resolution will approve funding for the Village's cost to continue the "No Place for Hate" program at TIES.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT, FOR THE PURPOSE OF PROVIDING MASS NOTIFICATION SERVICES; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will authorize an agreement with the State, through Everbridge, Inc., to provide emergency notification to the citizens. This system will replace CodeRED.

- 1.) **Commission Action**

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

- A. AN AMENDMENT TO THE NORTH BAY VILLAGE COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT, CREATING A TRANSFER OF DENSITY PROGRAM TO ALLOW TRANSFER OF DENSITY FROM VILLAGE OWNED PROPERTIES TO PROPERTIES IN THE MULTI-FAMILY HIGH DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND COMMERCIAL FUTURE LAND USE CATEGORY, PROVIDING FOR AN INCREASED MAXIMUM DENSITY ALLOWED FOR PROPERTIES IN THE COMMERCIAL FUTURE LAND USE CATEGORY WITH DIRECT ACCESS TO KENNEDY CAUSEWAY. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL) - PUBLIC HEARING**

The proposed amendment will enable the existing transfer of density program to permit allocation of density up to 100 dwelling units per acre only, for properties in the Commercial Future Land Use Category with direct access to Kennedy Causeway.

- 1.) **Commission Action**

- B. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 32 OF THE NORTH BAY VILLAGE CODE BY REVISING SECTION 32.02 ENTITLED "VACANCIES OF MEMBERSHIP ON VILLAGE BOARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; PROVIDING FOR REPEAL, AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER EDDIE LIM)**

The proposed Ordinance will prohibit the Commission from appointing or nominating any member, who is the subject of a felony criminal investigation to fill a vacancy on any Village Advisory Board, and will require the member of any Board to resign if arrested and charged with a felony.

- 1.) **Commission Action**

- C. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING ITS PROPORTIONATE SHARE OF FUNDING FOR A SCHOOL REGISTERED NURSE FOR TREASURE ISLAND ELEMENTARY SCHOOL; BUDGETING AND APPROPRIATING FUNDS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will approve the Village's share to fund the cost of a Registered Nurse at Treasure Island Elementary School.

1.) **Commission Action**

- D. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE EXECUTION AND DELIVERY OF A CAPITAL ASSET ACQUISITION TAXABLE NOTE, SERIES 2018 IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,400,000 FOR THE PURPOSE OF (I) PAYING OR PROVIDING REIMBURSEMENT FOR THE COSTS OF ACQUIRING PROPERTY LOCATED AT 1335 N.E. 79TH STREET CAUSEWAY WITHIN THE VILLAGE AND (II) PAYING CERTAIN COSTS OF ISSUANCE OF THE SERIES 2018 NOTE; FIXING CERTAIN DETAILS OF THE SERIES 2018 NOTE, INCLUDING THE SECURITY FOR THE PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND PROVIDING FOR THE ISSUANCE OF THE SERIES 2018 NOTE THEREUNDER; ACCEPTING THE PROPOSAL OF PNC BANK, NATIONAL ASSOCIATION FOR THE PURCHASE OF THE SERIES 2018 NOTE PURSUANT TO A NEGOTIATED SALE BY PRIVATE PLACEMENT; MAKING CERTAIN FINDINGS AS TO THE NECESSITY OF A NEGOTIATED SALE; AUTHORIZING OFFICIALS OF THE VILLAGE TO TAKE ALL NECESSARY ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2018 NOTE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will approve a plan of financing to purchase the Sakura property.

1.) **Commission Action**

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.

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**

A. **DISCUSSION, VILLAGE CLERK, EMPLOYMENT AGREEMENT WITH THE VILLAGE (MAYOR CONNIE LEON KREPS)**

1.) **Commission Action**

B. **HARBOR ISLAND PARKING DECAL FEE INCREASE (COMMISSIONER EDDIE LIM)**

1.) **Commission Action**

14. **APPROVAL OF MINUTES – COMMISSION MEETING**

A. **REGULAR COMMISSION MEETING – APRIL 10, 2018**

B. **SPECIAL COMMISSION MEETING – APRIL 18, 2018**

1.) **Commission Action**

15. **ADJOURNMENT**

North Bay Village  
Active Grants

# Agenda Item 5

Project Category	Funder Name	Project Title	Contract #	Contract Period	Purpose	Award Amount	Match Required	Reporting Frequency	Has Project Started?	Amount Spent	Amount Reimbursed	Next Steps	
1	Stormwater	Florida Department of Environmental Protection (TMDL)	North Bay Village Drainage Improvement Project	NS020	7/1/2016 - 6/30/2021	Repair/Replacement of catch basins and drainage improvements	\$ 150,000.00	\$ 150,000.00	Quarterly	Yes			The Village executed contract with RicMan in December 2017.
2	Stormwater	Florida Department of Environmental Protection (Legislative Appropriation)	North Bay Village Storm Water Phase II Improvements	LP13044	6/1/2016 - 12/31/2019	Install 13 Flex Valves at Village Outfalls starting in Treasure Island	\$ 225,000.00	\$0	At time of Reimbursement Request	Yes			The Village executed contract with RicMan in December 2017. Outfalls are expected to be installed by September 2018
3	Stormwater	South Florida Water Management District	North Bay Village Outfall Improvement Project	4600003548	10/1/2016 - 10/31/2018	Installation of Flex Valves at Village Outfalls starting in Treasure Island	\$ 150,000.00	\$150,000	Quarterly	Yes			The Village executed contract with RicMan in December 2017. Outfalls are expected to be installed by September 2018.
4	Baywalk Construction	Florida Department of Transportation	Baywalk Plaza Construction (North)	Pending Completion of LAP Process	FY2020-21	Construction of the Baywalk Plaza Area (North)	\$ 1,000,000.00	Any amount above \$1 Million	Quarterly	No			The Village is still in the process of obtaining LAP Certification. All tasks have been completed and paperwork submitted to FDOT. Pending final decision.
5	Boardwalk Design	Florida Inland Navigation District	Baywalk/Boardwalk Planning and Design	DA-NBV-16-196	10/1/2016 - 9/30/2018	Design and Permitting of Boardwalk	\$ 100,000.00	\$ 100,000.00	Quarterly	Yes			Design is underway, the Village is now in the process of obtaining site control, and will not be able to seek permitting or begin construction without it. The Village will not be reimbursed for any work until a Contract for Construction of the Boardwalk is signed.
6	Baywalk Construction	Florida Inland Navigation District	Baywalk Plaza Construction	DA-NBV-15-194	10/21/2016 - 09/30/2018	Construction of Baywalk Plaza (South Side)	\$ 200,000.00	\$ 200,000.00	Quarterly	Yes			Construction is underway and a portion of construction is expected to be completed by September 2018. The Village has applied to FIND for additional funding.
7	Youth	The Children's Trust	Our Kids Our Treasure Youth Program	N/A	8/1/16 - 7/31/17	Trust afterschool program	\$ 169,256.28	Any amount over the contract	Monthly	Yes	N/A	N/A	Grant management and reporting is conducted by the Village. The new application for funding was submitted on 1/30/2018
10	Police	University of South Florida CUTR	High Visibility Enforcement	PO 244596	10/1/2017-5/15/2018	Overtime hours for officers to conduct increased education and enforcement along JFK	\$ 2,000.00	\$0	Monthly	Yes	\$866.79	\$866.79	There is a balance of \$1,133.21 remaining on this grant until May 15, 2018. The Police Department is unsure that they will be able to spend it
						<b>Total: \$1,996,256.28</b>							

BellTower Consulting Group, LLC

Last Updated 4/26/2018

# Agenda Item 9A



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:** May 8, 2018

**TO:** Mayor Connie Leon-Kreps  
Vice Mayor Andreana Jackson  
Commissioner Jose R. Alvarez  
Commissioner Laura Cattabriga  
Commissioner Eddie Lim

**RECOMMENDED BY MANAGER:** Marlen Martell, Village Manager 

**PRESENTED BY:** Diego M. Lopez, Office of Capital Improvement Projects

**SUBJECT:** C&L Graphics – Quote No. 180426 – Monument Signs at North Bay Village

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### **RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution authorizing the Village Manager to execute the attached C&L Graphics (C&L), proposed Quote No. 180426 entitled “North Bay Village Monument Sign” for a lump sum amount of \$6,400.00. This service will allow for the restoration of the entryway monument signs and the beautification of the Village.

### **BACKGROUND:**

A number of the decorative letters on some of the monument signs located at the entryway to North Bay Island, Harbor Island, and Treasure Island have been misplaced due to high-winds and vandalism.

In an effort to replace the misplaced letters, the Village contracted with C&L to fabricate the replacement letters, which at the time amounted to three letters. The prototypes prepared by C&L were not a match to the existing lettering due to the weathering of the material. As such, it was proposed to replace the lettering on one side of two of the four monuments and salvage the remaining letters so that these can serve as surplus.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreana Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 9A

## FINANCIAL IMPACT:

The quote in the total amount of \$6,400.00. The funds to cover this effort are available through Account 112.18.541.4605 Repair and Maintenance of ROW.

## PERSONNEL IMPACT:

None.

## CONTACT:

Diego Lopez, P.E., Office of Capital Improvement Projects



# Agenda Item 9A



## 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 27, 2018

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

**FROM:** Marlen D. Martell, MPA, CFM   
Village Manager

**SUBJECT:** Introduction of Resolution

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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 EXPENDITURE OF \$6,400 TO C&L GRAPHICS FOR THE RESTORATION OF THE ENTRYWAY MONUMENT SIGNS AT THE ENTRANCES TO NORTH BAY, HARBOR, AND TREASURE ISLANDS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE.**

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

MDM:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 9A

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE EXPENDITURE OF \$6,400 TO C&L GRAPHICS FOR THE RESTORATION OF THE ENTRYWAY MONUMENT SIGNS AT THE ENTRANCES TO NORTH BAY, HARBOR, AND TREASURE ISLANDS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

**WHEREAS**, a number of the decorative letters on some of the monument signs located at the entryway to North Bay Island, Treasure Island, and Harbor Island have been damaged due to high winds and vandalism; and

**WHEREAS**, the Village has received a price quote from C&L Graphics to fabricate the replacement letters at a cost of \$6,400.

**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. Approval of the Proposal.** Quote No. 180426 dated April 26, 2018 from C&L Graphics attached hereto as Exhibit 1, to fabricate the replacement letters for the Village entry signs, at a lump sum cost of \$6,400 is hereby approved.

**Section 3. Authorization of Village Officials.** The Village Manager is authorized to carry out the aims of this Resolution.

**Section 4. 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:

# Agenda Item 9A

## FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps \_\_\_\_\_  
Vice Mayor Andreana Jackson \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Laura Cattabriga \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

**PASSED AND ADOPTED** this 8th day of May 2018.

\_\_\_\_\_  
Connie Leon-Kreps, Mayor

## ATTEST:

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

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

\_\_\_\_\_  
Norman C. Powell, Esq.  
Village Attorney

# Agenda Item 9A



**C&L GRAPHICS**  
consulting • design • printing • advertising

2355 NW 70th Avenue / Suite D12 / Miami, FL 33122  
T. 786.877.5522 / F. 786.513.0132  
E. carlos@candlgraphics.com

## Quote

### BILL TO

North Bay Village  
1700 Kennedy Causeway Suite 132  
North Bay Village FL 33141  
Attn: Bert Wrains

### SHIP TO

North Bay Village  
1700 Kennedy Causeway Suite 132  
North Bay Village FL 33141  
Attn: Bert Wrains

P.O. NO.	QUOTE No.	QUOTE DATE	REP.	ORDER No.	SHIP VIA
Bert	180426	04/26/2018	CR		Installed

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT
Signs	<p><b>"NORTH BAY VILLAGE MONUMENT SIGN"</b> Letters to immitate existing signage Replacing 2 Island entrance monument signs City names on one side only. Including removal and installation.</p> <p>Installation in 14-21 working days approx.</p> <p>Permits not included</p>	2	3200.00	\$6,400.00
<p><b>All jobs need a 50% deposit at the time of ordering and 50% at the time of delivery.</b></p> <p>Please make checks payable to: C&amp;L Graphics, Inc.</p>				
<b>TOTAL</b>				<b>\$6,400.00</b>

*Thank You for your business*

# Agenda Item 9B



North Bay Village

Administrative Offices

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

[www.nbvillage.com](http://www.nbvillage.com)

## NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

**DATE:** April 26, 2018

**TO:** Mayor Connie Leon-Kreps  
Vice Mayor Andreana Jackson  
Commissioner Jose R. Alvarez  
Commissioner Laura Cattabriga  
Commissioner Eddie Lim

**RECOMMENDED BY MANAGER:** Marlen D. Martell, MPA, CFM  
Village Manager

**PRESENTED BY:** Marlen D. Martell, MPA, CFM  
Village Manager

**SUBJECT:** Funding for Student Agenda Planners

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### RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the appropriation of \$438.55 in the FY 2019 Budget to cover the cost of Agenda Planners for Treasure Island Elementary School Students.

### BACKGROUND:

Treasure Island Elementary School (TIES) provides Agenda Planners to their students, which includes a calendar for the school year to assist with keeping track of their assignments, and to learn time management. The planner contains a calendar for the school year, as well as various information about the school and the cities.

This year TIES will order 490 agendas, each costing \$2.79, for total cost of \$1,367.10. The school contributes \$1 per agenda, which leaves an amount of \$877.10; which will be split evenly between the City of Miami Beach and North Bay Village, bringing NBV cost to \$438.55.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreana Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 9B

## FINANCIAL IMPACT:

Four Hundred Thirty-Eight Dollars and Fifty-Five Cents (\$438.55) will be appropriated in the FY 2019 Budget.

## PERSONNEL IMPACT:

None.

## CONTACT:

Marlen Martell, Village Manager

# Agenda Item 9B



## North Bay Village

Administrative Offices

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

### MEMORANDUM North Bay Village

**DATE:** April 27, 2018

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

**FROM:** Marlen D. Martell, MPA, CFM  
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 APPROPRIATE \$439 IN THE FY 2019 BUDGET TO FUND THE COST OF AGENDA PLANNERS FOR TREASURE ISLAND ELEMENTARY SCHOOL STUDENTS; SETTING AN EFFECTIVE DATE.**

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

MDM:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 9B

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER TO APPROPRIATE \$439 IN THE FY 2019 BUDGET TO FUND THE COST OF AGENDA PLANNERS FOR TREASURE ISLAND ELEMENTARY SCHOOL STUDENTS; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

**WHEREAS**, agenda planners are provided to students in order to create organization; and

**WHEREAS**, Treasure Island Elementary School (TIES) will purchase 490 Agenda Planners for their students for the 2018-2019 School Year; and

**WHEREAS**, the cost will be shared by TIES, City of Miami Beach, and North Bay Village; and

**WHEREAS**, North Bay Village portion is \$438.55; and

**WHEREAS**, the Village Commission finds that participating in the purchase of agenda planners for the Village's students will enhance their organizational development.

**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 and confirmed.

**Section 2. Village Manager Authorized.** The Village Manager is authorized to appropriate \$439 in the FY 2019 General Operating Budget to fund the Village's cost of Agenda Planners for Treasure Island Elementary School students.

**Section 3. Effective Date.** This Resolution shall be effective 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:



# Agenda Item 9B

## FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps \_\_\_\_\_  
Vice Mayor Andreana Jackson \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Laura Cattabriga \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

PASSED and ADOPTED this 8<sup>th</sup> day of May 2018.

\_\_\_\_\_  
Connie Leon-Kreps, Mayor

## ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF NORTH BAY VILLAGE

\_\_\_\_\_  
Norman C. Powell, Esq.  
Village Attorney

North Bay Village Resolution: \$439 for Agenda Planners for TIES Students

# Agenda Item 9B

**Yvonne Hamilton**

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**From:** Marlen Martell  
**Sent:** Wednesday, April 25, 2018 11:51 PM  
**To:** Yvonne Hamilton  
**Cc:** Norman Powell; Ana Deleon (adeleon@nbvillage.com)  
**Subject:** FW: Nurse Enhancement Initiative Behavioral Health Services MOU 2018-19 School Year

Yvonne,

Below is the information regarding the Nurse MOU. I will try to work on it tomorrow for the Commission meeting.

Thanks,  
M

-----Original Message-----

**From:** Julit Miller  
**Sent:** Wednesday, April 25, 2018 2:43 PM  
**To:** Rosenfeld, Leslie  
**Cc:** Marlen Martell; Allu, Ivan  
**Subject:** RE: Nurse Enhancement Initiative Behavioral Health Services MOU 2018-19 School Year

Thank you for providing this information. We will be in touch with you as we complete this agenda item.

[jmiller@nbvillage.com](mailto:jmiller@nbvillage.com)

-----Original Message-----

**From:** Rosenfeld, Leslie [<mailto:LeslieRosenfeld@miamibeachfl.gov>]  
**Sent:** Wednesday, April 25, 2018 1:43 PM  
**To:** Julit Miller  
**Cc:** Marlen Martell; Allu, Ivan; Rosenfeld, Leslie  
**Subject:** RE: Nurse Enhancement Initiative Behavioral Health Services MOU 2018-19 School Year

**Mental Health:**

North Bay Village provides funding in the amount of \$6,600.00 (total cost is \$33,000 which is divided into three equal parts plus \$7,000 from the chamber). NBV pays 60% of the cost, the City of Miami Beach covers 40% of the cost for Treasure Island. This provides 1 day of a mental health professional per week. If there is an interest to add an additional day, as Miami Beach is adding a day to elementary school located in our city limits, the cost would be about \$8,000 since the chamber funds are not available for a second day of service. Let me know soon.

**Agenda Planners:**

Treasure Island will order 490 agendas, each costing \$2.79, for a total of \$1,367.10. The school contributes \$1 per agenda (\$490), which leaves an amount of \$877.10, which will be split evenly between CMB and NBV (each city to pay \$438.55)

**ADL No Place for Hate:**

# Agenda Item 9C



North Bay Village

Administrative Offices

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## **NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM**

**DATE:** April 26, 2018

**TO:** Mayor Connie Leon-Kreps  
Vice Mayor Andreana Jackson  
Commissioner Jose R. Alvarez  
Commissioner Laura Cattabriga  
Commissioner Eddie Lim

**RECOMMENDED BY MANAGER:** Marlen D. Martell, MPA, CFM  
Village Manager

**PRESENTED BY:** Marlen D. Martell, MPA, CFM  
Village Manager

**SUBJECT:** Funding for Anti-Defamation League – “No Place for Hate” Program –  
Treasure Island Elementary School

---

### **RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution authorizing the appropriation of \$750 in the FY 2019 Budget to cover the cost of the Village’s contribution to the Anti-Defamation League, “No Place for Hate” Program at Treasure Island Elementary School.

### **BACKGROUND:**

On December 1, 2017, the Village Commission entered into an agreement partnering with the Anti-Defamation League, the City of Miami Beach, and Miami-Dade County Public Schools to conduct anti-bias and diversity training programs in the schools in the participating municipalities. Last year the cost was \$375, with the ADL grant. There are no ADL grant funds for the 2018-2019 School Year, which has resulted in an increased amount of \$750.

### **FINANCIAL IMPACT:**

Seven Hundred and Fifty Dollars (\$750) will be appropriated in the FY 2019 Budget.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreana Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 9C

**PERSONNEL IMPACT:**

None.

**CONTACT:**

Marlen Martell, Village Manager

# Agenda Item 9C



## 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 27, 2018

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

**FROM:** Marlen D. Martell, MPA, CFM   
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 APPROPRIATE \$750 IN THE FY 2019 BUDGET TO FUND THE ADL “NO PLACE FOR HATE” PROGRAM AT TREASURE ISLAND ELEMENTARY SCHOOL; SETTING AN EFFECTIVE DATE.**

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

MDM:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 9C

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO APPROPRIATE \$750 IN THE FY 2019 BUDGET TO FUND THE ADL “NO PLACE FOR HATE” PROGRAM AT TREASURE ISLAND ELEMENTARY SCHOOL; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

**WHEREAS**, In an effort to help our students prevent bullying and build a safer school environment, North Bay Village partnered with Miami-Dade County Public Schools and the Anti-Defamation League to implement the “No Place for Hate” program at Treasure Island Elementary School, which commenced at the start of the 2017-2018 School Year; and

**WHEREAS**, the Village Commission adopted Resolution No. 2017-26 on March 14, 2017 authorizing funding of the program for future years, subject to budget appropriations by the Commission; and

**WHEREAS**, there is a cost of \$750 to fund the program for the 2018-2019 School Year; and

**WHEREAS**, the Village Commission finds that funding the “No Place for Hate” program is in the safety and general welfare of the community.

**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 and confirmed.

**Section 2. Village Manager Authorized.** The Village Manager is authorized to appropriate \$750 in the FY 2019 General Operating Budget to fund the Village’s cost of the “No Place for Hate” program at Treasure Island Elementary School.

**Section 3. Effective Date.** This Resolution shall be effective 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:

# Agenda Item 9C

## FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps \_\_\_\_\_  
Vice Mayor Andreana Jackson \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Laura Cattabriga \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

PASSED and ADOPTED this 8<sup>th</sup> day of May 2018.

\_\_\_\_\_  
Connie Leon-Kreps, Mayor

## ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF NORTH BAY VILLAGE

\_\_\_\_\_  
Norman C. Powell, Esq.  
Village Attorney

North Bay Village Resolution: \$750 funding for "No Place for Hate" program/FY 2019.

# Agenda Item 9C

**Yvonne Hamilton**

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**From:** Marlen Martell  
**Sent:** Wednesday, April 25, 2018 11:51 PM  
**To:** Yvonne Hamilton  
**Cc:** Norman Powell; Ana Deleon (adeleon@nbvillage.com)  
**Subject:** FW: Nurse Enhancement Initiative Behavioral Health Services MOU 2018-19 School Year

Yvonne,

Below is the information regarding the Nurse MOU. I will try to work on it tomorrow for the Commission meeting.

Thanks,  
M

-----Original Message-----

**From:** Julit Miller  
**Sent:** Wednesday, April 25, 2018 2:43 PM  
**To:** Rosenfeld, Leslie  
**Cc:** Marlen Martell; Allu, Ivan  
**Subject:** RE: Nurse Enhancement Initiative Behavioral Health Services MOU 2018-19 School Year

Thank you for providing this information. We will be in touch with you as we complete this agenda item.

[jmiller@nbvillage.com](mailto:jmiller@nbvillage.com)

-----Original Message-----

**From:** Rosenfeld, Leslie [<mailto:LeslieRosenfeld@miamibeachfl.gov>]  
**Sent:** Wednesday, April 25, 2018 1:43 PM  
**To:** Julit Miller  
**Cc:** Marlen Martell; Allu, Ivan; Rosenfeld, Leslie  
**Subject:** RE: Nurse Enhancement Initiative Behavioral Health Services MOU 2018-19 School Year

**Mental Health:**

North Bay Village provides funding in the amount of \$6,600.00 (total cost is \$33,000 which is divided into three equal parts plus \$7,000 from the chamber). NBV pays 60% of the cost, the City of Miami Beach covers 40% of the cost for Treasure Island. This provides 1 day of a mental health professional per week. If there is an interest to add an additional day, as Miami Beach is adding a day to elementary school located in our city limits, the cost would be about \$8,000 since the chamber funds are not available for a second day of service. Let me know soon.

**Agenda Planners:**

Treasure Island will order 490 agendas, each costing \$2.79, for a total of \$1,367.10. The school contributes \$1 per agenda (\$490), which leaves an amount of \$877.10, which will be split evenly between CMB and NBV (each city to pay \$438.55)

**ADL No Place for Hate:**



# Agenda Item 9C

In 2017-18 the program will cost \$7,875.00 of which CMB and ADL will each contribute \$3,750, and NBV contributes \$375. For the 2018-19 school year, the ADL no longer has a grant. As such, the cost will double for each of us, so NBV cost will be approximately \$750 as I am waiting on the ADL to provide the real cost.

If you would like me to attend the upcoming commission meeting, please let me know the date and time.

Leslie

Dr. Leslie Rosenfeld, Chief Learning and Development Officer ORGANIZATION DEVELOPMENT PERFORMANCE INITIATIVES  
1700 Convention Center Drive, Miami Beach, FL 33139  
Tel: 305-673-7000 ext 6923 / Fax: 786-394-4676 / [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

-----Original Message-----

From: Julit Miller [mailto:JMiller@nbvillage.com]  
Sent: Wednesday, April 25, 2018 8:20 AM  
To: Rosenfeld, Leslie  
Cc: Marlen Martell; Allu, Ivan  
Subject: RE: Nurse Enhancement Initiative Behavioral Health Services MOU 2018-19 School Year

Good morning Leslie,

Thank you for your response. Those are the three items Marlen noted from her discussion with you. Our Regular Commission meeting is scheduled for May 8, 2018.

Sincerely,

Julie

[jmiller@nbvillage.com](mailto:jmiller@nbvillage.com)

-----Original Message-----

From: Rosenfeld, Leslie [mailto:LeslieRosenfeld@miamibeachfl.gov]  
Sent: Tuesday, April 24, 2018 5:58 PM  
To: Julit Miller  
Cc: Marlen Martell; Allu, Ivan  
Subject: Re: Nurse Enhancement Initiative Behavioral Health Services MOU 2018-19 School Year

Okay. When is the meeting? I'll provide the details tomorrow, along with the agreements that were already provided to Marlen. We are discussing:

- Mental Health
- AGenda Planners
- ADL No Place for Hate program

Did I miss anything?

Ivan, please see me to discuss what needs to be provided.

Leslie

# Agenda Item 9C

## GRANT FUNDED TRAINING PROGRAM CONTRACT

This AGREEMENT ("Agreement") is made this 1 th day of December, 2017, between the Anti-Defamation League (ADL), a not-for-profit corporation having its principal place of business at 605 Third Avenue, 9<sup>th</sup> Floor, New York, N.Y., 10158 with an office at One Park Place, 621 NW 53<sup>rd</sup> Street, Suite 450, Boca Raton, Florida; the City of Miami Beach, a Florida municipal corporation with offices located at 1700 Convention Center Drive, Miami Beach, FL 33139 (CMB); North Bay Village, a Florida municipal corporation with offices located at 1666 Kennedy Causeway, North Bay Village, FL 33141 (NBV); and The School Board of Miami-Dade County, Florida, with offices located at 1450 NE 2<sup>nd</sup> Avenue, Miami, FL 33132 (the District).

WHEREAS, NBV, CMB, and the District desire that ADL shall conduct A WORLD OF DIFFERENCE™ Anti-Bias and Diversity Training Programs, and ADL desires to provide the required services to NBV, CMB, and the District; and

WHEREAS, the parties desire to establish the terms and conditions by which ADL will provide said services.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties agree as follows:

- (1) ADL agrees to conduct five (5) A WORLD OF DIFFERENCE™ Anti-Bias and Diversity Training Programs on dates and times specified by each appointed school liaison during the 2017-2018 school year at each of the following schools (See Exhibit A):
  - Miami Beach Senior High School
  - Nautilus Middle School
  - South Pointe Elementary School
  - North Beach Elementary School
  - Biscayne Elementary School
  - Fienberg Fisher K-8 Center
  - Treasure Island Elementary School (subject to the provisions in Paragraph 4 of this Agreement)
- (2) A minimum of 15 participants and a maximum of 30 participants are required to attend the training workshop. CMB and NBV, respectively, agree to notify ADL at least thirty (30) business days in advance of the training session if CMB or NBV expect participation to fall below the minimum. In such event, ADL shall have the right to cancel or postpone the session until another date can be mutually agreed upon. In the event that CMB or NBV cancels (without rescheduling) less than thirty days before the date of a scheduled workshop, the party that cancelled the workshop will be responsible to ADL for 50%, of the fee that ADL would have paid the facilitator(s) for that particular training date. The total training fee for the program(s) described herein will cost \$7,875.00 of which CMB has agreed to pay \$3,750 and, subject to the provisions in Paragraph 4 of this Agreement, NBV has agreed to pay \$375.00. ADL will cover the additional costs, in the amount of \$3,750, with funds secured from the Jack and Harriet Rosenfeld Foundation (See Exhibit B).
- (3) CMB agrees to fund 50% of the total cost to designate five (5) No Place For Hate schools. **Notwithstanding any other term in this Agreement, the total cost to CMB for the ADL's services under this Agreement is \$3,750.00.** This includes facilitator fees and travel, participant workbooks, workshop DVD, designation banners and other materials for each site.

# Agenda Item 9C

- (4) Subject to any and all required budgetary appropriations by the NBV Village Commission, NBV agrees to fund 50% of the total cost to designate one (1) No Place For Hate school. The total cost to NBV for the ADL's services under this Agreement is \$375.00. This includes facilitator fees and travel, participant workbooks, workshop DVD, designation banners and other materials for the site.
- (5) CMB, NBV, and the District will provide adequate crowd control and adequate security and obey all fire precautions as required by law or local ordinances.
- (6)
  - (a) Either CMB, NBV, or the ADL shall have the right to terminate this Agreement upon (14) days prior written notice to the other party. Should either CMB or NBV elect to terminate pursuant to this Paragraph 6(a), such termination shall only apply to the terminating party's obligations under this Agreement.
  - (b) ADL shall have the right to terminate this Agreement immediately, without notice, for any of the following reasons:
    - (i) A breach by CMB or NBV of any material term or condition of this Agreement including, but not limited to, the inability of CMB or NBV to perform in a timely fashion any of its obligations outlined in this Agreement;
    - (ii) CMB or NBV has assigned this Agreement without first receiving ADL's prior written consent.
- (7) ADL hereby agrees to hold harmless, defend and indemnify the District, CMB and NBV and their affiliates, their directors, officers, employees, agents and representatives from and against all damages, expenses, cause of action, suits, claims, penalties, judgments and/or liabilities by reason of any act or commission or omission directly or indirectly attributable to any of ADL's undertakings and obligations arising under this Agreement.
- (8) CMB, NBV, and the DISTRICT agree that all material used in conjunction with the Training program is proprietary to ADL. As such, these materials may not be reproduced, translated, abbreviated, abridged, excerpted or in any way altered without written consent of ADL.
- (9) Nothing in this Agreement shall be construed to place ADL, CMB, and NBV in the relationship of a partnership or a joint venture, and neither ADL, CMB, nor NBV shall have any power to obligate or bind the other party in any manner whatsoever.
- (10) On termination of this Agreement, regardless of how termination is effected, or whenever requested by ADL, CMB, NBV, and/or the District shall immediately return to ADL all copies of ADL's property, and cease using the ADL and/or A WORLD OF DIFFERENCE® names.
- (11) Any publicity or promotional materials, including but not limited to press releases and advertisements, produced by CMB, NBV, or the District for or in conjunction with the Training program, must be reviewed and approved in writing by ADL prior to publication. Any photography or videotaping takes place independently of this contract with appropriate ADL releases and assignments.
- (12) This Agreement contains the entire understanding between the parties and supersedes any prior oral or written agreement between the parties. No amendment or modification of this Agreement shall be

# Agenda Item 9C

valid, unless made in writing and signed by both parties.

In the event of any inconsistency between the provisions of this Agreement and the provisions of any exhibits or other agreements between the parties relating to the services provided for in this Agreement, the provisions of this Agreement shall prevail.

- (13) This Agreement shall be construed in accordance with, be governed by and be subject to the jurisdiction of the laws and courts of the State of Florida, venue being in Miami-Dade County.
- (14) Any notice or document required hereunder shall be sent to Kiesha Edge, Education Director, Anti-Defamation League. Any notice or document sent to CMB should be sent to **Dr. Leslie Rosenfeld, Chief Learning and Development Officer, City of Miami Beach**. Any notice or document sent to NBV should be sent to Frank Rollason, Village Manager. Any notice or document required hereunder shall be sent to Eva M. Requeira, Director, Miami-Dade County Public Schools. Any notice sent by mail shall be deemed received five (5) business days after mailing. Any notice personally delivered shall be deemed received when delivered.
- (15) All parties understand and agree that they are subject to all District policies relating to the confidentiality of student information. Parties acknowledge and agree to comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records.
- (16) The parties agree that each of its employees, or representatives who has direct contact with students, must comply with the requirements of Jessica Lunsford Act, 1012.465 F.S.
- (17) Parties understand the broad nature of Florida's Access to Record/Public Record Laws, and agree to comply with Florida's Public Records Laws and laws relating to records retention. The parties shall keep and maintain public records required to perform the contract. The parties shall keep records to show their compliance with program requirements. The parties and any subcontractors must make available, upon request of any other party, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the parties which are directly pertinent to this specific Contract for the purpose of making audit, examination, excerpts, and transcriptions. Upon request, each party's custodian of public records shall provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law. The parties shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the parties do not transfer the records to the public agencies. The parties shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Florida Statutes Chapter 119 Public Records Law. Upon completion of the contract, ADL shall transfer at no cost to the public agencies all public records in its possession or keep and maintain public records required by the parties to perform the service. If ADL transfers all public records to the public agencies upon completion of the contract, ADL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ADL keeps and maintains public records upon completion of the contract, ADL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the requesting party, in a format that is compatible with the information technology systems of the School Board.

# Agenda Item 9C

IF THE ORGANIZATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

City of Miami Beach  
Signature [Signature]  
Printed Name JIMMY MARQUES  
Title CITY MANAGER  
Date 11/28/17

ANTI-DEFAMATION LEAGUE  
Signature [Signature]  
Printed Name Steven C. Shainberg, Esq.  
Title General Counsel  
Title Anti-Defamation League  
Date 605 Third Avenue  
New York, NY 10158-3560 10/18/17

North Bay Village  
Signature [Signature]  
Printed Name FRANK K. ROWLSON  
Title VILLAGE MANAGER  
Date 10/27/17

Miami-Dade County Public Schools  
Signature [Signature]  
Printed Name Tabitha Fazzino  
Title Designee  
Title Superintendent of Schools  
Date 11/22/17

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION  
[Signature]  
City Attorney  
Date 10-27-17  
NK

**ATTEST:**  
[Signature] 12/1/17  
Rafael E. Granado, City Clerk



Miami-Dade County Public Schools  
Signature [Signature]  
Printed Name Michael Fox  
Title Risk Management Officer  
Date 11/9/17

Miami-Dade County Public Schools  
Signature [Signature]  
Printed Name Jose Bueno  
Title Region Superintendent  
Date 11/7/17

Miami-Dade County Public Schools  
Signature [Signature]  
Printed Name Barda Marken  
Title School Board Attorney  
Date NOV 15 2017

Miami-Dade County Public Schools  
Signature [Signature]  
Printed Name Truda Marquez-Cattaya  
Title Associate Superintendent  
Date 11-16-17

# Agenda Item 9C

## EXHIBIT A: TASKS AND RESPONSIBILITIES

### A WORLD OF DIFFERENCE™ Anti-Bias and Diversity Training Sample Agenda with Activity Rationales

1. **Workshop Opening** (Introduction of Facilitators, of ADL, of A WORLD OF DIFFERENCE® Institute) provides useful information on the program, its goals and basic premises, and how program content is linked to organizational goals and current research. The information provided in this part of the agenda establishes a strong foundation for the subsequent training components.
2. **Workshop Ground Rules** are generated by the group; engage participants in the training process by involving them in establishing guidelines for their interactions with one another.
3. **Introductory Ice-Breaker** are designed to build trust, cooperation and a sense of comfort in participants.
4. **Examining Bullying** activities enable participants to increase their understanding of how bullying manifests, both historically and within their own daily environments. This awareness is a necessary precursor to subsequent components that provide opportunities to develop and practice response strategies to bullying incidents.
5. **Challenging Bullying** activities provide opportunities to develop a repertoire of responses to challenge bullying incidents. These activities clarify the different roles people take in bullying incidents and build skills to be effective allies to others who are targets of bullying.
6. **Action Planning Exercise** activities enable participants to extend their learning through the development of specific action plans to accomplish personal and school-wide goals. Because this process requires time to reflect, brainstorm and plan, this training component is designed to assist participants in beginning this process by providing tools and suggested methods for follow-up planning.
7. **Closing – Workshop Evaluation** activities provide an opportunity to reflect on the days learning. Because participants require commitment to actively engage in implementing action plans, these activities are designed to inspire, motivate and provide closure to the program. *Evaluation* further assists participants in reflecting on the day and provides ADL staff with useful information on participants' perceptions of the program.

Not every agenda will include all of these training components. The specific training exercises and resources selected within each component will vary from agenda to agenda, depending on the client's training goals and identified organizational needs.

The following sample agenda demonstrates the thematic sequence and includes activities that might be selected in response to a hypothetical needs assessment of a client organization. The notes that follow each agenda item are for instructional purposes to clarify why specific activities were selected; these notes would not be included in an actual program agenda.

# Agenda Item 9C

## EXHIBIT B: MATERIALS

### MATERIALS PROVIDED BY THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA:

- ◆ 1 room with movable tables & chairs to accommodate the participants.
- ◆ 1 table near front of room for facilitator materials.
- ◆ DVD Player, Projector and Screen to view DVD and for facilitator's power point
- ◆ Easel for flipchart

### MATERIALS PROVIDED BY ADL:

- ◆ Individualized Program Agenda
- ◆ Participant Nametags
- ◆ Sign-In Sheet
- ◆ Participant Workbooks (1 per person)
- ◆ Interactive Activities, DVDs, and materials needed to create an interactive experience
- ◆ Workshop Evaluations

# Agenda Item 9C

OFFICIAL  
DOCUMENT

## RESOLUTION NO. 2017-26

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO PARTNER WITH MIAMI-DADE COUNTY PUBLIC SCHOOLS AND THE ANTI-DEFAMATION LEAGUE TO IMPLEMENT A VILLAGEWIDE ANTI-BULLYING PROGRAM ENTITLED “NO PLACE FOR HATE”, WHICH SHALL COMMENCE AT THE START OF THE 2017-18 SCHOOL YEAR AND CONTINUE EACH YEAR THEREAFTER (SUBJECT TO FUTURE BUDGETARY APPROPRIATIONS BY THE VILLAGE COMMISSION), AT A COST NOT TO EXCEED \$375; AUTHORIZING EXECUTION OF RELATED AGREEMENTS; AUTHORIZING EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

**WHEREAS**, North Bay Village supports the eradication of bullying and harassment in public schools and throughout the community through awareness, bullying prevention activities, and education promoting a school atmosphere in which bullying, harassment, and intimidation are not tolerated by students, school board employees, visitors, or volunteers; and

**WHEREAS**, the Village intends to partner with the Anti-Defamation League (ADL) and the Miami-Dade County Public Schools to implement the “No Place for Hate” program in Treasure Island Elementary School during the 2017-18 School Year; and

**WHEREAS**, the annual anticipated cost to the Village to provide the ADL No Place for Hate program, including the cost of banners is \$375; and

**WHEREAS**, Miami-Dade County supports and encourages the designation of public schools as “No Place for Hate” schools; and

**WHEREAS**, the goal of the Event is to bring together residents of North Bay Village to support students, teachers, educators, and parents in creating a safe, peaceful, and respectful community; and

**WHEREAS**, staff from Miami-Dade County Public Schools Division of Student Services will be present at the Event to provide support and information regarding bullying and violence prevention efforts being implemented throughout the school district.



# Agenda Item 9C

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

**Section 1.** That the Commission of North Bay Village, Florida, hereby authorize the Village Manager to partner with Miami-Dade County Public Schools and the Anti-Defamation League to implement a Villagewide anti-bullying program entitled "No Place for Hate", which shall commence at the start of the 2017-18 school year and continue each year thereafter (subject to future budgetary appropriations by the Commission), at a total cost to the Village not to exceed \$375 for the first year, which funds shall be appropriated from the General Fund.

**Section 2.** The Village Manager is authorized to execute any related agreements.


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

The foregoing Resolution was offered by Commissioner Douglas N. Hornsby, who moved for its adoption. This motion was seconded by Vice Mayor Eddie Lim, and upon being put to a vote, the vote was as follows:

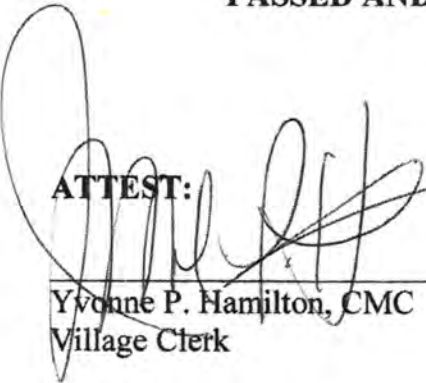
**FINAL VOTE AT ADOPTION:**

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>Absent from Dais</u>

**PASSED AND ADOPTED** this 14th day of March 2017.

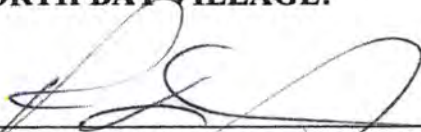
  
\_\_\_\_\_  
Connie Leon-Kreps, Mayor

**ATTEST:**

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

# Agenda Item 9C

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



---

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

North Bay Village/Resolution: Villagewide Anti-Bullying Program-Treasure Island Elementary School

# Agenda Item 9D



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](http://www.nbvillage.com)

## **NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM**

**DATE:** April 30, 2018

**TO:** Mayor Connie Leon-Kreps  
Vice Mayor Andreana Jackson  
Commissioner Jose R. Alvarez  
Commissioner Laura Cattabriga  
Commissioner Eddie Lim

**RECOMMENDED BY MANAGER:** Marlen D. Martell, MPA, CFM *m*  
Village Manager

**PRESENTED BY:** Marlen D. Martell, MPA, CFM  
Village Manager

**SUBJECT:** Agreement with the Division of Emergency Management – Mass Notification Services

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### **RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution authorizing an agreement with the Florida Division of Emergency Management to establish a system of communications and warnings to ensure that the Village's citizens are warned of developing emergency situations and can communicate emergency response decisions.

Utilization of this program will require the Village to switch from the CodeRED Alert System to the Everbridge Notification System.

### **BACKGROUND:**

The Village currently uses the CodeRED emergency notification service, which has an annual cost of \$5,000 for the contract year ending July 2018. We have been advised that the cost will increase by \$661 for the next contract year.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreana Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 9D

## FINANCIAL IMPACT:

There is no cost to the Village to use the Everbridge System until June 30, 2019, contingent upon an annual appropriation by the Florida Legislature.

## PERSONNEL IMPACT:

None.

## CONTACT:

Marlen Martell, Village Manager



## 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 30, 2018

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

**FROM:** Marlen D. Martell, MPA, CFM  
Village Manager

**SUBJECT:** Introduction of Resolution

A handwritten signature in blue ink, appearing to be "M. Martell", is written next to the "FROM:" field.

---

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 EXECUTE AN AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT, FOR THE PURPOSE OF PROVIDING MASS NOTIFICATION SERVICES; AND SETTING AN EFFECTIVE DATE.**

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

MDM:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 9D

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT, FOR THE PURPOSE OF PROVIDING MASS NOTIFICATION SERVICES; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

**WHEREAS**, Section 252.35(2) of the Florida Statutes requires the Division of Emergency Management (“the Division”) to establish a system of communications and warnings to ensure that the state’s population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions; and

**WHEREAS**, the Division has executed contract DEM-16-PG-E4-13-00-22-370 with Everbridge, Inc. for the provision of Statewide alert and mass notification services in support of its AlertFlorida initiative; and

**WHEREAS**, North Bay Village has established the need for a Village-wide mass communication system to disperse information to its residents during times of emergency and other events; and

**WHEREAS**, the Division is funding and providing the notification system at no cost to the Village for the initial contract and all renewals years (ending on June 30, 2019), contingent upon an annual appropriation by the Florida Legislature; and

**WHEREAS**, mass notification services provide an important means to notify the citizens residing in the Village of disasters, emergencies, and other important matters, thereby promoting the health, safety and welfare of the citizens.

**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. Execution of Agreement.** The Village Manager is hereby authorized to execute the agreement with the Division of Emergency Management for mass communication and notification support services attached hereto as Exhibit “1”.

# Agenda Item 9D

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

The foregoing Resolution was offered by \_\_\_\_\_, who moved for its approval. 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 Andreana Jackson	_____
Commissioner Jose Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Jose Alvarez	_____

**PASSED AND ADOPTED** this 8th day of May 2018.

\_\_\_\_\_  
Connie Leon-Kreps, Mayor

**ATTEST:**

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

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

\_\_\_\_\_  
Norman C. Powell, Esq.  
Interim Village Attorney

North Bay Village Resolution: Agreement with the Division of Emergency Management for Mass Communication Notification.

# Agenda Item 9D

## MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE NORTH BAY VILLAGE

This Memorandum of Agreement (the "Agreement") is made and entered into by the Florida Division of Emergency Management (hereinafter referred to as the "Division") and the North Bay Village (hereinafter referred to as the "Subdivision"), (hereinafter collectively referred to as the "Parties").

WHEREAS, Section 252.35(2)(a)6 of the Florida Statutes, requires the Division to establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions; and,

WHEREAS, the Division has executed contract DEM-16-PG-E4-13-00-22-379 with Everbridge, Inc. (hereinafter referred to as the "Contract") for the provision of Statewide alert and mass notification services in support of its AlertFlorida Initiative, (hereinafter referred to as the "notification system"); and,

WHEREAS, the Division is funding and providing the notification system at no local cost to eligible subdivisions for the initial contract and all renewal years (ending on June 30, 2019), contingent upon an annual appropriation by the Florida Legislature; and,

WHEREAS, Section 252.38 of the Florida Statutes establishes Emergency Management powers of political subdivisions and constructs safeguarding the life and property of its citizens as an innate responsibility of the governing political body of each political subdivision of the State; and,

WHEREAS, the Subdivision desires to utilize the notification system provided by the Division to transmit alerts, notifications, and other authorized public safety messaging to residents, businesses, and visitors located in or transiting through their political subdivision, while performing its powers under Section 252.38, F.S.

NOW, THEREFORE, in consideration of the cooperative effort between the Parties contained herein, the Parties agree as follows:

### **1. TERM OF AGREEMENT**

This Agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under contract DEM-16-PG-E4-13-00-22-379, but no later than June 30, 2019.

### **2. DUTIES AND RESPONSIBILITIES**

#### **A. Division of Emergency Management**

The Division:

- I. Has assigned a contract manager for the notification system pursuant to Section 287.057(14), F.S. who will enforce the performance of the contract terms and conditions and serve as a



# Agenda Item 9D

liaison with the Contractor.

- II. Reserves the right to access any political subdivision's account or organization in the system for purposes of contract management, and to monitor system activity and usage.
- III. Will limit the number of personnel with high-level administrative access credentials to the system, and will take reasonable efforts to prevent the unauthorized disclosure of contact information protected under Section 119.071(5)(j), F.S.
- IV. Reserves the right to launch a statewide notification to all available "opt-in" contact data in the system resulting from a catastrophic natural or technological disaster, a widespread public health emergency, an imminent or actual attack of a foreign military power, or a similar emergency where a delay to coordinate locally-initiated notifications would endanger the health and safety of the State's population.
- V. Reserves the right to require certain notification subscription options be set to "mandatory" in a subdivision's public-facing opt-in portal, including:
  - a. Tornado Warnings
  - b. Flash Flood Warnings
  - c. Hurricane Warnings
  - d. Statewide Notifications
  - e. Countywide Notifications
- VI. Will, upon termination of the Contract, distribute the system's recipient contact data to the Subdivision as specified in Minimum Support Requirement number eight of the Contract's Scope of Work.

## **B. North Bay Village**

The Subdivision:

- I. Acknowledges the terms and conditions of the Division's Contract, which is attached hereunto, and agrees to abide by the applicable terms thereof, specifically, the Everbridge Core Platform Agreement, incorporated in the Contract as Exhibit "E" and the Everbridge Acceptable Use Policy, available via <http://www.everbridge.com/aup> and incorporated in the contract as Exhibit "F."
- II. Agrees to place a "powered by AlertFlorida" icon that shall encompass no greater or less than 10% of the banner image of the Subdivision's public-facing opt-in portal(s) for continuity with statewide branding.
- III. Acknowledges the following authorized uses of the system and agrees to limit use of the system to those uses, defined by the Division as the following categories of notifications:
  - a. Population protective actions, such as evacuation orders,

# Agenda Item 9D

- shelter-in-place warnings, boil water notices, and similar actions;
- b. Emergency preparedness and response information, such as the availability of sand bag stations for flood-fighting efforts, notification of planned or anticipated disruption of municipal services & municipal or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of keywords for event-specific messaging, and other similar messaging that conveys a change in the Subdivision's steady-state operational posture;
  - c. Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of the Subdivision impacted by a disaster.
  - d. Emergency preparedness exercises, including operational tests of notification capability and public notification of functional or full-scale public safety and emergency management exercises occurring within the jurisdiction.
  - e. Law enforcement searches, for a missing person or a manhunt for escaped convicts or suspects evading arrest.
  - f. Automated weather warnings, provided by the National Weather Service.
  - g. Notification and recall of Subdivision employees, contractors, and other response partners, that support the activation of the Subdivision's Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, including the staffing of specialty response teams.
- IV. Acknowledges that while the Contract provides access to Integrated Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features, the Division will NOT approve requests for Collaborative Operating Group (COG) licenses that originate from political subdivisions below the COUNTY level, as the alerting systems accessible through IPAWS are capable of transmitting alerts across jurisdictional boundaries.
- V. Agrees to make a reasonable effort to supply the Division with requested information about any existing or recent local contracts for mass notification services, for the purpose of developing quantitative cost impact and qualitative notification capability measures in support of legislative budget requests for continued funding of the initiative.
- VI. Agrees to develop a written Standard Operating Procedure (SOP) that governs access to and use of the notification system within the

# Agenda Item 9D

Subdivision, to include, at minimum, the following topics:

- a. Defining the local organization administrator(s);
- b. Defining procedures for requesting administrative access within the jurisdiction and the training requirements for granting such access;
- c. Establishing a message drafting and approval process;
- d. Discussing the difference between "opt-in" and "opt-out" contact data, limiting the use of "opt-out" data to imminent or actual life threatening emergencies, and considering the time of day when initiating notifications that use "opt-out" data; and,
- e. Specifying the responsibility and frequency of periodically reviewing all administrative user accounts within the County's organization(s) to validate the continued relationship and need for access of each current user.

The SOP must be developed within sixty (60) days of the effective date of this Agreement and is subject to review by the Division at any time during the Agreement.

- VII. Acknowledges that the Contractor provides additional notification system capabilities and services which are not covered under the Division's Contract for the notification system (hereinafter referred to as "non-covered services"). If the Subdivision desires to enhance their notification capabilities by adding non-covered services to their organization(s), then the Subdivision will be responsible for any additional costs incurred as a result of adding those services, plus any costs arising from technical support of the non-covered services, payable directly to the Contractor. The Subdivision will notify the Division of its intent to add non-covered services prior to deployment, and will provide an additional notification after deployment, with the intent of maintaining visibility on the Contractor's provision of support and maintenance on covered features.

### 3. POINTS OF CONTACT

The Parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact person(s) named below for resolution or action:

**For the Division:**

Andrew Sussman, Special Projects  
Coordinator/Hurricane Program Manager  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
Telephone: 850-815-4110  
Email: [Andrew.Sussman@em.myflorida.com](mailto:Andrew.Sussman@em.myflorida.com)

**For the Subdivision:**

Marlen D. Martelli  
Village Manager  
1666 Kennedy Causeway, Ste. 300  
North Bay Village, FL 33141  
(305) 756-7171  
Email: [mmartell@nbvillage.com](mailto:mmartell@nbvillage.com)

### 4. TERMINATION OF AGREEMENT

The Parties may terminate this Agreement at any time upon thirty (30) days' written notice to the contact person(s) specified herein.

# Agenda Item 9D

## 5. LIABILITY

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Nothing herein shall be construed as consent by either Party to be sued by third parties.

## 6. ATTACHMENTS

The following attachments are incorporated hereunto by reference:

- A. Attachment 1 – Definitions
- B. Attachment 2 – Contract DEM-16-PG-E4-13-00-22-379 between the Division and Everbridge, Inc.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

**FLORIDA DIVISION OF  
EMERGENCY MANAGEMENT**

**NORTH BAY VILLAGE  
& VILLAGE MANAGER]**

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

By: \_\_\_\_\_  
[MARLEN D. MARTELL]

\_\_\_\_\_

Date

\_\_\_\_\_

Date

*[Add additional lines for approvals, attestations, filings, or seals as needed]*

# Agenda Item 9D

## Attachment 1 – Definitions

**Account** – An account is the access point to the web-based Everbridge Suite platform. Accounts are segmented into Organizations, and are typically segmented further into numerous groups.

**Contact** – Individuals who may receive notifications from or through the notification system, including any individual person who provides their personal contact information through an opt-in portal.

**Opt-In** – The process whereby a contact subscribes to receive notifications through an organization-specific web portal, or by sending the Subdivision’s keyword(s) or zip code(s) to an established SMS short code.

**Opt-Out** – Contact and address point data loaded into the Everbridge Platform by a political subdivision without the intervention of the contact.

**Organization** – In the Everbridge Platform, an organization (“Org”) contains a contact database and the capability to send notifications. Each Org has a mapping feature that allows users to send notifications based on registered locations of contacts. Orgs can be configured with a variety of settings and users can view and create numerous reports.

**User** – Individuals assigned roles and granted permission to manage users, manage contacts and groups, edit settings, and/or send notifications within the Everbridge platform.

[LOGIN](#)

[SUPPORT](#)



[BLOG](#)



[Platform](#) [Solutions](#) [Products](#) [Customers](#) [Resources](#) [Company](#)

[REQUEST DEMO](#)

[MENU](#)



## Acceptable Use Policy

Everbridge has prepared this Acceptable Use Policy (“AUP”) as a guide for its clients to understand the intended and permissible uses of our service. This AUP sets forth guidelines for acceptable use of the applicable Everbridge service(s) (the “Service(s)”) by Client and its users.

The Services must be used in accordance with the guidelines for each Service. The guidelines for each Service product are set forth within the applicable Product Inclusion Sheet and the Support Services Guide.

### Prohibited Uses

You may use the Service only for lawful purposes and in accordance with this AUP. You may not:

- Use the Service in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries)
- Use the Service for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise
- Use the Service to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam” or any other similar solicitation.

- Impersonate or attempt to impersonate Everbridge, an Everbridge employee, another user or any other person or entity, including by utilizing another user's identification, password, account name or persona without authorization from that user
- Use the Service in any manner that could disrupt, disable, overburden, damage, or impair the Service for you or others (including the ability to send timely notifications through the Service), via various means including overloading, "flooding," "mailbombing," "denial of service" attacks, or "crashing"
- Use any robot, spider or other automatic device, process or means to access the Service for any purpose, including monitoring or copying any of the material
- Use any manual process to monitor or copy any of the material made available through the Service or for any other unauthorized purpose without our prior written consent
- Use any device, software or routine, including but not limited to, any viruses, trojan horses, worms, or logic bombs, that interfere with the proper working of the Service or could be technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer or database connected to the Service.
- Attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without Everbridge's express written consent.
- Take any action in order to obtain services to which such client is not entitled
- Attempt any action designed to circumvent or alter any method of measuring or billing for utilization of the Service
- Otherwise attempt to interfere with the proper working of the Service

## Everbridge Rights and Remedies

If Client becomes aware of any content or activity that violates this AUP, Client shall take all necessary action to prevent such content from being routed to, passed through, or stored on the Everbridge network and shall promptly notify Everbridge. Client's failure to comply with this AUP may result in Everbridge taking action anywhere from a warning, to a suspension or termination of Service. Everbridge will endeavor to provide notice to Customer prior to any suspension or termination of Service, but may immediately suspend or terminate in instances where continued provision of Service may cause significant harm to Everbridge, the Service or other clients.

## Changes to the Acceptable Use Policy

Everbridge reserves the right to modify this AUP from time-to-time, in its sole discretion, effective upon posting a revised copy of the Acceptable Use Policy on <https://www.everbridge.com/aup>. Any use of Everbridge network and Services after such modification shall constitute acceptance of such modification. Any violation shall be sent to <https://www.everbridge.com/contact-us>.

Everbridge, Inc., is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

[PLATFORM](#)

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[LEGAL, SECURITY, PRIVACY & ACCEPTABLE USE POLICY](#)

## Staff Report

**To:** North Bay Village Commission  
**From:** James G. LaRue, AICP  
**Date:** March 23, 2018  
**Subject:** Comprehensive Plan Amendment- Density Transfer Program

---

The Village Comprehensive Plan allows for a maximum residential density of 70 dwelling units per acre in High Density Multifamily Residential Future Land Use Category and the Commercial Future Land Use Category. The Village Unified Land Development Code further restricts that maximum allowable density by limiting efficiencies and one-bedroom dwelling units to 70 dwelling units per acre, two-bedroom units to 63.6 units per acre, and three-bedroom units to 58 units per acre.

However, the Unified Land Development Code also allows for developers to pay the Village for bonus density to achieve 70 dwelling units per acre with two-bedroom and three-bedroom units. The mechanism for this transaction is a transfer of density program, utilizing the development rights from the Village Hall and public works sites. The residential density that would have been permitted at these sites, if they were not being used for public/government uses, is available for transfer to private property in exchange for a community contribution fee of \$40,000 per unit. These two sites comprise 1.84 acres of sending area, allowing for 106 to 129 dwelling units (depending on unit size) to be transferred. The current density transfer program cannot be used to achieve greater than 70 dwelling units per acre because the Village Comprehensive Plan, the ruling document, does not permit anything greater than 70 dwelling units per acre.

At this time, there are three properties in North Bay Village with active site plans that were allocated bonus density according to this program. Combined, those three properties were allocated 29 three-bedroom dwelling units, or about one-half acre of the current sending area.

At the February Commission meeting, staff presented the discussion of allowing increased density in some areas of the Village. In addition to input from the Commission, the Planning & Zoning Board also provided input at their January meeting. Staff received direction that additional density should be made available in appropriate areas, and that the Village should be compensated for any additional allocated density. To accomplish this, staff feels that expansion and modification of the existing transfer of density program is a sensible approach; and the proposed Comprehensive Plan Amendment that is now being presented is the first step to enabling this. In addition to some reorganization and clarification of existing policies, this Amendment contains a new policy with several provisions:

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- Enable the existing transfer of density program to permit allocation of density up to 100 dwelling units per acre only for properties in the Commercial Future Land Use Category with direct access to Kennedy Causeway. This represents a 43% increase from the current maximum allowable 70 dwelling units per acre. The maximum allowable density allocation in the Multifamily High Density Residential Future Land Use Category will remain at 70 dwelling units per acre. The maximum allocation for properties in the Commercial Future Land Use Category without direct access to Kennedy Causeway will also remain at 70 dwelling units per acre. The strategy behind this proposed change is to allow some increased density on those properties where vehicle trips can be added without overburdening the internal Village transportation network.
- Vogel Park is proposed to be added as a sending site. This change will add another one-half acre of sending area to the current program (30 to 36 dwelling units, depending on dwelling unit size).

At their March meeting, the Village Planning & Zoning Board voted 4-1 to recommend approval of this Comprehensive Plan Amendment to the Village Commission. If the Commission feels that this proposed Amendment is consistent with the Village Comprehensive Plan and that it furthers the goals of the Village, we request that you vote to transmit this proposed Amendment to the State Land Planning Agency [Florida Department of Economic Opportunity (DEO)] for review. DEO will have 30 days to review the Amendment and notify the Village of any comments or objections. Once DEO is satisfied, then the Village Commission can adopt the Amendment.

While waiting to hear from DEO, the next step will be to revise the Village Land Development Code to implement these proposed changes to the Village Comprehensive Plan and present those revisions to the Village Planning & Zoning Board.

# Agenda Item 10A



## 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 11, 2018

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

**FROM:** Marlen D. Martell, MPA, CFM   
Village Manager

**SUBJECT:** Introduction of Ordinance

---

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

**AN AMENDMENT TO THE NORTH BAY VILLAGE COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT, CREATING A TRANSFER OF DENSITY PROGRAM TO ALLOW TRANSFER OF DENSITY FROM VILLAGE OWNED PROPERTIES TO PROPERTIES IN THE MULTI-FAMILY HIGH DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND COMMERCIAL FUTURE LAND USE CATEGORY, PROVIDING FOR AN INCREASED MAXIMUM DENSITY ALLOWED FOR PROPERTIES IN THE COMMERCIAL FUTURE LAND USE CATEGORY WITH DIRECT ACCESS TO KENNEDY CAUSEWAY.**

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

MDM:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 10A

## TRANSFERS OF DENSITY COMPREHENSIVE PLAN AMENDMENT

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

**AN AMENDMENT TO THE NORTH BAY VILLAGE COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT, CREATING A TRANSFER OF DENSITY PROGRAM TO ALLOW TRANSFER OF DENSITY FROM VILLAGE OWNED PROPERTIES TO PROPERTIES IN THE MULTI-FAMILY HIGH DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND COMMERCIAL FUTURE LAND USE CATEGORY, PROVIDING FOR AN INCREASED MAXIMUM DENSITY ALLOWED FOR PROPERTIES IN THE COMMERCIAL FUTURE LAND USE CATEGORY WITH DIRECT ACCESS TO KENNEDY CAUSEWAY. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

**WHEREAS**, the Mayor and Village Commission desire to encourage development in the Commercial Future Land Use Category;

**WHEREAS**, the Mayor and Village Commission have concluded that the Village's Comprehensive Plan should be amended to allow the Village to transfer unused development rights from Dr. Paul Vogel Community Park to privately owned parcels.

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

**SECTION 1.** The Future Land Use Element of the North Bay Village Comprehensive Plan is hereby amended as follows:

\* \* \* \* \*

**Policy 2.1.1:** Periodically review the Village's current balance of land uses and revise the Village's Comprehensive Plan and Land Development Regulations as necessary.

**Policy 2.1.2:** Adopt the following Future Land Use categories consistent with the Future Land Use Map and further defined in Land Development Regulations:

*Residential* – Residential areas with dwelling units used for permanent housing and subdivided into three districts based on density: Single family or low density allowing up to six dwelling units per acre, multi-family medium density allowing up to 40 units per acre, and multi-family high density allowing up to 70 dwelling units per acre with ancillary commercial up to 0.5 FAR.

*Commercial* – A broad range of general and professional office, retail, banking, hotel, and service establishments up to 3.0 FAR; and high density residential up to 70 dwelling units per acre.

# Agenda Item 10A

*Recreation and open space* – Permanent public parks and open spaces for recreational use, protection of natural resources, and urban buffers up to 0.25 FAR.

*Educational* – Public schools and ancillary facilities up to 2.0 FAR.

*Public Buildings and Grounds* – Government provided uses and facilities primarily serving the public up to 2.0 FAR.

*Institutional* – A non-profit or quasi-public use, including, but not limited to religious facilities, nursing homes, community centers, public or private schools or colleges, and hospitals or clinics up to 2.0 FAR.

*Marina* – Areas where boat docking facilities are offered for rent including docks and dry storage facilities up to 0.5 FAR.

\* \* \* \* \*

**Policy 2.1.13:** In order to further limit future residential uses within the Commercial Future Land Use category, the following restrictions apply:

1. Redevelopment of existing commercial uses will not be allowed unless the new development contains a commercial building square footage equal to at least fifty percent (50%) of the existing commercial use;
2. There will be no complete substitution of residential for commercial uses in the Village’s Commercial Future Land Use category. The minimum cumulative total floor area for commercial uses in all areas designated for the Commercial Future Land Use category is twenty-five percent (25%);
3. The Commercial Future Land Use Category will have a maximum FAR (floor area ratio) of 3.0 for commercial uses only, which includes hotels;

**Policy 2.1.14:** A transfer of density program shall allow additional residential density to be approved for new development in the Multi-family High Density Residential Future Land Use Category and the Commercial Future Land Use Category. The sending sites shall be land currently owned by the Village, which will not be developed into residential buildings in the future; the Village Hall site on Harbor Island, Vogel Park on Harbor Island, and the public works property on Treasure Island. Total bonus density allocation within the Village shall not exceed the total developable potential of the sending sites. Approval of bonus density shall be conditional upon approval by the Village Commission and payment by the developer of a community contribution fee, the standards and procedures for which shall be outlined in the Land Development Code.

1. Total density, including bonus, shall not be approved exceeding 70 dwelling units per acre for any property in the Multi-family High Density Residential Future Land Use Category.
2. Total density, including bonus, shall not be approved exceeding 70 dwelling units per acre for properties without direct access to Kennedy Causeway in the Commercial Future Land Use Category.

# Agenda Item 10A

Commercial Future Land Use Category.

- 3. Total density, including bonus, shall not be approved exceeding 100 dwelling units per acre for properties with direct access to Kennedy Causeway in the Commercial Future Land Use Category.

\* \* \* \* \*

**Policy 2.3.7:** Schools shall be allowed in the Multi-Family High Density and Educational land use categories.

## **SECTION 2. REPEALER.**

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

## **SECTION 3. SEVERABILITY.**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

## **SECTION 4. EFFECTIVE DATE.**

This Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance 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:

### **THE VOTES WERE AS FOLLOW:**

Mayor Connie Leon-Kreps	_____
Vice Mayor Andreana Jackson	_____
Commissioner Jose Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Eddie Lim	_____

**APPROVED ON FIRST READING** during a regular session of the North Bay Village Commission Meeting this \_\_\_ day of \_\_\_\_\_ 2018.

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:

# Agenda Item 10A

## FINAL VOTE ON ADOPTION:

Mayor Connie Leon-Kreps \_\_\_\_\_  
Vice Mayor Andreana Jackson \_\_\_\_\_  
Commissioner Jose Alvarez \_\_\_\_\_  
Commissioner Laura Cattabriga \_\_\_\_\_  
Commissioner Eddie Lim \_\_\_\_\_

**PASSED AND ENACTED** by the Commission of North Bay Village this \_\_\_\_ day  
of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Connie Leon-Kreps  
Mayor

## ATTEST:

\_\_\_\_\_  
Yvonne Hamilton, CMC  
Village Clerk

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

\_\_\_\_\_  
Norman C. Powell, Esq.  
**Village Attorney**





## 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, MAY 8, 2018** 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 ITEM AT PUBLIC HEARING:

- I. AN AMENDMENT TO THE NORTH BAY VILLAGE COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT, CREATING A TRANSFER OF DENSITY PROGRAM TO ALLOW TRANSFER OF DENSITY FROM VILLAGE OWNED PROPERTIES TO PROPERTIES IN THE MULTI-FAMILY HIGH DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND COMMERCIAL FUTURE LAND USE CATEGORY, PROVIDING FOR AN INCREASED MAXIMUM DENSITY ALLOWED FOR PROPERTIES IN THE COMMERCIAL FUTURE LAND USE CATEGORY WITH DIRECT ACCESS TO KENNEDY CAUSEWAY. (*FIRST 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 PROCEEDINGS, 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

(April 19, 2018)

BANKING/ FINANCE

# Amazon's Bezos Says Company Topped 100M Prime Members



DIEGO M. RADZINSCHI

Amazon has kept its Prime subscriber number a closely held secret, forcing analysts to estimate the figure based on shopper surveys.

by Spencer Soper

Amazon.com Inc. Chief Executive Officer Jeff Bezos said the e-commerce giant has exceeded 100 million paid Prime subscribers and will continue to invest to meet "ever-rising" customer expectations.

Bezos noted the milestone in his annual shareholder letter, published Wednesday. The letter is the founder's opportunity to underline his long-term strategy for investors, seeking to bolster their confidence as he continues to plow Amazon's money into expanding internationally, building a brick-and-mortar presence, and inventing new products such as Echo speakers and the Alexa voice-activated digital assistant.

Prime subscribers pay monthly or annual fees in exchange for quick delivery of online orders, music and video streaming and free online photo storage. The memberships encourage consumers to shop more with Amazon to get their money's worth, similar to warehouse clubs such as Costco Wholesale Corp. Amazon took its memberships a step further with additional digital perks, and sells add-ons such as a more robust music catalog for an additional monthly fee.

Amazon has kept its Prime subscriber number a closely held secret, forcing analysts to estimate the figure based on shopper surveys. Bezos' comments show that Seattle-based company is selling Prime memberships overseas, demonstrating it can replicate its U.S. success abroad, said RJ Hottovy, an analyst at Morningstar Inc. Amazon is losing money with its international expansion, but investors will be patient if the company is gaining Prime subscribers, he said.

"What we're seeing in Europe and other markets is similar to what we saw in the U.S. between 2010 and 2014," Hottovy said. "People see value in Prime memberships in terms of shipping speed and content. It's important to investors because membership retention rates are north of 90 percent."

Bezos cited Amazon's continued high marks from independent surveys, including the American Customer Satisfaction Index, as proof that the company continues to invent new ways to please customers, giving them new things they didn't realize they wanted.

"You cannot rest on your laurels in this world," he wrote. "Customers won't have it."

The letter praises Amazon's corporate culture, with Bezos maintaining that high standards are "teachable."

"People are pretty good at learning high standards simply through exposure," he said. "High standards are contagious. Bring a new person onto a high standards team, and they'll quickly adapt. The opposite is also true. If low standards prevail, those too will quickly spread."

The CEO also said that in 2017 Amazon shipped more than 5 billion items with Prime worldwide and more new members joined Prime than in any previous year. He added that 2017 was best year for hardware sales and that the company will continue to invest aggressively to expand its customer base, brand and infrastructure.

Amazon shares rose about 1.5 percent in extended trading after the letter was published.

Bezos' annual letter has special importance because investors aren't drawn to Amazon for its profits. The company's margins have been slimmer than 2 percent since 2011. They're investing instead in Bezos' ability to push into new markets and find fresh sources of revenue, which jumped 31 percent last year to \$178 billion. Amazon shares are up almost 70 percent in the past year, nearly five times the gain in the Standard & Poor's 500 Index.

Amazon has a big lead in cloud computing, a profitable and fast-growing market. It's building an advertising business to capitalize on its consumer web traffic. And the company is betting the Alexa voice-activated platform will become the next wave of interactions between people and devices, supplementing the computer mouse and touch-screen interfaces.

The company also faces new threats. Amazon is locked in a costly price war with Walmart Inc. as the two retail behemoths fight for dominance of the \$800 billion grocery business. And U.S. President Donald Trump has complained repeatedly that Amazon doesn't pay its fair share of taxes, is hurting traditional retailers and is getting a sweetheart deal from the post office.

Spencer Soper reports for Bloomberg News.



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THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

YVONNE P. HAMILTON, CMC  
VILLAGE CLERK

# Agenda Item 10B

DRAFT

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 32 OF THE NORTH BAY VILLAGE CODE BY REVISING SECTION 32.02 ENTITLED “VACANCIES OF MEMBERSHIP ON VILLAGE BOARDS”; PROVIDING FOR SERVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER EDDIE LIM)**

**WHEREAS**, the appointment of the members to any Village Board is a matter of great importance to the Village and its operational affairs; and

**WHEREAS**, the Commission of North Bay Village has determined that it is appropriate to ensure that the members of any Village Board possess high moral character and are not the subject of a felony criminal investigation at the time of their appointment and during their service on any Village Board.

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

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

**Section 2.** Chapter 32, Section 32.02 (D) is hereby by created to read as follows:

(D) The Commission shall not appoint or nominate any member to fill a vacancy on any Village Board who is the subject of a felony criminal investigation. If a member of any Board is arrested and charged with a felony, the member shall immediately inform the Village Clerk in writing and resign from the Village Board. A felony shall be defined by the Florida Statutes.

**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. 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.

# Agenda Item 10B

**Section 5. Repeal.** All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

**Section 6.** This Ordinance shall become effective upon its adoption.

The foregoing Ordinance 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:

Mayor Connie Leon-Kreps	_____
Vice Mayor Andreana Jackson	_____
Commissioner Jose Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Eddie Lim	_____

APPROVED ON FIRST READING during a regular session of the North Bay Village Commission Meeting this \_\_\_ day of \_\_\_\_\_ 2018.

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:

Mayor Connie Leon-Kreps	_____
Vice Mayor Andreana Jackson	_____
Commissioner Jose Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Eddie Lim	_____

PASSED AND ENACTED by the North Bay Village Commission this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR CONNIE LEON-KREPS

**ATTEST:**

\_\_\_\_\_  
YVONNE P. HAMILTON, CMC  
Village Clerk

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

\_\_\_\_\_  
Norman C. Powell, Esq.  
Village Attorney

# Agenda Item 10B



## 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 26, 2018

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

**FROM:** Commissioner Eddie Lim

A handwritten signature in black ink that reads "Eddie Lim".

**SUBJECT:** Introduction of Ordinance

---

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA  
AMENDING CHAPTER 32 OF THE NORTH BAY  
VILLAGE CODE BY REVISING SECTION 32.02  
ENTITLED "VACANCIES OF MEMBERSHIP ON  
VILLAGE BOARDS"; PROVIDING FOR SEVERABILITY;  
PROVIDING FOR INCLUSION IN THE VILLAGE CODE;  
PROVIDING FOR REPEAL, AND PROVIDING AN  
EFFECTIVE DATE.**

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

EL:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 10C



## 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 26, 2018

**TO:** Mayor Connie Leon-Kreps  
Vice-Mayor Andreana Jackson  
Commissioner Jose Alvarez  
Commissioner Laura Cattabriga  
Commissioner Eddie Lim

**RECOMMENDED BY:** Village Manager Marlen D. Martell, MPA, CFM

**PRESENTED BY STAFF:** Village Manager Marlen D. Martell, MPA, CFM

**SUBJECT:** North Bay Village Shared Registered Nurse

---

### RECOMMENDATION:

It is recommended that the Village Commission adopt the attached Resolution and approve an option for its proportionate share of funding for a School Registered Nurse at Treasure Island Elementary School.

The City of Miami Beach will be adding an additional day for a mental health professional, and the Village has an option to do the same.

Option 1: \$6,600 (Mental Health Professional – 1 day per week)

Option 2: \$8,000 (Mental Health Professional – pending confirmation)

### BACKGROUND:

Commencing with the 2013-2014 School Year, the City of Miami Beach, North Bay Village, the Town of Bal Harbor Islands, the Town of Surfside, Bal Harbor Village, and Miami Beach Chamber Education Foundation, Inc. have collectively provided funding for a Nurse Enhancement Initiative to provide healthcare services to students attending underserved public schools in these municipalities which has proven to be highly successful.

# Agenda Item 10C

## **FINANCIAL IMPACT:**

The cost for the Registered Nurse for the 2018-2019 School Year is approximately \$33,000, which is divided into three equal parts plus \$7,000 from the Chamber. North Bay Village pays 60% of the cost, and the City of Miami Beach covers 40% of the cost for Treasure Island Elementary School, which includes one (1) day of a mental health professional per week. If the Village is interested in having the mental health professional at the school two days per week, the cost will be \$8,000.

## **BUDGETARY IMPACT:**

The amount approved by the Commission will be appropriated in the FY 2019 Budget.

## **PERSONNEL IMPACT:**

There is no NBV personnel impact. Monitoring of the Registered Nurse will be provided by the Children's Trust and monitoring reports provided to City of Miami Beach, which will in turn be distributed to all participating municipalities.

# Agenda Item 10C



## 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 27, 2018

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

**FROM:** Marlen D. Martell, MPA, CFM   
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 ITS PROPORTIONATE SHARE  
OF FUNDING FOR A SCHOOL REGISTERED  
NURSE FOR TREASURE ISLAND  
ELEMENTARY SCHOOL; BUDGETING AND  
APPROPRIATING FUNDS; AUTHORIZING  
THE EXPENDITURE OF BUDGETED FUNDS;  
AND PROVIDING AN EFFECTIVE DATE.**

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

MDM:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim



# Agenda Item 10C

**Yvonne Hamilton**

---

**From:** Marlen Martell  
**Sent:** Wednesday, April 25, 2018 11:51 PM  
**To:** Yvonne Hamilton  
**Cc:** Norman Powell; Ana Deleon (adeleon@nbvillage.com)  
**Subject:** FW: Nurse Enhancement Initiative Behavioral Health Services MOU 2018-19 School Year

Yvonne,

Below is the information regarding the Nurse MOU. I will try to work on it tomorrow for the Commission meeting.

Thanks,  
M

-----Original Message-----

**From:** Julit Miller  
**Sent:** Wednesday, April 25, 2018 2:43 PM  
**To:** Rosenfeld, Leslie  
**Cc:** Marlen Martell; Allu, Ivan  
**Subject:** RE: Nurse Enhancement Initiative Behavioral Health Services MOU 2018-19 School Year

Thank you for providing this information. We will be in touch with you as we complete this agenda item.

[jmiller@nbvillage.com](mailto:jmiller@nbvillage.com)

-----Original Message-----

**From:** Rosenfeld, Leslie [<mailto:LeslieRosenfeld@miamibeachfl.gov>]  
**Sent:** Wednesday, April 25, 2018 1:43 PM  
**To:** Julit Miller  
**Cc:** Marlen Martell; Allu, Ivan; Rosenfeld, Leslie  
**Subject:** RE: Nurse Enhancement Initiative Behavioral Health Services MOU 2018-19 School Year

**Mental Health:**

North Bay Village provides funding in the amount of \$6,600.00 (total cost is \$33,000 which is divided into three equal parts plus \$7,000 from the chamber). NBV pays 60% of the cost, the City of Miami Beach covers 40% of the cost for Treasure Island. This provides 1 day of a mental health professional per week. If there is an interest to add an additional day, as Miami Beach is adding a day to elementary school located in our city limits, the cost would be about \$8,000 since the chamber funds are not available for a second day of service. Let me know soon.

**Agenda Planners:**

Treasure Island will order 490 agendas, each costing \$2.79, for a total of \$1,367.10. The school contributes \$1 per agenda (\$490), which leaves an amount of \$877.10, which will be split evenly between CMB and NBV (each city to pay \$438.55)

**ADL No Place for Hate:**

# Agenda Item 10C

In 2017-18 the program will cost \$7,875.00 of which CMB and ADL will each contribute \$3,750, and NBV contributes \$375. For the 2018-19 school year, the ADL no longer has a grant. As such, the cost will double for each of us, so NBV cost will be approximately \$750 as I am waiting on the ADL to provide the real cost.

If you would like me to attend the upcoming commission meeting, please let me know the date and time.

Leslie

Dr. Leslie Rosenfeld, Chief Learning and Development Officer ORGANIZATION DEVELOPMENT PERFORMANCE INITIATIVES

1700 Convention Center Drive, Miami Beach, FL 33139

Tel: 305-673-7000 ext 6923 / Fax: 786-394-4676 / [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

-----Original Message-----

From: Julit Miller [mailto:JMiller@nbvillage.com]

Sent: Wednesday, April 25, 2018 8:20 AM

To: Rosenfeld, Leslie

Cc: Marlen Martell; Allu, Ivan

Subject: RE: Nurse Enhancement Initiative Behavioral Health Services MOU 2018-19 School Year

Good morning Leslie,

Thank you for your response. Those are the three items Marlen noted from her discussion with you. Our Regular Commission meeting is scheduled for May 8, 2018.

Sincerely,

Julie

[jmiller@nbvillage.com](mailto:jmiller@nbvillage.com)

-----Original Message-----

From: Rosenfeld, Leslie [mailto:LeslieRosenfeld@miamibeachfl.gov]

Sent: Tuesday, April 24, 2018 5:58 PM

To: Julit Miller

Cc: Marlen Martell; Allu, Ivan

Subject: Re: Nurse Enhancement Initiative Behavioral Health Services MOU 2018-19 School Year

Okay. When is the meeting? I'll provide the details tomorrow, along with the agreements that were already provided to Marlen. We are discussing:

- Mental Health
- AGenda Planners
- ADL No Place for Hate program

Did I miss anything?

Ivan, please see me to discuss what needs to be provided.

Leslie

# Agenda Item 10C

Sent from my iPad

> On Apr 24, 2018, at 4:28 PM, Julit Miller <JMiller@nbvillage.com> wrote:

>

> Good after Leslie,

>

> Marlen asked me to follow up to gather more information for her presentation to the Commission regarding this matter. She needs all options listed separately with a description and cost for each. Each item will be presented then voted on separately.

>

> Thank you for your assistance with this request.

>

> Sincerely,

>

>

> Julit Miller

> Assistant to Village Manager

> North Bay Village

> 1666 Kennedy Causeway, Suite 300

> North Bay Village, FL 33141

> 305-756-7171 ext. 45

> jmill@nbvillage.com

>

> -----Original Message-----

> From: Marlen Martell

> Sent: Tuesday, April 24, 2018 3:50 PM

> To: Julit Miller

> Subject: FW: Nurse Enhancement Initiative Behavioral Health Services MOU

> 2018-19 School Year

>

>

>

>

>

>

> Marlen D. Martell, Village Manager

> North Bay Village

> 1666 Kennedy Causeway

> North Bay Village, FL 33141

> mmartell@nbvillage.com

> Office: (305) 756.7171 ext:21

> Cell: (786) 423-0047

>

>

>

>

>

> -----Original Message-----

> From: Rosenfeld, Leslie [mailto:LeslieRosenfeld@miamibeachfl.gov]

# Agenda Item 10C

> Sent: Monday, April 16, 2018 7:42 AM  
> To: Marlen Martell  
> Subject: Re: Nurse Enhancement Initiative Behavioral Health Services  
MOU  
> 2018-19 School Year  
>  
> Good morning,  
>  
> The MOU has been formed approved on my end. Each of our partners  
will  
> need to sign their portion, and seek approval (if needed) from their  
> elected officials. Once signed, I'll come pick up the 8 originals  
> from each town. If you'd like me to speak at your upcoming meeting  
to  
> provide data on utilization, etc. please let me know.  
>  
> Leslie  
>  
> Sent from my iPad  
>  
> On Apr 15, 2018, at 10:11 PM, Marlen Martell  
> <MMartell@nbvillage.com<mailto:MMartell@nbvillage.com>> wrote:  
>  
> Hello,  
>  
> I remember we spoke about this, but was the MOU executed.  
>  
> Thanks,  
>  
> From: Rosenfeld, Leslie [mailto:LeslieRosenfeld@miamibeachfl.gov]  
> Sent: Monday, April 9, 2018 8:59 AM  
> To: Bert Wrains;  
>  
> 'golmedillo@townofsurfsidefl.gov<mailto:golmedillo@townofsurfsidefl.gov>  
> ';  
>  
> 'rwasson@bayharborislands-fl.gov<mailto:rwasson@bayharborislands-fl.gov>  
> ' ; 'manager@balharbourfl.gov<mailto:manager@balharbourfl.gov>'; Marlen  
> Martell  
> Cc: Morales, Jimmy; 'Jerry Libbin'; Allu, Ivan; 'Duncan Tavares';  
> Rosenfeld, Leslie  
> Subject: RE: Nurse Enhancement Initiative Behavioral Health Services  
MOU  
> 2018-19 School Year  
>  
> Managers,  
>  
> An original of the attached MOU was delivered on Friday, April 6.  
> Please let me know if you'd like me to attend your upcoming commission  
> meeting to review the program status, and provide support of this very  
> important partnership.  
>

# Agenda Item 10C

> I'd like to pick up the originals at some point in May. Please let  
> me  
> know when signed.  
>  
> Warmest regards,  
> Leslie  
>  
> <image001.jpg>  
> Dr. Leslie Rosenfeld, Chief Learning and Development Officer  
> ORGANIZATION DEVELOPMENT PERFORMANCE INITIATIVES  
> 1700 Convention Center Drive, Miami Beach, FL 33139  
> Tel: 305-673-7000 ext 6923 / Fax: 786-394-4676 /  
> www.miamibeachfl.gov<http://www.miamibeachfl.gov/>  
>  
> From: Rosenfeld, Leslie  
> Sent: Tuesday, April 03, 2018 11:12 AM  
> To: 'Bert Wrains';  
>  
> 'golmedillo@townofsurfsidefl.gov<mailto:golmedillo@townofsurfsidefl.gov>  
>';  
>  
> 'rwasson@bayharborislands-fl.gov<mailto:rwasson@bayharborislands-fl.gov>  
>'; 'manager@balharbourfl.gov<mailto:manager@balharbourfl.gov>'  
> Cc: Morales, Jimmy; 'Jerry Libbin'; Rosenfeld, Leslie; Allu, Ivan;  
> 'Duncan Tavares'  
> Subject: Nurse Enhancement Initiative Behavioral Health Services MOU  
> 2018-19 School Year  
>  
> Managers,  
>  
> I am attaching the MOU to sustain our Nurse Enhancement Initiative  
> (Mental Health Services) for the 2018-19 school year. I will be  
> hand  
> delivering originals to each of our for review and signature. I am  
> available to present the information at an upcoming meeting if so  
> requested.  
>  
> I have also attached an LTC that provides data on services provided  
> from  
> August 2017-January 2018.  
>  
> Thank you in advance for your support of our youth!  
>  
> Leslie  
>  
> <image001.jpg>  
> Dr. Leslie Rosenfeld, Chief Learning and Development Officer  
> ORGANIZATION DEVELOPMENT PERFORMANCE INITIATIVES  
> 1700 Convention Center Drive, Miami Beach, FL 33139  
> Tel: 305-673-7000 ext 6923 / Fax: 786-394-4676 /  
> www.miamibeachfl.gov<http://www.miamibeachfl.gov/>  
>

# Agenda Item 10C

> From: Rosenfeld, Leslie  
> Sent: Thursday, March 22, 2018 12:44 PM  
> To: 'Bert Wrains';  
> 'manager@balharobourfl.gov<mailto:manager@balharobourfl.gov>';  
>  
> 'golmedillo@townofsurfsidefl.gov<mailto:golmedillo@townofsurfsidefl.gov>  
>';  
>  
> 'rwasson@bayharborislands-fl.gov<mailto:rwasson@bayharborislands-fl.gov>  
>';  
> Cc: Morales, Jimmy; 'Jerry Libbin'; Rosenfeld, Leslie  
> Subject: RE: Nurse Enhancement Initiative Behavioral Health Services  
> Aggregate Summary Report  
>  
> Managers,  
>  
> We are looking forward to sustaining the Nurse Mental Health  
Initiative  
> for the 2018-19 school year. I plan to send the amended agreement  
to  
> you soon. As a reminder, the commitment for each of you is listed  
> below:

> North Bay Village	\$6,600
> Surfside	\$3,600
> Bal Harbor	\$3,600
> Bay Harbor	\$3,600
> CMB	\$15,400
> Chamber	\$7,200

>  
> Please let me know if you'd like to add this item to your next  
> commission agenda. If so, I will be available to attend.  
>  
> Thank you,  
> Leslie  
>  
>  
> <image001.jpg>  
> Dr. Leslie Rosenfeld, Chief Learning and Development Officer  
> ORGANIZATION DEVELOPMENT PERFORMANCE INITIATIVES  
> 1700 Convention Center Drive, Miami Beach, FL 33139  
> Tel: 305-673-7000 ext 6923 / Fax: 786-394-4676 /  
> www.miamibeachfl.gov<http://www.miamibeachfl.gov/>  
>  
> From: Rosenfeld, Leslie  
> Sent: Thursday, February 22, 2018 2:46 PM  
> To: 'Bert Wrains';  
> 'manager@balharobourfl.gov<mailto:manager@balharobourfl.gov>';  
>  
> 'golmedillo@townofsurfsidefl.gov<mailto:golmedillo@townofsurfsidefl.gov>  
>';  
>  
> 'rwasson@bayharborislands-fl.gov<mailto:rwasson@bayharborislands-fl.gov>

# Agenda Item 10C

> '  
> Cc: Rosenfeld, Leslie; Morales, Jimmy  
> Subject: FW: Nurse Enhancement Initiative Behavioral Health Services  
> Aggregate Summary Report  
>  
> Managers,  
>  
> Please see the attached information on our Nurse Enhancement Initiative  
> for Behavioral Health Services.  
>  
> Thank you for your partnership! I hope to see you all soon with an  
> agreement to sustain for next school year.  
>  
> Leslie  
>  
> <image001.jpg>  
> Dr. Leslie Rosenfeld, Chief Learning and Development Officer  
> ORGANIZATION DEVELOPMENT PERFORMANCE INITIATIVES  
> 1700 Convention Center Drive, Miami Beach, FL 33139  
> Tel: 305-673-7000 ext 6923 / Fax: 786-394-4676 /  
> www.miamibeachfl.gov<<http://www.miamibeachfl.gov/>>  
>  
> From: Hernandez, Carmen  
> Sent: Thursday, February 22, 2018 2:27 PM  
> To: D'Agostin, Charles; Abarca, Nestor; Alvarez, Lily; Anchia, Miguel;  
> Bada, Kristy; Barbou, Regis; Bello, Alejandro; Berthier, Melissa;  
> Bridges, Sonia; Buigas, Theresa; Casanova, Cynthia; City Attorney's  
> Office; City Clerk's Office; City Manager's Office; Collado, Ines; De  
> Pinedo, Naima; Del Risco, Jose; Department Directors; Executive Staff;  
> Feldman, Steven; Firtel, Lauren; Fontani, Diana; Frances, Francis;  
> Franco-Rubines, Laura; Garcia, Adonis; Garcia, Monica; Goldberg,  
> Morgan;  
> Gonzalez, Alian; Gueimunde, Jorge; Hall, Taylor; Harriss, Jannet;  
> Henry  
> Stolar; Hernandez, Leonor; Jenkins, Robert; Joseph, Pierre; Lucas,  
> Jennifer; Management Team; Mayor's Office; Mehu, Amy; Mejia, Valeria;  
> Miranda, Fidel; Monserrat, Marcia; Nicholson, Natasha; Peacock,  
> Althea;  
> Pedraja, Vania; Perez, Febe; Peron-Sellan, Vianca; Pineda, Yanira;  
> Plotkin, Andrew; Quezada, Ramon; Rodriguez, Claudia; Rodriguez,  
> Ernesto;  
> Saba, Daphne; Sam, Yarily; Vargas, Ellen; Wong, Claudia; Wong, Luis;  
> Yudasto, Arju  
> Subject: RE: Nurse Enhancement Initiative Behavioral Health Services  
> Aggregate Summary Report  
>  
> Honorable Mayor Gelber, Commissioners and Executive Staff:  
>  
> Please see attached LTC 093-2018 dated February 22, 2018. If you have  
> any questions, please contact this office at any time.  
>

# Agenda Item 10C

> Respectfully submitted,  
>  
>  
>  
> Carmen  
> MIAMIBEACH  
> Carmen Hernandez, Office Associate IV  
> OFFICE OF THE CITY CLERK  
> 1700 Convention Center Drive, Miami Beach, FL 33139  
> Tel: 305-673-7000 Ext 6508 / Fax: 305-673-7254 /  
>  
> carmenhernandez@miamibeachfl.gov<mailto:carmenhernandez@miamibeachfl.gov  
>>  
>  
> We are committed to providing excellent public service and safety to  
all  
> who live, work and play in our vibrant, tropical, historic community.  
>  
>  
>  
>



# Agenda Item 10C

## MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION TO IMPLEMENT A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2018/2019

This is a Memorandum of Understanding ("MOU") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **City of Miami Beach ("CMB")**, **North Bay Village ("NBV")**, the **Town of Bay Harbor Islands ("TBHI")**, the **Town of Surfside ("TS")**, **Bal Harbour Village ("BHV")**, and the **Miami Beach Chamber Education Foundation, Inc. ("MBCEF")** (collectively, the "Parties") to provide for funding and for the implementation of a Nurse Enhancement Initiative as provided herein, and as to be provided in an agreement between **MBCEF** and **The Children's Trust ("TCT")**.

### WITNESSETH

**WHEREAS**, the Parties have determined that a program to provide healthcare services to students attending underserved public schools is in the best interests of the health and public welfare of the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village (the "**Participating Municipalities**"); and

**WHEREAS**, following the Parties' determination that students at North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the "**Participating Schools**") did not have full-time on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach, the Parties entered into a Memorandum of Understanding on August 19, 2013 for a Nurse Initiative, and another Memorandum of Understanding on April 23, 2014, to provide healthcare services to the **Participating Schools** during the 2013/2014 and the 2014/2015 School Years; and

**WHEREAS**, due to the success of Nurse Initiatives during the 2013/2014 and 2014/2015 School Years, the Parties implemented an enhanced nurse initiative ("Nurse Enhancement Initiative") for the 2015/2016, 2016/2017, and the 2017/2018 School Years for the Participating Schools because the basic healthcare services previously funded in the Nurse Initiative by the Participating Municipalities, the Miami Beach Chamber Education Foundation, Inc., and the Children's Trust, were provided by the Children's Trust via the new School Health Programs, and

**WHEREAS**, the Nurse Enhancement Initiative established at the **Participating Schools** for School Years 2015/2016, 2016/2017, and 2017/2018 was a success and the Parties wish to provide for another nurse enhancement initiative for the 2018/2019 School Year; and

# Agenda Item 10C

**WHEREAS**, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2018/2019 as herein provided and pursuant to a separate agreement to be entered into between **MBCEF** and **TCT**.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree to provide for a Nurse Enhancement Initiative for the Participating Schools during the 2018/2019 School Year as follows:

1. **MBCEF** shall enter into an agreement with **TCT** whereby **TCT** shall provide services for behavioral health and **TCT** shall provide certain schedules and reports as follows:
  - a) A monthly report of services provided at each of the **Participating Schools** shall be provided to the **Participating Schools** and to **MBCEF**; and
  - b) A monthly and an annual report shall be provided to the **Participating Municipalities** and to **MBCEF** documenting the percent of students returning to class after all visits relative to the above services at the **Participating Schools**.
2. On or before November 10, 2018, **MBCEF** shall provide funding to **TCT** for the 2018/2019 Nurse Enhancement Initiative in the amount of \$7,000.
3. On or before October 31, 2018, the **Participating Municipalities** shall provide their proportionate share of funds for the 2018/2019 Nurse Enhancement Initiative to **MBCEF**, subject to budget approval by the **Participating Municipalities**, which funds **MBCEF** shall hold in escrow pending the execution of its agreement with **TCT** referenced in paragraph 1. The **Participating Municipalities'** proportionate remaining share of funding for the 2018/2019 School Year shall be paid by October 31, 2018 in the following amounts:
  - i) **CMB** shall provide funding in the amount of \$15,400.00;
  - ii) **NBV** shall provide funding in the amount of \$6,600.00;
  - iii) **TBHI** shall provide funding in the amount of \$3,667.00;
  - iv) **TS** shall provide funding in the amount of \$3,667.00;
  - v) **BHV** shall provide funding in the amount of \$3,667.00;
4. **MBCEF** shall serve as the fiscal agent to collect the funds to be paid as provided in paragraph 3 above and shall disperse such funds to **TCT** after

# Agenda Item 10C

entering into the agreement with **TCT** referenced in paragraph 1 and upon receipt of invoices from **TCT**.

5. **MBCEF** shall indemnify and hold harmless the **Participating Municipalities** and their respective officers employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the **Participating Municipalities** or their officers, employees agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this **MOU** by **MBCEF** or its employees, agents, servants, partners, principals, or subcontractors. **MBCEF** shall pay claims and losses in connection therewith and shall investigate and defend all claims suits or actions of any kind or nature in the name of the **Participating Municipalities**, where applicable, including appellate proceedings, and shall pay all costs, judgements, and attorney's fees which may issue thereon.
6. In the event that one or more of the **Participating Municipalities** is not able to secure funds for their respective proportionate share of funding as provided in paragraph 3, then the remaining contributing **Participating Municipalities** may, in coordination with the **MBCEF** agree in writing to adjust the services to be provided through the Nurse Enhancement Initiative.
7. In the event that any of the provisions in this **MOU** are not performed, or if the 2018/2019 Nurse Enhancement Initiative is terminated after funds have been dispersed to **MBCEF** as provided in paragraphs 3 and 4, then **MBCEF** shall promptly reimburse each of the **Participating Municipalities** their proportionate share of unused funds. If any combination or all of the **Participating Municipalities** agree to implement a Nurse Enhancement Initiative for the 2019/2020 School Year, then **MBCEF** may, as directed by the Participating Municipalities in writing, hold any unused funds in escrow to be applied toward the 2019/2020 Nurse Enhancement Initiative. Any unused funds shall be credited toward each of the **Participating Municipalities'** proportionate share for the 2019/2020 Nurse Enhancement Initiative.

# Agenda Item 10C

**IN WITNESS THEREOF**, the Parties hereto have executed by their respective and duly authorized officers the day and year first above written.

**ATTEST:**

**CITY OF MIAMI BEACH**, a Municipal Corporation of the State of Florida

By: \_\_\_\_\_  
Rafael E. Granado, City Clerk

By: \_\_\_\_\_  
Dan Gelber, Mayor

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

4/2/18  
Date

# Agenda Item 10C

**ATTEST:**

**NORTH BAY VILLAGE**, a Municipal Corporation of the State of Florida

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village Manager

Approved as to form and  
Legal sufficiency

\_\_\_\_\_

# Agenda Item 10C

**ATTEST:**

**TOWN OF BAY HARBOR ISLANDS**, a Municipal Corporation of the State of Florida

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor/Town Manager

Approved as to form and  
Legal sufficiency

\_\_\_\_\_

# Agenda Item 10C

**ATTEST:**

**TOWN OF SURFSIDE**, a Municipal Corporation of the State of Florida

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor/Town Manager

Approved as to form and  
Legal sufficiency

\_\_\_\_\_

# Agenda Item 10C

**ATTEST:**

**BALL HARBOUR VILLAGE**, a Municipal Corporation of the State of Florida

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Mayor/Village Manager

Approved as to form and  
Legal sufficiency

\_\_\_\_\_



# Agenda Item 10C

ATTEST:

MIAMI BEACH CHAMBER EDUCATION  
FOUNDATION

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

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

Approved as to form and  
Legal sufficiency

\_\_\_\_\_

# Agenda Item 10C

MIAMI BEACH

OFFICE OF THE CITY MANAGER

NO. LTC #  
**093-2018**

LETTER TO COMMISSION

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: February 22, 2018

SUBJECT: Nurse Enhancement Initiative Behavioral Health Services Aggregate Summary Report

Please find attached aggregate summary report for the municipal funded Nurse Enhancement Initiative for Behavioral Health/Mental Health youth support services from August 21, 2017 through January 31, 2018 for North Beach Elementary, South Pointe Elementary, Fienberg Fisher K-8 Center, Biscayne Elementary, Treasure Island Elementary, Ruth K. Broad Bay Harbor K-8 Center, Nautilus Middle School, and Miami Beach Senior High School. For the 2016-17 school years, the initiative was enhanced to include behavioral health services (mental health services) to three (3) schools in the feeder pattern and was further expanded in the 2017-18 school year to an additional five (5) Miami Beach public schools.

Overall, 613 youth have received support services in the 2017-18 school year from the Licensed Clinical Social Worker (Social Worker) in all Miami Beach feeder public schools for 1,185 psychosocial issues. The enhanced behavioral services include on-site access to a licensed clinical social worker to provide services including, but not limited to, the following:

- Psychosocial interventions
  - Academic Issues
  - Attention Issues
  - Aggression/Violence
  - Anger Management
  - Anxiety
  - Attention Issues
  - Disruptive Behavior
  - Depression
  - Stress Management
  - Family Issues
- Family (Group) Therapy
- Systematic Therapy
- Play Therapy
- Cognitive-Behavioral Therapy

# Agenda Item 10C

Below is the Social Worker schedule providing days of service for each feeder public school:

Social Worker	Title	Monday	Tuesday	Wednesday	Thursday	Friday
Nora Curia	LMHC	Borinquen Mental Health	Borinquen Mental Health	Ruth K. Broad K-8	Miami Beach Senior High	Miami Beach Senior High School
Gabriel Lamas	MSW	Miami Beach Senior High School	Fienberg K-8 Center	Miami Beach Senior High	South Point Elementary	Fienberg Fisher K-8 Center
Tamar Oppenheimer	LCSW	Nautilus Middle School	North Beach Elementary	Treasure Island Elementary	Nautilus Middle School	Biscayne Elementary School

Each elementary school receives support through this initiative one (1) day per week, Fienberg Fisher K-8 and Nautilus Middle two (2) days per week, and Miami Beach Senior High School four (4) days per week.

Please contact me with any questions. Updates will be provided as information becomes available.

Attachments

  
KGB/LDR

C: Executive Staff  
Dr. Leslie Rosenfeld, Chief Learning Development Officer

# Agenda Item 10C



**Aggregate Summary Report**  
 Encounters From: 8/21/2017 through 1/31/2018  
 Run Date: 2/20/2018 1:29:48 PM



Social Worker Visit	
Social Worker Services	Total
Adaptive Behavior Assessment with Parent	10
Class Observation	9
Counseling - Crisis	7
Counseling - Family	90
Counseling - Group	59
Counseling - Post Crisis	8
Counseling - Student/Individual	368
Depression Screening	21
Depression Screening Follow-Up	0
Home Visit Attempted - Complete	18
IEP/Staffing Team Meeting	1
Psychosocial/Behavioral Assessment	2
School Support Team Meeting	8
Social History - In Development	4
Student Initial Background Screening	0
Student Services Team Meeting	8
Truancy Study Team Meeting	0
<b>Total</b>	<b>613</b>

Psychosocial Problem	Total
Academic Issues	92
Aggression/Violence	27
Alcohol Usage	0
Anger Management	80
Anxiety	79
Attendance/Truancy	47
Attention Issues	253
Bereavement Issues	8
Bullying/Harrassment	28
Chronic Medical Problems	7
Crisis Intervention	3
Dating Issues	0
Depression	73
Disruptive Behavior	59
Domestic Violence	5
Eating Disorder	5
Economic Issues/Basic Needs	8
Family Issues	100
Growth & Development	75
Healthy Lifestyle	18

# Agenda Item 10C



**Aggregate Summary Report**  
 Encounters From: 8/21/2017 through 1/31/2018  
 Run Date: 2/20/2018 1:29:48 PM



Homelessness	1
Housing Issues	5
Identity Issues	1
Legal Issues	1
Neglect	8
Oppositional Defiant Behavior	8
Peer Issues	59
Personal Hygiene	6
Physical Abuse	4
Safety	37
Self Esteem	38
Sexual Abuse	0
Sexual Activity/Teen Pregnancy	2
Sleep Disorder	3
Somatic	4
Stress Management	36
Substance Abuse	0
Suicidal Ideation	4
Tobacco	1
<b>Total</b>	<b>1185</b>

Outcome Disposition	Total
Ambulance/911/Emergency Called	1
Returned to Class	498
Sent Home	59
Transported to ER	0
<b>Total</b>	<b>558</b>

# BEHAVIORAL HEALTH SERVICES

## FINDING PEACE OF MIND

The City of Miami Beach, through our Education Compact with Miami-Dade Public Schools is offering behavioral/mental health support and community referral services for all Miami Beach public school children through The Children's Trust and Borinquen Medical Center.

## SERVICES

A Licensed Clinical Social Worker (LCSW) provides the following behavioral/mental health services at each school:

- Cognitive-Behavioral Therapy
- Systematic Therapy
- Home Visit
- Participate Teacher/Parent Conference
- Family (Group) Therapy
- Play Therapy

**1 in 3**

Children suffer developmental or behavioral disabilities that limit their health and school performance.



Behavioral health issues can affect a student's performance, increase truancy, school dropout rates, and difficulties in learning.



If you are interested in learning more about these services, please contact your child's school LCSW, counselor or nurse.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

**MIAMIBEACH**

# SERVICIOS DE SALUD MENTAL

## ENCONTRANDO TRANQUILIDAD

La Ciudad de Miami Beach, a través de nuestro Pacto de Educación con las Escuelas Públicas del Condado de Miami-Dade, está ofreciendo apoyo para la salud mental/conductual y servicios de referencias para todos los niños en las escuelas públicas en Miami Beach a través de The Children's Trust y Borinquen Medical Center.

## SERVICIOS

Un trabajador social de clínica licenciado (LCSW) provee los siguientes servicios de salud mental/conductual en cada escuela:

- Terapia cognitiva-conductual
- Terapia sistemática
- Participar en conferencia de maestro/padre
- Visita a domicilio
- Terapia de familia (grupo)
- Terapia de juego

# 1 in 3

Niños sufren discapacidades de desarrollo o mentales que limitan su salud y su rendimiento escolar.



Problemas de salud mental pueden afectar el rendimiento del estudiante, aumentar ausentismo, porcentaje de abandono escolar, y dificultades en aprendizaje.



Si usted está interesado en conocer más sobre estos servicios, por favor contacte al LCSW, consejero, o enfermero designado a la escuela de su hijo.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

# MIAMIBEACH

# Agenda Item 10D



## 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:** May 8, 2018

**TO:** Mayor Connie Leon Kreps  
Vice-Mayor Andreana Jackson  
Commissioner Jose Álvarez  
Commissioner Laura Cattabriga  
Commissioner Eddie Lim

**RECOMMENDED BY MANAGER:** Marlen Martell, Village Manager

**SUBJECT:** Financing for the Purchase of Sakura Property

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#### **BACKGROUND:**

The Village Commission directed the Village Manager to research and attempt to purchase the property at 1335 Kennedy Causeway, including the parking lot. This is the location of the closed Sakura Restaurant. The asking price at the time was \$2,900,000. The Commission approved the Manager to attempt to purchase the property at a price not to exceed \$2,900,000.

The conceptual idea was that with the 2 properties located in the general area of each other the Village could design buildings that could meet the needs for a police/fire station, dispatch, commission chambers and offices along with space for the Post Office, building department, and administrative offices for the Village.

#### **CURRENT:**

The Commission at the March 13, 2018 meeting authorized the Village Attorney to continue to negotiate with the property owner and attempt to reduce the price. The owner has agreed to a final sale price of \$2,295,625. With the closing costs, the final cost will be near \$2,350,000. The loan document allows up to \$2,400,000 if necessary.

There were several offers made by both sides, and they have approved the "Agreement for Sale and Purchase" at \$2,295,625. This will also require the Village to waive/remove all code enforcement liens owed, which will be \$304,375.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreana Jackson

Commissioner  
Jose Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim



# Agenda Item 10D

The Village's Finance Advisor, PFM, has requested bids for securing financing of the purchase of this property. They have narrowed the selection to PNC Bank for the amount of the original estimate of \$2.7 million. The Village will not have to borrow more than \$2,400,000 for this purchase. I had PFM advertise it for a 3 year loan that pays interest only in the beginning with a balloon payment at the end of 3 years. This will give the Village the time to put the question of approving full funding for the Village Hall project to the voters or secure the funding through a grant that may come available in the next year. The cost of this property will be included in the General Obligation bond issue, if approved by the voters within the next year. If the GO Bond is not approved, then we can refinance this loan over a 20 year period.

PFM's report is attached. They have recommended that the Village accept the fixed rate interest at 3.336% over the life of the loan. There is more market risk for the variable rate which is currently at 2.662% variable.

## **FINANCIAL:**

The Village will have to add \$144,000 for debt service and about \$144,000 in rental income. This should cover the debt service expense in the FY 2019 budget. The final Village Hall debt service will be based on the results of the GO Bond vote in 2018 or 2020. If this is approved as a GO debt for long term financing, the new debt will be a separate Ad Valorem debt service millage on the annual tax bill.

## **PERSONNEL**

None

# Agenda Item 10D



## 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 30, 2018

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

**FROM:** Marlen D. Martell, MPA, CFM   
Village Manager

**SUBJECT:** Introduction of Resolution

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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 EXECUTION AND DELIVERY OF A CAPITAL ASSET ACQUISITION TAXABLE NOTE, SERIES 2018 IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,400,000 FOR THE PURPOSE OF (I) PAYING OR PROVIDING REIMBURSEMENT FOR THE COSTS OF ACQUIRING PROPERTY LOCATED AT 1335 N.E. 79<sup>TH</sup> STREET CAUSEWAY WITHIN THE VILLAGE AND (II) PAYING CERTAIN COSTS OF ISSUANCE OF THE SERIES 2018 NOTE; FIXING CERTAIN DETAILS OF THE SERIES 2018 NOTE, INCLUDING THE SECURITY FOR THE PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND PROVIDING FOR THE ISSUANCE OF THE SERIES 2018 NOTE THEREUNDER; ACCEPTING THE PROPOSAL OF PNC BANK, NATIONAL ASSOCIATION FOR THE PURCHASE OF THE SERIES 2018 NOTE PURSUANT TO A NEGOTIATED SALE BY PRIVATE PLACEMENT; MAKING CERTAIN FINDINGS AS TO THE NECESSITY OF A NEGOTIATED SALE; AUTHORIZING OFFICIALS OF THE VILLAGE TO TAKE ALL NECESSARY ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2018 NOTE; AND PROVIDING AN EFFECTIVE DATE**

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

MDM:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 10D

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE EXECUTION AND DELIVERY OF A CAPITAL ASSET ACQUISITION TAXABLE NOTE, SERIES 2018 IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,400,000 FOR THE PURPOSE OF (I) PAYING OR PROVIDING REIMBURSEMENT FOR THE COSTS OF ACQUIRING PROPERTY LOCATED AT 1335 N.E. 79<sup>TH</sup> STREET CAUSEWAY WITHIN THE VILLAGE AND (II) PAYING CERTAIN COSTS OF ISSUANCE OF THE SERIES 2018 NOTE; FIXING CERTAIN DETAILS OF THE SERIES 2018 NOTE, INCLUDING THE SECURITY FOR THE PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND PROVIDING FOR THE ISSUANCE OF THE SERIES 2018 NOTE THEREUNDER; ACCEPTING THE PROPOSAL OF PNC BANK, NATIONAL ASSOCIATION FOR THE PURCHASE OF THE SERIES 2018 NOTE PURSUANT TO A NEGOTIATED SALE BY PRIVATE PLACEMENT; MAKING CERTAIN FINDINGS AS TO THE NECESSITY OF A NEGOTIATED SALE; AUTHORIZING OFFICIALS OF THE VILLAGE TO TAKE ALL NECESSARY ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2018 NOTE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN MARTELL)**

## RECITALS

**WHEREAS**, pursuant to the Constitution and laws of the State of Florida, including particularly Chapter 166, Florida Statutes, as amended, Chapter 159, Part VII, Florida Statutes, as amended, the Charter and Code of Ordinances of North Bay Village, Florida, as amended, and other applicable provisions of law (collectively, the “Act”), the Commission of North Bay Village, Florida (the “Commission”) is authorized to borrow money and issue bonds or notes to evidence the repayment thereof for the purpose of financing the costs of acquiring property that will be owned by North Bay Village, Florida (the “Village”); and

**WHEREAS**, pursuant to Resolution No. 2018-020 adopted by the Commission on April 10, 2018, the Commission authorized the execution and delivery of a Sale and Purchase Agreement with Equity One (Florida Portfolio) LLC (the “Seller”) to acquire from the Seller the property located at 1335 N.E. 79<sup>th</sup> Street Causeway within the Village (the “Property”); and

# Agenda Item 10D

**WHEREAS**, the Village desires to authorize the execution and delivery of its Capital Asset Acquisition Taxable Note, Series 2018 in an aggregate principal amount not to exceed \$2,400,000 (the "Series 2018 Note") in accordance with the terms of the Act and this Resolution for the purpose of (i) providing funds to pay or reimburse the Village for the costs of acquiring the Property; and (ii) paying certain costs of issuing the Series 2018 Note; and

**WHEREAS**, to provide for the sale of the Series 2018 Note, PFM Financial Advisors LLC ("PFM"), as financial advisor to the Village, issued a Request for Proposals on behalf of the Village on March 2, 2018 (the "RFP") seeking proposals from qualified and interested banking and financial institutions to purchase the Series 2018 Note pursuant to the terms and conditions set forth in the RFP; and

**WHEREAS**, the Village received five (5) responses to the RFP, all of which were determined to be responsive; and

**WHEREAS**, after review and analysis of the responses by PFM and staff of the Village, it was determined that the proposal submitted by PNC Bank, National Association dated March 16, 2018 (the "PNC Proposal") was the most favorable and in the best interest of the Village to accept; and

**WHEREAS**, pursuant to Resolution No. 2018-21 adopted by the Commission on April 10, 2018, the Commission authorized the Village Manager to work with PFM to secure a plan of financing to purchase the Property and further authorized the Village Manager and the Village Attorney to move forward with PNC Bank, National Association (the "Bank") to structure the plan of financing for the Property using the fixed interest rate option presented in the PNC Proposal; and

**WHEREAS**, the Village now desires to adopt a plan of financing to purchase the Property based on the fixed interest rate option presented in the PNC Proposal and, to evidence such plan of financing, to (i) provide for the execution and delivery of the Series 2018 Note under and pursuant to the terms of this Resolution and a loan agreement by and between the Village and the Bank, to be dated as of the date of initial issuance of the Series 2018 Note; (ii) fix certain terms, provisions and other matters relating to the Series 2018 Note; (iii) provide for the sale and award of the Series 2018 Note to the Bank on the terms and conditions set forth herein; and (iv) authorize the taking of such other actions as may be required in connection with the execution and delivery of such loan agreement and the Series 2018 Note, as more specifically provided for herein;

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

**Section 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference as if fully set forth in this Section.

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**Section 2. Definitions.** In addition to the words and terms defined in the recitals, as used in this Resolution, the following capitalized terms shall have the following meanings, except as otherwise expressly provided or unless the context otherwise clearly requires:

“Acquisition Fund” shall have the meaning provided for such term in Article I of the Loan Agreement.

“Amortization Requirements” shall mean such moneys required to be deposited in the Principal Account created in the Loan Agreement for the purpose of making the mandatory prepayment of principal or the payment of principal at Final Maturity of the Series 2018 Note.

“Authorized Depository” shall mean the State Board of Administration of Florida or a bank or trust company in the State which is eligible under the laws of the State to receive funds of the Village.

“Business Day” shall mean a day other than (i) a Saturday, Sunday or day on which the Holder is required or authorized by law or executive order to close for business, and (ii) a day on which the New York Stock Exchange is closed.

“Cost of Issuance Fund” shall have the meaning provided for such term in Article I of the Loan Agreement.

“Covenant Revenues” shall mean all of the Non-Ad Valorem Revenues budgeted and appropriated to pay the principal, Prepayment Price, if any, of and interest on the Series 2018 Note pursuant to Section 14 hereof.

“Final Maturity” shall mean July 1, 2021.

“Finance Director” shall mean the Finance Director of the Village or his designee.

“Financial Advisor” shall mean PFM, its successors and assigns, acting as financial advisor to the Village with respect to the Series 2018 Note, or any other financial advisory firm selected by the Village to serve in such capacity.

“Fiscal Year” shall mean that period commencing on October 1, and continuing to and including the next succeeding September 30, or such other annual period as may be prescribed by law or by the Village in accordance with law.

“Interest Payment Date” shall mean January 1 and July 1 of each year, commencing July 1, 2018.

“Loan Agreement” shall mean the Loan Agreement dated as of the date of initial issuance of the Series 2018 Note by and between the Village and the Bank, providing for a loan to be made to the Village by the Bank in an amount not to exceed \$2,400,000 and providing for the repayment of such loan by the Village to be evidenced by the Series 2018 Note.

# Agenda Item 10D

“Mayor” shall mean the Mayor of the Village or in the absence or inability of the Mayor to act, the Vice Mayor of the Village, or the officer succeeding to the principal functions of the Mayor or the Vice Mayor, respectively.

“Non-Ad Valorem Revenues” shall mean all revenues of the Village derived from any source whatsoever, other than ad valorem taxation on real or personal property, which are legally available to make payments due, or becoming due, on the Series 2018 Note.

“Note Counsel” shall mean the Law Offices of Steve E. Bullock, P.A. or such other lawyer or firm of lawyers recognized for expertise in municipal bond law and selected by the Village to act as Note Counsel under this Resolution.

“Note Fund” shall have the meaning provided for such term in Article I of the Loan Agreement.

“Noteholder,” “Holder,” “Holder of Note,” “Owner,” “Registered Owner” or any similar term, shall mean any Person, who shall be the registered owner of the Outstanding Series 2018 Note.

“Outstanding” when used with reference to the Series 2018 Note, shall mean, as of any date of determination, the Series 2018 Note theretofore executed and delivered except any portion of the Series 2018 Note:

(a) theretofore cancelled by the Village or delivered to the Village for cancellation, each in accordance with the provisions of the Loan Agreement; and

(b) which is deemed paid and no longer outstanding as provided herein or in the Loan Agreement;

“Paying Agent” shall mean the bank, trust company or other entity at any time serving as paying agent for the Series 2018 Note and at the time of the initial execution and delivery of the Loan Agreement and, until otherwise designated in writing by the Village, shall mean the Finance Director.

“Person” shall mean any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, governmental body, political subdivision, municipality, municipal authority or any other group or organization of individuals.

“Pledged Funds” shall mean, collectively, the amounts on deposit in the Note Fund and any other fund or account created pursuant to the Loan Agreement and pledged therein to secure the Series 2018 Note, including the Pledged Revenues.

“Pledged Revenues” shall mean (i) Covenant Revenues deposited into the Note Fund and (ii) any income received from the investment of moneys deposited into the Note Fund.

# Agenda Item 10D

“Prepayment Price” shall have the meaning provided for such term in Article I of the Loan Agreement.

“Registrar” shall mean the bank, trust company or other entity at any time designated to maintain the registration books of the Village with respect to the Series 2018 Note and to be responsible for the transfer and exchange of Series 2018 Note, which may also be the Paying Agent, and at the time of the initial execution and delivery of the Loan Agreement and, until otherwise designated in writing by the Village, shall mean the Finance Director.

“Resolution” shall mean this resolution, adopted by the Commission to authorize and approve the execution and delivery of the Loan Agreement and certain terms governing the issuance of the Series 2018 Note, as this resolution may be supplemented or amended from time to time in accordance with the terms hereof.

“State” shall mean the State of Florida.

“Village Attorney” shall mean Norman C. Powell, Esq., or such other lawyer or firm of lawyers selected by the Village to act as the attorney for the Village under this Resolution.

“Village Clerk” shall mean the Clerk of the Village or her designee.

“Village Manager” shall mean the Manager of the Village or her designee.

Words importing a singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations. Words defined in Section 1 hereof that appear in this Resolution in lower case form shall have the meanings ascribed to them in the definitions in Section 1 unless the context shall otherwise indicate.

**Section 3. Authority for this Resolution.** This Resolution is adopted pursuant to and in accordance with the provisions of the Act.

**Section 4. Findings.** It is hereby ascertained, determined and declared that:

(a) The Village is authorized under the Act to execute and deliver the Series 2018 Note, to deposit the proceeds thereof into the Acquisition Fund to pay all or a portion of the cost of the Property, and into the Cost of Issuance Fund to pay all or a portion of the cost of the execution and delivery of the Series 2018 Note and, subject to the provisions of this Resolution and the Loan Agreement, to provide for the payment when due of the principal or Prepayment Price, if any, of and interest on the Series 2018 Note from the Pledged Funds.

(b) Based on the advice of PFM, a negotiated sale by private placement of the Series 2018 Note is in the best interests of the Village for the following reasons:

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(i) The underlying security structure is one that is broadly understood by market participants;

(ii) The structure and timing of the issuance of the Series 2018 Note requires extensive planning and it is not practical for the Village, the Financial Advisor or the purchaser of the Series 2018 Note to engage in such planning within the time constraints and uncertainties inherent within a competitive bidding process;

(iii) The short average life of the transaction lends itself to the competitive solicitation of banking and financial institutions undertaken by the Village pursuant to the RFP;

(iv) Market conditions are such that the type of credit represented by the Series 2018 Note would be well received by banking and financial institutions; and

(v) The vagaries of the current and near future municipal market for securities similar to the Series 2018 Note demand that the Village have the maximum time and flexibility to obtain the most favorable interest rates available.

(c) It is in the best interest of the Village to accept the PNC Proposal and to award the sale of the Series 2018 Note to the Bank pursuant to the terms and conditions of the fixed interest rate option set forth in the PNC Proposal, as such terms and conditions may be modified by the provisions set forth in this Resolution or in the Loan Agreement.

**Section 5. Resolution Constitutes Contract.** In consideration of the acceptance of the Series 2018 Note authorized to be issued hereunder by those who shall own the same from time to time, this Resolution and the Loan Agreement shall be deemed to be and shall constitute a contract between the Village and such Noteholders, and the covenants and agreements herein and therein set forth to be performed by the Village shall be for the equal benefit, protection and security of each owner of the Series 2018 Note.

**Section 6. Selection of Purchaser of Series 2018 Note.** The Commission hereby approves acceptance of the PNC Proposal providing for the private placement and negotiated sale of a fixed interest rate Series 2018 Note to the Bank to evidence the loan to be made to the Village by the Bank to finance the acquisition of the Property and pay certain costs of issuing the Series 2018 Note; provided, however, that prior to the issuance of the Series 2018 Note, the Village shall receive and accept from the Bank a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, as amended.

**Section 7. Description of Series 2018 Note.**

(a) Subject and pursuant to the provisions of this Resolution and the Loan Agreement, the Series 2018 Note to be designated the "North Bay Village, Florida Capital Asset Acquisition Taxable Note, Series 2018" (or such other designation approved by the Village Manager, conclusively evidenced by the Village Manager's execution and delivery



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of the Series 2018 Note) is hereby authorized to be executed and delivered in an aggregate principal amount not to exceed Two Million Four Hundred Thousand Dollars (\$2,400,000) for the purpose of providing funds to (i) finance the acquisition of the Property and (ii) pay certain cost of issuing the Series 2018 Note. The original denomination of the Series 2018 Note shall be reduced as principal payments on the Series 2018 Note are made.

(b) The Series 2018 Note shall be issuable as one (1) fully registered Note and shall be in substantially the form set forth as Exhibit A to the Loan Agreement, with such appropriate variations, omissions and insertions as may be required therein to reflect the terms and conditions of this Resolution and the Loan Agreement, and as may otherwise be deemed necessary and approved by the Village Manager, upon consultation with the Finance Director, the Village Attorney and Note Counsel, with the Village Manager's execution of the Series 2018 Note being conclusive evidence of her approval and the Village's approval of such variations, omissions and insertions. The Series 2018 Note shall be issued in the name of and directly to the Bank, or in the name of such related party to the Bank as shall be designated by the Bank and approved by the Village Manager, upon consultation with the Finance Director, the Village Attorney and Note Counsel, with the Village Manager's execution of the Series 2018 Note being conclusive evidence of her approval thereof.

(c) The Series 2018 Note shall be dated its date of execution and delivery and shall bear interest at the rate set forth in the Loan Agreement (which shall not exceed 4.00% per annum, except with respect to the Default Rate, as defined in the Loan Agreement) from its date of execution and delivery to the date of its Final Maturity or earlier prepayment. Such interest shall be payable semiannually on each Interest Payment Date, subject to optional prepayment prior to Final Maturity in accordance with the terms of the Loan Agreement. Interest on the Series 2018 Note shall be calculated on the basis of a 360 day year consisting of twelve (12) thirty (30) day months.

(d) On the date of the issuance of the Series 2018 Note, the Village shall receive an amount equal to the par amount of the Series 2018 Note from the Bank as the full purchase price of the Series 2018 Note.

**Section 8. Payment of Series 2018 Note.** Any amount required to be paid under the Series 2018 Note shall be payable in any coin or currency of the United States of America that is legal tender for the payment of public and private debts at the time of such payment. Interest on the Series 2018 Note, Amortization Requirements and any Prepayment Price shall be paid by check or draft drawn upon the Paying Agent or, while the Village serves as Paying Agent, any Authorized Depository designated by the Village for the payment of such interest, Amortization Requirements or Prepayment Price, and mailed to the Registered Owner on each Interest Payment Date, or on any prepayment date, at the address of such Registered Owner appearing on the registration books maintained by the Village, as Registrar, or any Registrar designated by the Village, at the close of business on the third (3<sup>rd</sup>) day (whether or not a Business Day) before such payment is due; provided, however, that, upon written request of the Bank or any subsequent Holder, such payments may be made (i) by wire transfer to the bank and bank account specified

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in writing by the Bank or by such subsequent Holder (such bank being a bank within the continental United States), if the Bank or such Holder has advanced to the Paying Agent any amount charged by the Bank or such Holder to pay the cost of such wire transfer or authorized the Paying Agent to deduct any cost of such wire transfer imposed by the Bank or such Holder from the payment due to the Bank or to such subsequent Holder, or (ii) in such other manner as the Village and the Bank or any subsequent Holder shall agree upon in writing. Upon final payment of the principal or Prepayment Price, if any, of and interest due on the Series 2018 Note, the Holder thereafter shall promptly surrender the Series 2018 Note to the Registrar.

**Section 9. Execution of Series 2018 Note.** The Series 2018 Note shall be executed in the name of the Village by the manual or facsimile signature of the Village Manager, and attested by the Village Clerk, either manually or with her facsimile signature. In addition, the Village Attorney shall execute the Series 2018 Note by his manual or facsimile signature, showing approval as to form and legal sufficiency, and the Series 2018 Note shall be authenticated by the manual signature of the Finance Director, on behalf of the Village, as the initial Registrar. In case any one or more of the officers who shall have signed the Series 2018 Note shall cease to be such officer before the Series 2018 Note so signed shall have been actually sold and delivered, such Series 2018 Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed the Series 2018 Note had not ceased to hold such office. The Series 2018 Note may be signed on behalf of the Village by such person as at the actual time of the execution of the Series 2018 Note shall hold the proper office, although at the date of the Series 2018 Note such person may not hold such office or may not be so authorized.

**Section 10. Negotiability, Registration and Cancellation.** The Registrar shall keep books for the registration of the Series 2018 Note and for the registration of transfers of the Series 2018 Note. The Series 2018 Note may be exchanged at the office of the Registrar for a like aggregate principal amount of the Series 2018 Note Outstanding at the time of such exchange. The Series 2018 Note shall be transferable by the Holder in person or by the Holder's attorney duly authorized in writing only upon surrender thereof, together with the completed Assignment included with the Series 2018 Note, duly executed by the Holder or by the Holder's duly authorized attorney. Upon the transfer of the Series 2018 Note, the Village shall cause to be issued in the name of the transferee a new Series 2018 Note in the principal amount Outstanding at the time of such transfer.

Notwithstanding the foregoing or any provision of this Resolution or the Loan Agreement to the contrary, the Series 2018 Note shall not be transferred unless the new purchaser has received the prior written consent of the Village (which consent shall not be unreasonably withheld) and has previously executed and provided to the Village a "sophisticated investor letter" in substantially the same form and substance as the "sophisticated investor letter" executed upon the initial issuance of the Series 2018 Note. If transferred, the Series 2018 Note shall only be transferred in whole.

**Section 11. Mutilated, Destroyed, Stolen or Lost Series 2018 Note.** If the Series 2018 Note is mutilated, destroyed, stolen or lost, the Village may, in its discretion (i) deliver a duplicate

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replacement Series 2018 Note, or (ii) pay the Series 2018 Note if it will mature on the next Interest Payment Date or has been called for prepayment. If a mutilated Series 2018 Note is to be replaced, such mutilated Series 2018 Note shall first be surrendered to the Registrar and, in the case of a lost, stolen or destroyed Series 2018 Note, there shall first be furnished to the Registrar and to the Village (if the Village no longer serves as Registrar) evidence of such loss, theft, or destruction satisfactory to the Registrar (and if the Village no longer serves as Registrar, to the Village), together with satisfactory indemnity. The Village and Registrar may charge the Holder for the replacement of the Series 2018 Note their reasonable fees and expenses for such replacement.

Any such duplicate Series 2018 Note shall constitute an original contractual obligation on the part of the Village, whether or not the lost, stolen or destroyed Series 2018 Note be at any time found by anyone, and such duplicate Series 2018 Note shall be entitled to equal benefits and rights as to lien on, and source of payment and security from, the funds pledged to the payment of the Series 2018 Note so mutilated, destroyed, stolen or lost.

**Section 12. Approval of Form of Loan Agreement.** The execution and delivery of the Loan Agreement is hereby authorized and approved. The Village Manager is hereby authorized to execute and the Village Clerk is hereby authorized to attest to and deliver the Loan Agreement in substantially the form approved at this meeting and attached hereto as Exhibit A, subject to such changes, insertions and omissions and such filling in of blanks as hereafter may be approved and made by the Village Manager upon the advice of the Finance Director, the Village Attorney and Note Counsel. The execution, attestation and delivery of the Loan Agreement, as described herein, shall be conclusive evidence of the Village's approval of any such determinations, changes, insertions, omissions or filling in of blanks.

**Section 13. Series 2018 Note Not Indebtedness of the Village.** The Series 2018 Note shall not be and shall not be deemed to constitute a debt, liability or obligation of the Village, the State or any political subdivision or agency thereof within the meaning of any constitutional, statutory or charter provisions or limitations, or a pledge of the faith and credit of the Village or the State or any political subdivision thereof but shall be payable solely from the Pledged Funds. No Holder shall ever have the right to compel the exercise of the ad valorem taxing power of the Village or any political subdivision of the State, or taxation in any form of any real or personal property therein, or the application of any funds of the Village or the State or any political subdivision or agency thereof, to pay the principal or Prepayment Price, if any, of or interest on the Series 2018 Note other than the Pledged Funds, in the manner and to the extent provided in this Resolution and the Loan Agreement.

Until payment has been provided as herein permitted, the payment obligations set forth in the Series 2018 Note shall be secured forthwith equally and ratably by a prior lien on the Pledged Funds, and the Village does hereby irrevocably pledge the same to such payment, when due.

**Section 14. Covenant to Budget and Appropriate.** To the extent permitted by and in accordance with applicable law, the Village covenants and agrees to appropriate in its annual budget each Fiscal Year, by amendment, if necessary, Non-Ad Valorem Revenues in an amount

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that will be sufficient to pay the principal of and interest on the Series 2018 Note due and payable during such Fiscal Year, whether at Final Maturity or by mandatory sinking fund prepayment, and to make other required payments, including, without limitation, the Prepayment Price if the Series 2018 Note is to be called for optional prepayment in accordance with the provisions of the Loan Agreement. Such covenant and agreement to budget and appropriate Non-Ad Valorem Revenues to pay the Series 2018 Note as stated above shall be cumulative to the extent not paid, and shall continue until Non-Ad Valorem Revenues in amounts sufficient to make all such required payments have been budgeted, appropriated and actually paid.

Notwithstanding the foregoing, such covenant and agreement to budget and appropriate does not (i) create any lien upon or pledge of Non-Ad Valorem Revenues in favor of the Holder prior or superior to any other creditor of the Village that is or shall be payable from Non-Ad Valorem Revenues; (ii) except as limited by the anti-dilution provisions of the Loan Agreement, preclude the Village from pledging the Non-Ad Valorem Revenues to pay other obligations of the Village; (iii) require the Village to levy or collect any particular fees, charges, assessments or other forms of revenue to continue to produce or increase Non-Ad Valorem Revenues or (iv) require the Village to develop or maintain any services or programs to generate or increase Non-Ad Valorem Revenues. Such covenant and agreement to budget and appropriate is subject in all respects to the payment of obligations secured by a pledge of any portion of the Non-Ad Valorem Revenues heretofore or hereinafter entered into (including the payment of debt service on other notes, bonds, or debt instruments of the Village). To the extent permitted by applicable law, the covenant and agreement to budget and appropriate shall impose upon the Village a positive duty to budget and appropriate, by amendment, if necessary, amounts sufficient to meet the obligations of the Village under the Series 2018 Note, subject, however, in all respects to the obligation of the Village to budget and appropriate for services and programs which are essential public purposes of the Village or which are otherwise legally mandated by law.

**Section 15. Modification or Amendment.** This Resolution may be further amended and supplemented as necessary to accomplish the issuance of the Series 2018 Note or as necessary in connection with the purposes for which the Series 2018 Note is being issued; provided, however, that, except as set forth below, while the Bank is the Noteholder, no modification or amendment of this Resolution affecting the Series 2018 Note shall be made without the written consent of the Bank.

This Resolution may be amended, changed, modified and altered with notice to, but without the consent of, the Bank:

- (a) to cure any ambiguity or formal defect or omission in this Resolution or in any supplemental resolutions or to correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions contained herein; or
- (b) to grant to or confer upon the Holder any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holder; or

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(c) to add to the conditions, limitations and restrictions on the issuance of Series 2018 Note under the provisions of this Resolution, other conditions, limitations and restrictions thereafter to be observed; or

(d) to add to the covenants and agreements of the Village in this Resolution other covenants and agreements thereafter to be observed by the Village or as may be required to comply with any federal or state securities laws, or to surrender any right or power herein reserved to or conferred upon the Village.

If at any time after the issuance of the Series 2018 Note the Village proposes to adopt a supplemental resolution hereto which requires the consent of the Bank, the Village shall cause a notice of such proposed supplemental resolution to be delivered personally or sent by registered or certified mail, postage prepaid, to the Bank at its address appearing on the registration books of the Registrar. Such notice shall briefly set forth the nature of the proposed supplemental resolution and include a copy of such resolution or information as to how a copy may be obtained. Any failure to mail the notice required by this Section shall not affect the validity of such supplemental resolution then consented to or approved as provided in this Section.

**Section 16. Severability of Invalid Provisions.** If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of this Resolution or of the Series 2018 Note.

**Section 17. Payments Due on Saturdays, Sundays and Holidays.** In any case where the maturity date of, or the date for the payment of the principal or Prepayment Price, if any, of or interest on the Series 2018 Note shall not be a Business Day, then payment of such principal or Prepayment Price, if any, of or interest need not be made by the Paying Agent on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the Interest Payment Date, the date of maturity or the date fixed for prepayment, and no interest shall accrue for the period after such Interest Payment Date, date of maturity or date fixed for prepayment.

**Section 18. No Third Party Beneficiaries.** Except as otherwise expressly provided herein or in the Loan Agreement, nothing in this Resolution or in the Loan Agreement, express or implied, is intended or shall be construed to confer upon any Person, other than the Village and the Noteholder, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Loan Agreement, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Village and the Noteholder.

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**Section 19. Controlling Law; Members of Commission, Officials, Agents, Representatives and Employees Not Liable.** All covenants, stipulations, obligations and agreements of the Village contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the Village to the full extent authorized by the Act and provided by the Constitution and laws of the State. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent, representative or employee of the Commission or the Village in his or her individual capacity, and neither the members of the Commission, the Mayor, the Village Manager, the Village Clerk, the Village Attorney, nor the Finance Director shall be liable personally on the Series 2018 Note or under this Resolution or shall be subject to any personal liability or accountability by reason of the adoption of this Resolution, the issuance of the Series 2018 Note or the execution thereof or of instruments related thereto by such members, agents, officers, representatives or employees of the Commission or the Village.

**Section 20. Further Authorizations.** The Mayor, the Village Manager, the Village Clerk, the Finance Director, the Financial Advisor, Note Counsel and such other officers, employees, agents and representatives of the Village as may be designated by the Commission, the Mayor, the Village Manager, the Village Clerk or the Finance Director, or either of them, are each designated as agents of the Village, as necessary, in connection with the sale, issuance and delivery of the Series 2018 Note and are authorized and empowered, collectively or individually, to take all action and steps on behalf of the Village that are necessary or desirable in connection with the execution and delivery of the Series 2018 Note, and which are not inconsistent with the terms and provisions of this Resolution, and the Mayor, the Village Manager, the Village Clerk and the Finance Director are each authorized and empowered to execute all instruments, contracts, certificates and other documents on behalf of the Village for such purpose. Any actions heretofore taken by such officers, employees, agents or representatives of the Village for such purpose are hereby ratified, confirmed and approved. Any and all costs incurred in connection with the issuance of the Series 2018 Note are hereby authorized to be paid from the proceeds of the Series 2018 Note or from any other funds of the Village designated for such payment or determined by the Finance Director to be available for such purpose.

**Section 21. Creation of Funds and Accounts.** In addition to each of the other authorizations set forth in this Resolution, the Mayor, the Village Manager and the Finance Director are each authorized and, as applicable, directed, to create the Note Fund and, upon consultation with the Financial Advisor, the Village Attorney and Note Counsel, to create within the Loan Agreement such other funds and accounts as are determined to be necessary or advisable to provide for (i) the use of the proceeds of the Series 2018 Note and (ii) payment of the principal or Prepayment Price, if any, of and interest on the Series 2018 Note, each in accordance with the terms of this Resolution and the Loan Agreement. Amounts to be held in such funds and accounts shall be delivered to and held by the Village in an Authorized Depository designated by the Finance Director, in trust for the benefit of, and shall be subject to a lien and charge in favor of, the Registered Owner until such amounts are used for purposes set forth in the Loan Agreement.

The designation and establishment of the various funds and accounts authorized and directed to be created in Loan Agreement shall not be construed to require the establishment of

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completely independent, self-balancing funds, as such term is commonly defined and used in governmental accounting, but rather is intended to constitute an earmarking of certain revenues for the purposes set forth in the Loan Agreement and to establish certain priorities for the application of such revenues.

**Section 22. Headings for Convenience Only.** Any headings preceding the text of the several sections hereof shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect.

**Section 23. Repeal of Inconsistent Resolutions.** All resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, superseded and repealed.

**Section 24. Effective Date.** This Resolution shall take effect immediately upon adoption.

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

**FINAL VOTE FOR ADOPTION:**

Mayor Connie Leon-Kreps	_____
Vice Mayor Andreana Jackson	_____
Commissioner Jose Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Eddie Lim	_____

PASSED AND ADOPTED this \_\_\_\_\_ day of May, 2018.

\_\_\_\_\_  
CONNIE LEON-KREPS, Mayor

**ATTEST:**

\_\_\_\_\_  
YVONNE P. HAMILTON  
Village Clerk

# Agenda Item 10D

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

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NORMAN C. POWELL, ESQ.  
Village Attorney

North Bay Village Resolution Authorizing Issuance of Capital Asset Acquisition Taxable Note, Series 2018.



# Agenda Item 10D

EXHIBIT A

FORM OF LOAN AGREEMENT

# Agenda Item 10D

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## LOAN AGREEMENT

between

NORTH BAY VILLAGE, FLORIDA  
as Borrower

and

PNC BANK, NATIONAL ASSOCIATION,  
as Lender

Relating to:

NORTH BAY VILLAGE, FLORIDA  
CAPITAL ASSET ACQUISITION TAXABLE NOTE  
SERIES 2018

Dated as of May \_\_\_\_, 2018

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*Exhibit "A"*

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## LOAN AGREEMENT

This **LOAN AGREEMENT** (this "Agreement") is made and entered into as of May \_\_\_\_, 2018, by and between **NORTH BAY VILLAGE, FLORIDA**, a municipality created and existing under and by virtue of the laws of the State of Florida (the "Village"), and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association qualified to transact business in the State of Florida and its successors and assigns (the "Bank");

### WITNESSETH:

**WHEREAS**, the Village is authorized pursuant to the Constitution and laws of the State of Florida, including particularly Chapter 166, Florida Statutes, as amended, Part VII of Chapter 159, Florida Statutes, as amended, the Charter and Code of Ordinances of North Bay Village, Florida, as amended, and other applicable provisions of law (collectively, the "Act"), to, among other things, (i) borrow money and issue bonds or notes to evidence the repayment thereof for the purpose of financing the costs of acquiring property that will be owned by the Village, and (ii) pledge certain non-ad valorem revenues of the Village for the payment of such debts; and

**WHEREAS**, pursuant to Resolution No. 2018-020 adopted by of the Commission of the Village (the "Commission") on April 10, 2018, the Commission authorized the execution and delivery of a Sale and Purchase Agreement with Equity One (Florida Portfolio) LLC (the "Seller") to acquire from the Seller the property located at 1335 N.E. 79<sup>th</sup> Street Causeway within the Village (the "Property"); and

**WHEREAS**, pursuant to Resolution No. 2018-21 adopted by the Commission on April 10, 2018, the Commission authorized the Village Manager to work with PFM Financial Advisors LLC ("PFM"), as financial advisor to the Village, to secure a plan of financing to purchase the Property and further authorized the Village Manager and the Village Attorney to proceed with a plan to structure a fixed interest rate transaction with the Bank to finance the purchase the Property; and

**WHEREAS**, the Village deems it necessary, desirable and in the best interest of the Village to acquire the Property with proceeds from a loan to be made by the Bank to the Village (the "Loan") in the amount of Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000) (the "Loan Amount"), the repayment of which shall be evidenced by the issuance of the \$2,350,000 North Bay Village, Florida Capital Asset Acquisition Taxable Note, Series 2018 (the "Series 2018 Note"); and

**WHEREAS**, the Bank is willing to make the Loan Amount available to the Village pursuant to the terms of this Agreement for the purpose of financing the cost of (i) acquiring the Property from the Seller and (ii) issuing the Series 2018 Note; and

**WHEREAS**, the Bank is authorized to make the Loan to the Village in the Loan Amount pursuant to applicable law and the Bank's internal procedures and the Village is authorized to borrow the Loan Amount from the Bank and to secure its repayment as provided in this Agreement pursuant to the Act and Resolution No. 2018-\_\_ adopted by the Commission on May 8, 2018 (the "Note Resolution"); and

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**WHEREAS**, to provide certain representations, warranties and covenants relating to the Loan and the repayment thereof, as evidenced by the Series 2018 Note, the Village and the Bank desire to enter into this Agreement;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the parties to this Agreement hereby agree as follows:

## ARTICLE I DEFINITION OF TERMS

**Section 1.01. Definitions.** In addition to the words and terms defined elsewhere in this Agreement, any capitalized words or terms used in this Agreement that are not normally capitalized and not defined herein shall have the meaning ascribed thereto in the Note Resolution, unless the context or use herein indicates a different meaning. In addition, the following capitalized words and terms used in this Agreement shall have the meanings specified in this Article I.

“Acquisition Fund” shall mean the North Bay Village, Florida Capital Asset Acquisition Taxable Note, Series 2018 Acquisition Fund established for the purpose of paying all or a portion of the costs of acquiring the Property and so designated under Section 4.02(a) hereof.

“Applicable Interest Period” shall mean the period from the date of issuance of the Series 2018 Note to the Final Maturity.

“Authorized Investments” shall mean and include such obligations as shall be legal investments for funds of the Village under the laws of the State.

“Cost of Issuance Fund” shall mean the North Bay Village, Florida Capital Asset Acquisition Taxable Note, Series 2018 Cost of Issuance Fund established for the benefit of the Series 2018 Note and so designated under Section 4.02(b) hereof.

“Counterparty” shall mean the entity entering into a Hedge Agreement with the Village. Counterparty also includes any guarantor of such entity’s obligations under such Hedge Agreement.

“Covenant Revenues” shall mean all of the Non-Ad Valorem Revenues budgeted and appropriated to pay the principal, Prepayment Price, if any, of and interest on the Series 2018 Note pursuant to Section 2.06 hereof.

“Debt” shall mean at any date (without duplication) all of the following, to the extent that they are secured by or payable in whole or in part from any Non-Ad Valorem Revenues: (i) all obligations of the Village for borrowed money or evidenced by bonds, debentures, notes or other similar instruments; (ii) all obligations of the Village to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (iii) all obligations of the Village as lessee under capitalized

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leases; and (iv) all indebtedness of other Persons to the extent guaranteed by, or secured by, Non-Ad Valorem Revenues; provided, however, if with respect to any obligation contemplated in (i), (ii), or (iii) above, the Village has covenanted to budget and appropriate sufficient Non-Ad Valorem Revenues to satisfy such obligation in the event that other revenues or funds pledged to secure such obligation are insufficient therefor, and with respect to any obligation contemplated in (iv) above, such obligation shall not be considered "Debt" for purposes of this Agreement unless the Village has actually used Non-Ad Valorem Revenues to satisfy such obligation during the immediately preceding Fiscal Year or reasonably expects to use Non-Ad Valorem Revenues to satisfy such obligation in the current or immediately succeeding Fiscal Year. After an obligation is considered "Debt" as a result of the proviso set forth in the immediately preceding sentence, it shall continue to be considered "Debt" until the Village has not used any Non-Ad Valorem Revenues to satisfy such obligation for two (2) consecutive Fiscal Years.

"Default Rate" shall mean a rate equal to the lesser of (i) the Prime Rate plus three percent (3.00%) per annum or (ii) the maximum rate permitted by law.

"Event of Default" shall mean any of the events described in Section 5.01 of this Agreement.

"Fitch" shall mean Fitch Ratings, Inc. and any successors or assigns.

"Hedge Agreement" shall mean an agreement in writing between the Village and a Counterparty and consented to by the Bank (which consent shall not be unreasonably withheld) pursuant to which (i) the Village agrees to pay to the Counterparty an amount, either at one time or periodically, which may, but is not required to, be determined by reference to the amount of interest (which may be at a fixed or variable rate) payable on Debt (or a notional amount) specified in such agreement during the period specified in such agreement and (ii) the Counterparty agrees to pay to the Village an amount, either at one time or periodically, which may, but is not required to, be determined by reference to the amount of interest (which may be at a fixed or variable rate) payable on Debt (or a notional amount) specified in such agreement during the period specified in such agreement.

"Hedge Payments" shall mean any amounts payable by the Village on the notional amount under a Qualified Hedge Agreement; excluding, however, any payments due as a penalty or by virtue of termination of a Qualified Hedge Agreement or any obligation of the Village to provide collateral.

"Interest Account" shall mean the North Bay Village, Florida Capital Asset Acquisition Taxable Note, Series 2018 Interest Account established for the benefit of the Series 2018 Note and so designated in the Note Fund under Section 3.04 hereof.

"Moody's" shall mean Moody's Investors Service, Inc. and any successors or assigns.

"Non-Ad Valorem Revenues" shall mean all revenues of the Village derived from any source whatsoever, other than ad valorem taxation on real or personal property, which are legally available to make payments due, or becoming due, on the Series 2018 Note.

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“Note Fund” shall mean the North Bay Village, Florida Capital Asset Acquisition Taxable Note, Series 2018 Note Fund established pursuant to Section 3.04 hereof.

“Payments” shall mean all amounts payable by the Village of principal, Prepayment Price, if any, of and interest on the Series 2018 Note, and all other amounts payable by the Village pursuant to this Agreement.

“Pledged Funds” shall mean, collectively, the amounts on deposit in the Note Fund and any other fund or account created pursuant to this Agreement and herein pledged to secure the Series 2018 Note, including the Pledged Revenues.

“Pledged Revenues” shall mean (i) Covenant Revenues deposited into the Note Fund, and (ii) any income received from the investment of moneys deposited into the Note Fund.

“Prepayment Account” shall mean the North Bay Village, Florida Capital Asset Acquisition Taxable Note, Series 2018 Prepayment Account established for the benefit of the Series 2018 Note and so designated in the Note Fund under Section 3.04 hereof.

“Prepayment Price” shall mean the principal amount of the Series 2018 Note being prepaid plus an amount equal to the present value, if positive, of the product of (a) the difference between (i) the yield, on the beginning date of the Applicable Interest Period, of a U.S. Treasury obligation with a maturity the same or substantially similar to the Applicable Interest Period minus (ii) the yield on the prepayment date of a U.S. Treasury obligation with a maturity the same or substantially similar to the remaining maturity of the Applicable Interest Period, and (b) the principal amount to be prepaid, and (c) the number of years, including fractional years, from the prepayment date to the end of the Applicable Interest Period. The yield on any U.S. Treasury obligation shall be determined by reference to Federal Reserve Statistical Release H.15(519) “Selected Interest Rates.” For purposes of making present value calculations, the yield, on the beginning date of the Applicable Interest Period, of a U.S. Treasury obligation with a maturity the same or substantially similar to the Applicable Interest Period shall be the discount rate. For purposes of determining the Prepayment Price, a separate calculation shall be made with respect to each principal payment date (and the Final Maturity date) with respect to the portion of the Series 2018 Note prepaid, using the Applicable Interest Period, and the sum of such calculations shall be the Prepayment Price.

“Prime Rate” means the rate of interest per annum (but not necessarily the best or lowest rate charged borrowing customers of the Bank) published or announced by the Bank from time to time as its prime rate, changes in which shall become effective as of the beginning of the day on which such change is announced.

“Principal Payment Date” means July 1 of each year, commencing July 1, 2019.

“Qualified Hedge Agreement” shall mean a Hedge Agreement with respect to which the Village has received written notice from at least two of the Rating Agencies that the rating of the Counterparty is not less than “A.”



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“Rating Agencies” shall mean Moody’s, S&P and Fitch.

“S&P” shall mean S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, and any successors or assigns.

**Section 1.02. Interpretation.** Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

**Section 1.03. Titles and Headings.** The titles and headings of the articles and sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions of this Agreement, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

**Section 1.04. Incorporation of Whereas Clauses.** The recitals and findings contained in the Whereas clauses of this Agreement are hereby incorporated by this reference as if fully set forth in this Section.

[End of Article I]

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## ARTICLE II

### REPRESENTATIONS, WARRANTIES AND COVENANTS

**Section 2.01. Representations of the Village.** The Village represents, warrants and covenants that:

(a) The Village is a municipality validly created and existing under the laws of the State. Pursuant to the Note Resolution, the Village has duly authorized (i) the execution and delivery of this Agreement and the performance by the Village of its obligations hereunder, and (ii) issuance of the Series 2018 Note and the performance by the Village of its obligations relating thereto.

(b) The Village has complied with all of the provisions of the Constitution and laws of the State, including the Act, relating to the adoption of the Note Resolution, the execution and delivery of this Agreement and the issuance of the Series 2018 Note and has full right, power and authority to enter into and consummate the transactions contemplated by this Agreement or under the Series 2018 Note and to perform its obligations hereunder and thereunder.

(c) To the best knowledge of the Village, the transactions contemplated by the Note Resolution, the Series 2018 Note and this Agreement do not conflict in any material respect with the terms of any statute, order, rule, regulation, judgment, decree, agreement, instrument or commitment to which the Village is a party or by which the Village is bound.

(d) The Village is duly authorized and entitled to issue the Series 2018 Note in an amount equal to the Loan Amount and, when executed in accordance with the terms of the Note Resolution, this Agreement (assuming due authorization, execution and delivery by the Bank) and the Series 2018 Note will constitute legal, valid and binding obligations of the Village enforceable in accordance with their respective terms, subject as to enforceability to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or to the exercise of judicial discretion in accordance with general principles of equity.

(e) There are no actions, suits or proceedings pending or, to the best knowledge of the Village, threatened against or affecting the Village, at law or in equity, before or by any governmental body or authority that, if adversely determined, would materially impair the ability of the Village to perform the its obligations under this Agreement or under the Series 2018 Note.

(f) No authorization, consent, approval, license, exemption of or registration or filing with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, has been or will be necessary for the valid execution, delivery and performance by the Village of this Agreement, the Series 2018

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Note and the related documents, except such as have been obtained, given or accomplished.

(g) The Village is not in default in the payment when due of any indebtedness of the Village.

(h) The financial statements of the Village for the Fiscal Year ended September 30, 2017, copies of which have been furnished to the Bank, have been prepared in accordance with generally accepted accounting principles and present fairly the financial condition of the Village as of such date and the results of its operations for the period then ended. Since September 30, 2017, there has been no material adverse change in the financial condition, revenues, properties or operations of the Village.

(i) Any information, reports, other papers and data prepared by the Village and furnished to the Bank by the Village in writing were, at the time the same were so furnished, true and accurate in all material respects. There is no fact, circumstance or condition which materially and adversely affects or, so far as the Village can reasonably foresee, will materially and adversely affect: (i) the financial condition, revenues, properties or operations of the Village or (ii) the validity or enforceability of, or the authority or ability of the Village to perform its obligations under, the Note Resolution, this Agreement, the Series 2018 Note or any related document.

(j) The Village will furnish to the Bank, at no cost to the Bank, or will make available on the Village's public website by each date set forth below, the following:

(i) within two hundred ten (210) days of the end of each Fiscal Year, a copy of the annual audited financial statements of the Village, including all standard statements for a comprehensive annual financial report of a municipality, prepared by a certified public accountant of the Village;

(ii) no later than the first day of each Fiscal Year, the annual budget of the Village; and

(iii) with reasonable promptness, such other data and information customarily prepared by the Village as may be reasonably requested by the Bank from time to time.

**Section 2.02. Representations of the Bank.** The Bank represents, warrants and covenants that:

(a) The Bank is a national banking association duly organized and validly existing under the laws of the United States of America and duly authorized to conduct business in the State, with full power and authority to enter into this Agreement, to perform its obligations hereunder and to make the Loan in the Loan Amount. The execution and delivery of this Agreement by the Bank and the making of the Loan in the Loan Amount have been duly authorized by all necessary action on the part of the Bank

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and will not violate or conflict with the Bank's articles of association, bylaws, applicable laws or any material agreement, indenture or other instrument to which the Bank is a party or by which the Bank or any of its properties are bound.

(b) When executed by the Bank, this Agreement (assuming due authorization, execution and delivery by the Village) will constitute a legal, valid and binding obligation of the Bank enforceable in accordance with its terms, subject as to enforceability to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or to the exercise of judicial discretion in accordance with general principles of equity.

(c) Except for the payments required to be made by the Village pursuant to the terms of the Series 2018 Note, the Note Resolution, this Agreement, or as described in the Disclosure Letter delivered by the Bank on the date hereof pursuant to Section 218.385, Florida Statutes, as amended, no fees, costs or expenses related to making the Loan or submitting the PNC Proposal to the Village shall be paid to the Bank by the Village, including, without limitation, any servicing fees or similar costs relating to the Loan.

**Section 2.03. Making of Loan.** Pursuant to the terms and provisions of this Agreement, the Bank agrees to make the Loan to the Village in an amount equal to the Loan Amount for the purpose of (i) providing funds to pay or reimburse the Village for the costs of acquiring the Property; and (ii) paying certain costs of issuing Series 2018 Note.

**Section 2.04. Series 2018 Note Not Indebtedness of the Village.** When delivered by the Village pursuant to the terms of this Agreement, the Series 2018 Note shall not be and shall not be deemed to constitute a debt, liability or obligation of the Village, the State or any political subdivision or agency thereof within the meaning of any constitutional, statutory or charter provisions or limitations, or a pledge of the faith and credit of the Village or the State or any political subdivision thereof but shall be payable solely from the Pledged Funds, in the manner and to the extent provided herein and in the Note Resolution. No Noteholder shall ever have the right to compel the exercise of the ad valorem taxing power of the Village or any political subdivision of the State, or taxation in any form of any real or personal property therein, or the application of any funds of the Village, the State or any political subdivision or agency thereof, to pay the principal, Prepayment Price, if any, of or interest on the Series 2018 Note other than the Pledged Funds, in the manner and to the extent provided herein and in the Note Resolution.

**Section 2.05. Security for the Series 2018 Note.** The Series 2018 Note is a special and limited obligation of the Village payable as to principal, Prepayment Price, if any, and interest from the Pledged Funds in the manner and to the extent provided herein and in the Note Resolution. The Village does hereby irrevocably pledge the Pledged Funds to the payment of the Series 2018 Note in accordance with the provisions hereof. The pledge of and lien on the Pledged Funds shall attach at the time of delivery of the Series 2018 Note.

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## **Section 2.06. Covenant to Budget and Appropriate.**

(a) To the extent permitted by and in accordance with applicable law, the Village covenants and agrees that it will, in each Fiscal Year any Payments are due, budget, by amendment, if necessary, and appropriate sufficient Non-Ad Valorem Revenues to make such Payments as they become due.

(b) Such covenant and agreement to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until Non-Ad Valorem Revenues in amounts sufficient to make all such required payments have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant and agreement, the Village does not covenant or agree to maintain any services or programs, now provided or maintained by the Village, which generate Non-Ad Valorem Revenues or to develop any services or programs to increase the amount of Non-Ad Valorem Revenues generated by the Village.

(c) Such covenant and agreement to budget and appropriate does not create any lien upon or pledge of the Non-Ad Valorem Revenues, nor, except as otherwise provided in Section 2.08 hereof, does it preclude the Village from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Village to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Bank a prior or superior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Village. Such covenant and agreement to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of any portion of the Non-Ad Valorem Revenues heretofore or hereinafter entered into (including the payment of debt service on other notes, bonds or debt instruments of the Village). Such covenant and agreement to budget and appropriate for the purposes and in the manner stated herein shall have the effect of making available for the Payments, in the manner described herein, Non-Ad Valorem Revenues and, to the extent permitted by applicable law, placing on the Village a positive duty to budget and appropriate, by amendment, if necessary, amounts sufficient to meet its obligations hereunder, subject, however, in all respects to the obligation of the Village to budget and appropriate for services and programs which are essential public purposes of the Village or which are otherwise legally mandated by law.

**Section 2.07. Payment Covenant.** The Village covenants that it shall duly and punctually make the Payments from the Pledged Funds on the dates, at the place and in the manner provided herein and in the Series 2018 Note according to the true intent and meaning hereof and thereof.

**Section 2.08. Anti-Dilution Test.** The Village may incur additional Debt only if:

(a) after the issuance of any non-self-supporting revenue Debt the aggregate maximum annual debt service of the non-self-supporting revenue Debt issued by the Village will not exceed fifty percent (50%) of the total amount of Non-Ad Valorem Revenues for the immediately prior Fiscal Year (including investment income on Non-Ad Valorem Revenues); and

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(b) the total amount of Non-Ad Valorem Revenues for the immediately prior Fiscal Year (including investment income on Non-Ad Valorem Revenues) equals at least 2.00 times the aggregate maximum annual debt service of all Debt, including the proposed Debt.

For purposes of this Section 2.08, “non-self-supporting revenue Debt” shall not include any (i) enterprise fund debt of the Village or (ii) Debt that is secured by a direct pledge of any of the Non-Ad Valorem Revenues.

For the purposes of determining the maximum annual debt service for Debt pursuant to the covenants contained in this Section 2.08, annual debt service on Debt means, with respect to Debt that bears interest at a fixed interest rate, the actual annual debt service, and, with respect to Debt which bears interest at a variable interest rate, annual debt service on such Debt shall be determined assuming that interest accrues on such Debt at the current “Bond Buyer Revenue Bond Index,” as published in *The Bond Buyer* no more than two (2) weeks prior to any such calculation; provided, however, if any Debt, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, as defined in the immediately following sentence, annual debt service on such Debt shall be determined assuming such Debt is amortized over twenty-five (25) years on an approximately level debt service basis. For purposes of the foregoing sentence, “Balloon Indebtedness” means (i) the Series 2018 Note and (ii) any Debt, twenty-five percent (25%) or more of the original principal of which matures during any one Fiscal Year. In addition, with respect to debt service on any Debt which is subject to a Qualified Hedge Agreement, interest on such Debt during the term of such Qualified Hedge Agreement shall be deemed to be the Hedge Payments coming due during such period of time. For debt service on any Debt with respect to which the Village elects to receive or is otherwise entitled to receive direct subsidy payments from the United States Department of Treasury, when determining the interest on such Debt for any particular interest payment date, the amount of the corresponding subsidy payment shall be deducted from the amount of interest which is due and payable with respect to such Debt on the interest payment date, but only to the extent that the Village reasonably believes that it will be in receipt of such subsidy payment on or prior to such interest payment date.

(c) Prior to the incurrence of any additional debt, the issuance of which is subject to the anti-dilution test set forth in this Section 2.08, the Village will furnish to the Bank a certificate of the Finance Director or other authorized representative of the Village which evidences compliance with the anti-dilution test set forth above.

[End of Article II]

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## ARTICLE III DESCRIPTION OF NOTE; PAYMENT TERMS; OPTIONAL PREPAYMENT

### Section 3.01. Description and Payment Terms of Series 2018 Note.

(a) Pursuant to authority granted under the Note Resolution, the Village shall issue and deliver the Series 2018 Note to the Bank in the Loan Amount. The Series 2018 Note shall be designated the “North Bay Village, Florida Capital Asset Acquisition Taxable Note, Series 2018,” with the text thereof being substantially in the form attached hereto as Exhibit A, with such omissions, insertions and variations as may be necessary or desirable to reflect the terms of the Series 2018 Note. The provisions of the Series 2018 Note contained in the duly executed version thereof are hereby incorporated into this Agreement by this reference.

(b) The Series 2018 Note shall be dated the date of its delivery, shall bear interest at the rate set forth therein, and shall contain such other details as are provided herein and in the Note Resolution. The Series 2018 Note shall be executed in the name of the Village by the Village Manager and attested to and countersigned by the Village Clerk. In addition, the Village Attorney shall sign the Series 2018 Note, showing approval as to form and legal sufficiency. The signatures of the Village Manager, the Village Clerk, and the Village Attorney on the Series 2018 Note may be by facsimile. If any officer whose signature appears on the Series 2018 Note ceases to hold office before delivery of the Series 2018 Note, his or her signature shall nevertheless be valid and sufficient for all purposes. In addition, the Series 2018 Note may bear the signature of, or may be signed by, such persons as at the actual time of execution of the Series 2018 Note shall be the proper officers to sign the Series 2018 Note, although at the date of delivery of the Series 2018 Note such persons may not be such officers. The Series 2018 Note shall be authenticated by the manual signature of the Finance Director, on behalf of the Village, as the initial Registrar, and, upon such execution, authentication and delivery, the Registered Owner shall be entitled to the benefits of the Registered Owner under the Note Resolution and this Agreement.

(c) Interest on the Series 2018 Note shall be payable semi-annually on each Interest Payment Date and principal of the Series 2018 Note shall be payable on each Principal Payment Date, each in the manner set forth therein and in the Note Resolution. Interest on the Series 2018 Note shall be calculated on the basis of a 360 day year consisting of twelve (12) thirty (30) day months.

(d) There will be no Bank fees to maintain the Loan and the Series 2018 Note. The Bank shall pay for all of its costs relating to servicing the Loan and the Series 2018 Note. The Village agrees to pay the legal fees and costs of counsel to the Bank (not exceeding \$6,000) and the fees and expenses of the Financial Advisor, Village Counsel, Note Counsel or any other Person retained by the Village in connection with the issuance of the Series 2018 Note.

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## Section 3.02. Optional Prepayment.

(a) The Series 2018 Note shall be subject to prepayment, in whole or in part, on any Business Day at the option of the Village, at the Prepayment Price, plus interest accrued on the amount being prepaid to the date of prepayment; provided, however, that each such prepayment shall be in the amount of \$1,000 or any integral multiple thereof. Prepayment in part shall be applied against scheduled principal payments in inverse order of the scheduled Amortization Requirements, unless otherwise requested by the Village and agreed to by the Noteholder.

(b) Any optional prepayment shall be made on such Business Day as shall be specified by the Village in a written notice provided to the Noteholder not less than five (5) Business Days prior thereto by first class mail or such other form of delivery of written notice as shall be acceptable to the Noteholder. Notice having been given as aforesaid, the portion of the Prepayment Price represented by the portion of the Outstanding balance of the principal amount of the Series 2018 Note stated in such notice or the whole thereof, as the case may be, shall become due and payable on the prepayment date stated in such notice, together with the interest accrued and unpaid to the prepayment date on such principal amount then being paid and the remainder of the Prepayment Price. The amount of principal, interest and remaining Prepayment Price then due and payable shall be paid (i) in case the entire unpaid balance of the principal of the Series 2018 Note is to be prepaid, upon presentation and surrender of the Series 2018 Note at the designated office of the Paying Agent on the date specified for prepayment, and (ii) in case only part of the unpaid balance of principal of the Series 2018 Note is to be paid, upon notation of such partial prepayment by the Noteholder (with evidence of such notation provided to the Village) in a manner acceptable to the Noteholder and the Village. If on the prepayment date moneys for payment of the principal amount to be prepaid on the Series 2018 Note, together with interest to the prepayment date on such principal amount and the remainder of the Prepayment Price shall have been paid to the Noteholder, and if notice of prepayment shall have been given to the Noteholder as above provided, then from and after the prepayment date interest on such principal amount of the Series 2018 Note so prepaid shall cease to accrue. If said moneys shall not have been so paid on the prepayment date, such principal amount of the Series 2018 Note shall continue to bear interest until payment thereof at the interest rate borne by the Series 2018 Note.

(c) The notice of optional prepayment in whole or in part of the Series 2018 Note may be conditioned upon the deposit in trust for the benefit of the Noteholder of sufficient moneys to pay the amount of the Series 2018 Note to be prepaid on the prepayment date. In the case of an optional prepayment, unless the Village has paid or caused to be paid to the Noteholder an amount, which in addition to other amounts available therefor and held by the Noteholder, is sufficient to prepay all or the portion of the Series 2018 Note to be prepaid on the prepayment date at the Prepayment Price, together with interest due on the principal to be prepaid, the notice of prepayment shall be captioned "Conditional Notice of Prepayment" and shall state that: (i) the prepayment is conditioned on the receipt of moneys for such prepayment by the Noteholder on or prior to the prepayment date, (ii) the Village retains the right to rescind such notice on or prior



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to the scheduled prepayment date, and (iii) such notice and optional prepayment shall be of no effect if such moneys are not so paid on the prepayment date or if the notice is rescinded. Any conditional notice may be rescinded at any time prior to the prepayment date if the Village delivers a written notice of rescission to the Noteholder prior to any prepayment of the Series 2018 Note on the prepayment date.

(d) If a conditional notice of prepayment is given and either (i) the prepayment has been rescinded or (ii) moneys sufficient to pay the Prepayment Price are not timely received by the Noteholder, the prepayment for which such notice was given shall not be undertaken and the Series 2018 Note, or portion thereof scheduled to be prepaid, shall remain Outstanding. Following the delivery of a conditional notice of prepayment, neither the rescission of the prepayment nor the failure of the Village to make sufficient funds available for the scheduled prepayment shall constitute an Event of Default.

### **Section 3.03. Mandatory Sinking Fund Prepayment.**

(a) The Series 2018 Note is subject to mandatory sinking fund prepayment in part prior to maturity through the application of Amortization Requirements, at a prepayment price equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest to the prepayment date, on July 1 of each year in the following amounts and years specified:

<u>Due (July 1)</u>	<u>Amortization Requirement</u>
2019	\$ 40,000
2020	40,000
2021*	2,270,000

\* Final Maturity.

(b) No prepayment notice is required in connection with the payment of Amortization Requirements in accordance with the schedule provided for such payment set forth herein and in the Series 2018 Note.

**Section 3.04. Note Fund.** Pursuant to the authority and direction provided in the Note Resolution, the Village hereby establishes the “North Bay Village, Florida Capital Asset Acquisition Taxable Note, Series 2018 Note Fund” (the “Note Fund”) and within the Note Fund the “North Bay Village, Florida Capital Asset Acquisition Taxable Note, Series 2018 Principal Account” (the “Principal Account”), the “North Bay Village, Florida Capital Asset Acquisition Taxable Note, Series 2018 Interest Account” (the “Interest Account”) and the “North Bay Village, Florida Capital Asset Acquisition Taxable Note, Series 2018 Prepayment Account” (the “Prepayment Account”).

(a) Commencing on June 26, 2018, and continuing thereafter so long as the Series 2018 Note is Outstanding, the Village shall deposit to the credit of the Interest

# Agenda Item 10D

Account of the Note Fund on or before the twenty-sixth (26<sup>th</sup>) day of each June and December, from Covenant Revenues, amounts which, together with funds on deposit therein, will be sufficient to pay the interest payable on the Series 2018 Note on the immediately succeeding Interest Payment Date.

(b) Commencing on June 26, 2019, and continuing thereafter so long as the Series 2018 Note is Outstanding, after deposit to the Interest Account pursuant to paragraph (a) above, the Village shall deposit to the credit of the Principal Account of the Note Fund on or before the twenty-sixth (26<sup>th</sup>) day of each June, from Covenant Revenues, amounts which, together with funds on deposit therein, will be sufficient to pay the principal payable on the Series 2018 Note on the immediately succeeding Principal Payment Date.

(c) On or prior to the date set for prepayment of all or any portion of the Series 2018 Note, the Village shall deposit to the credit of the Prepayment Account of the Note Fund, from Covenant Revenues, the amount of the Prepayment Price and accrued interest on the principal amount of the Series 2018 Note to be prepaid which, together with funds on deposit in the Principal Account and the Interest Account of the Note Fund that were deposited to pay interest and principal, respectively, coming due on the portion of the Series 2018 Note to be prepaid, will be sufficient to pay the Prepayment Price and accrued interest on the principal amount of the Series 2018 Note to be prepaid on the prepayment date.

Moneys on deposit in the accounts of the Note Fund shall be used solely for the payment of the principal, Prepayment Price, if any, of and interest on the Series 2018 Note. The amounts required to be accounted for in accounts of the Note Fund may be deposited in a single bank account with other funds of the Village, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash on deposit therein and the investments and investment income held for the benefit of each account.

(d) On each Interest Payment Date, each Principal Payment Date and each prepayment date, the Village shall transfer from the applicable account of the Note Fund to the Noteholder sufficient moneys to pay the principal or Prepayment Price of and interest then due and payable on such Interest Payment Date, Principal Payment Date or prepayment date, as applicable.

Notwithstanding anything in this Section to the contrary, failure to make the scheduled deposits in any account of the Note Fund on the date specified herein shall not constitute an Event of Default so long as, on the date that any principal or Prepayment Price of or interest is due on the Series 2018 Note, moneys sufficient to make such payment are on deposit in the account from which such payment is designated to be made.

(e) All funds or other property which at any time may be owned or held in the possession of or deposited with the Village or an Authorized Depository designated by the Village for application in accordance with the terms and provisions of this Agreement shall

# Agenda Item 10D

be held in trust, as described in the Note Resolution, and applied only in accordance with the provisions of this Agreement.

(f) Moneys held for the credit of the Note Fund may be invested by the Village in Authorized Investments. Such investments or reinvestments shall mature or become available not later than the respective dates, as estimated by the Village, that the moneys held for the credit of the Note Fund will be needed to pay the principal or Prepayment Price of and interest on the Series 2018 Note when due.

[End of Article III]

# Agenda Item 10D

## ARTICLE IV ISSUANCE OF SERIES 2018 NOTE

**Section 4.01. Conditions Precedent to Issuance of Series 2018 Note.** Prior to or simultaneously with the delivery of the Series 2018 Note, and as a precondition to the issuance thereof, the following documents shall be filed with the Bank, each in form reasonably acceptable to the Bank:

- (a) a certified copy of the Note Resolution;
- (b) a fully executed counterpart of this Agreement;
- (c) a certificate of the Finance Director, dated the date of issuance of the Series 2018 Note, in substance substantially to the effect that (i) the representations and warranties of the Village contained in Section 2.01 hereof are true and correct as of such date; (ii) there is currently no Event of Default or event that with notice or lapse of time or both would become an Event of Default; (iii) the interest rate on the Series 2018 Note is in compliance with the applicable maximum interest rate provisions contained in Section 215.84, Florida Statutes, as amended; and (iv) the Village is in compliance with all financial requirements that must be satisfied prior to issuance of the Series 2018 Note, including, without limitation, the anti-dilution test set forth in Section 2.08 of this Agreement;
- (d) an opinion of the Village Attorney in substance substantially to the effect that (i) the Note Resolution has been duly adopted by the Commission and this Agreement and the Series 2018 Note to be delivered have been duly authorized, executed and delivered by the Village and each constitutes a valid, binding and enforceable agreement of the Village in accordance with its terms, except to the extent that the enforceability of the rights and remedies set forth herein and therein may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally or by usual equity principles; (ii) the Village's execution, delivery and performance of this Agreement and the execution and delivery of the Series 2018 Note to be delivered are not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not theretofore obtained or effected; (iii) the Village (A) is duly organized and existing under the laws of the State as a municipality and duly licensed, authorized and qualified to acquire the Property and (B) has power and authority to execute and deliver this Agreement and the Series 2018 Note to be delivered and to consummate the transactions contemplated hereby and thereby; (iv) the adoption of the Note Resolution and the execution and delivery of this Agreement and the Series 2018 Note to be delivered, and compliance with the terms hereof and thereof, under the circumstances contemplated hereby and thereby, do not and will not (A) conflict with the Act or (B) in any material respect conflict with, or constitute on the part of the Village a material breach of or material default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the Village is a party or it, or any of its property, is subject, or conflict with, violate or result in a breach of any existing law, public administrative rule or regulation, judgment, court order or consent decree to which the Village or any of its

# Agenda Item 10D

property is subject; (v) to the best of his knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, pending or threatened against or affecting the Village nor, to the best of his knowledge, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would have a material adverse effect upon the ability of the Village to pay the Series 2018 Note; and (vi) the Village is not in default under the Note Resolution;

(e) an opinion of Note Counsel in substance substantially to the effect that (i) this Agreement and the Series 2018 Note have been duly authorized by the Village and are valid and binding obligations enforceable in accordance with their terms; and (ii) the Note Resolution has been duly adopted and is enforceable in accordance with its terms (with standard exceptions and limitations including, without limitation, the enforceability of such instruments being subject to appropriate qualifications for bankruptcy, insolvency or other laws affecting creditors' rights and equitable principles)

(f) a "sophisticated investor letter" executed by the Bank containing customary representations including, without limitation, representations to the Village substantially to the effect that the Bank (i) is a "qualified institutional buyer," as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act"); (ii) has extensive experience in making decisions regarding the investment of monies and is able, independently, to evaluate the merits and bear the risk of its investment; (iii) is acquiring the Series 2018 Note for its own account, for the purpose of investment and not with a present intent to sell or distribute the Series 2018 Note; provided, however, that the Bank may dispose of the Series 2018 Note in whole, if such disposition (A) can be made without violating any federal or state securities laws, (B) does not violate any of the terms and conditions of the Note Resolution or this Agreement, and (C) is reasonably consented to by the Village in writing; (iv) has had such access to officials, officers and employees of the Village, the financial statements of the Village, the Note Resolution and any other document, agreement or instrument which it has deemed necessary or desired to enable it to make an informed investment decision or which it has requested be furnished to aid in its evaluation of the merits and risks of its investment in the Series 2018 Note; (v) is not relying on disclosures from the Village or any of its advisors to make any decision as to the merits of investing in the Series 2018 Note; and (vi) understands that the Series 2018 Note (A) is not registered under the 1933 Act and will not be registered or otherwise qualified for sale under the "blue sky" laws and regulations of any state, will not be listed on any stock or other securities exchange, will not carry a rating from any rating service, and will be delivered in a form which may not be readily marketable, and (B) is not a general obligation of the Village but is solely secured by and payable from the Pledged Funds, in the manner and to the extent described herein and in the Note Resolution; and

(g) such additional legal opinions, certificates, proceedings, instruments and other documents as the Bank, its legal counsel, the Village Attorney or Note Counsel may reasonably request.

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When the documents mentioned in clauses (a) to (g), inclusive, of this Section have been filed with the Bank, and when the Series 2018 Note has been executed as provided in the Note Resolution and this Agreement, the Village shall deliver the Series 2018 Note to and upon the order of the Bank, but only upon payment to the Village of the full amount of the Loan.

**Section 4.02. Application of Series 2018 Note Proceeds.** The proceeds of the Series 2018 Note shall be applied simultaneously with the delivery of the Series 2018 Note as follows:

(a) \$2,295,000.00 shall be deposited in the fund designated the “North Bay Village, Florida Capital Asset Acquisition Taxable Note, Series 2018 Acquisition Fund” (the “Acquisition Fund”). Such amount shall be used by the Village to pay the cost of acquiring the Property, together with any other monies of the Village set aside or made available for such purpose. Pursuant to the authority and direction provided in the Note Resolution, the Village hereby establishes the Acquisition Fund for the purpose provided herein; and

(b) \$55,000.00, constituting the remainder of the Loan Amount following the deposit made pursuant to Section 4.02(a) hereof, shall be deposited in the fund designated the “North Bay Village, Florida Capital Asset Acquisition Taxable Note, Series 2018 Cost of Issuance Fund” (the “Cost of Issuance Fund”). Such amount shall be used by the Village to pay costs associated with the issuance of the Series 2018 Note. Pursuant to the authority and direction provided in the Note Resolution, the Village hereby establishes the Cost of Issuance Fund for the purpose provided herein.

[End of Article IV]

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## ARTICLE V EVENTS OF DEFAULTS; REMEDIES

**Section 5.01. Events of Default.** Subject to the provisions of the Note Resolution, each of the following is hereby declared an Event of Default:

(a) Failure by the Village to make payment of the principal or Prepayment Price, if any, of or interest on the Series 2018 Note when due; or

(b) Failure by the Village to observe and perform any covenant, condition or agreement on its part to be observed or performed by it under this Agreement or the Note Resolution other than as referred to in clause (a) of this Section, for a period of forty-five (45) days after written notice specifying such failure and requesting that it be remedied has been given to the Village by the Noteholder; provided, however, that if, in the reasonable judgment of the Noteholder, the Village is proceeding to take such action to cure such failure which, if prosecuted with due diligence, cannot be completed within a period of forty-five (45) days, then such period shall be increased to such extent as shall be necessary to enable the Village to diligently complete such curative action; or

(c) Dissolution or liquidation of the Village, or the filing by the Village of a voluntary petition in bankruptcy, or the commission by the Village of any act of bankruptcy, or adjudication of the Village as a bankrupt, or assignment by the Village for the benefit of its creditors, or appointment of a receiver for the Village, or the entry by the Village into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Village in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter amended; or

(d) Any representation or warranty made by the Village in connection with the transactions contemplated hereunder proves to be untrue in any material respect as of the date made or deemed made; or

(e) Default shall occur in the payment of the principal of or interest on any Debt, as and when the same shall become due, which results in the acceleration of such Debt, unless the Village shall contest its liability therefor in good faith; or

(f) Entry of non-appealable judgments against the Village in an amount in the aggregate in excess of \$5,000,000, if such judgments remain unvacated, unpaid, unbonded or unstayed for a period of seventy-five (75) days.

**Section 5.02. Remedies.** If any Event of Default occurs, the Noteholder may seek enforcement of all remedies available to it under law. If an Event of Default occurs and is continuous, the Noteholder may not declare the Series 2018 Note to be immediately due and payable unless the other Debt of the Village is accelerated. Upon the occurrence and continuation of an Event of Default, the Series 2018 Note shall bear interest during such period at the Default

# Agenda Item 10D

Rate. The Bank shall be entitled to its reasonable costs and expenses (including reasonable fees and expenses of counsel) required to be incurred by the Bank to enforce its rights under this Agreement after an Event of Default.

**Section 5.03. Remedies Not Exclusive.** No remedy herein conferred upon or reserved to the Bank is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

**Section 5.04. Waivers.** No delay or omission of the Bank to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or any acquiescence therein; and every power and remedy provided by this Agreement to the Bank may be exercised from time to time and as often as may be deemed expedient.

The Bank may waive any Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent Event of Default or impair any rights or remedies consequent thereon.

[End of Article V]



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## ARTICLE VI MISCELLANEOUS

**Section 6.01. Amendments and Supplements.** This Agreement may be amended or supplemented from time to time only by a writing duly executed by each of the Village and the Bank.

**Section 6.02. Notices.** Any notice, demand, direction, request or other instrument required or permitted by this Agreement to be given to or filed with the Village or the Bank shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when delivered personally or sent by registered or certified mail, postage prepaid, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail:

(a) As to the Village:

North Bay Village, Florida  
1666 Kennedy Causeway, Suite 300  
North Bay Village, Florida 33141  
Attention: Marlen Martell, Village Manager

(b) As to the Bank:

PNC Bank, National Association  
420 South Orange Avenue  
Orlando, Florida 32801  
Attention: Nicholas Ayotte, Vice President, Public Finance

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement may be delivered.

**Section 6.03. Benefits Exclusive.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any Person, other than the Village and the Bank, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all of its provisions being intended to be and being for the sole and exclusive benefit of the Village and the Bank.

**Section 6.04. Severability.** In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Series 2018 Note shall for any reason be held by any court to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Series 2018 Note, but this Agreement, any amendment or supplement hereto and the Series 2018 Note shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time.

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**Section 6.05. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same Agreement.

**Section 6.06. Headings, Etc.** Any heading preceding the texts of the several articles and sections hereof, and any table of contents or form of Series 2018 Note appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

**Section 6.07. Applicable Law.** This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Florida.

**Section 6.08. Jury Waiver.** IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT, THE SERIES 2018 NOTE, OR ANY INSTRUMENT OR DOCUMENT DELIVERED PURSUANT TO THIS AGREEMENT, OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF, OR ANY OTHER CLAIM OR DISPUTE HOWSOEVER ARISING BETWEEN THE VILLAGE AND THE BANK REGARDING SUCH MATTERS, THE VILLAGE AND THE BANK HEREBY WAIVE TRIAL BY JURY IN CONNECTION WITH ANY SUCH LITIGATION.

**Section 6.09. Consent to Jurisdiction; Venue; Attorneys' Fees.** In the event that any action, suit or other proceeding is brought with respect to, in connection with or arising out of this Agreement or the Series 2018 Note, or any instrument delivered pursuant to this Agreement, or the validity, protection, interpretation, collection or enforcement thereof, to the extent permitted by law, the Village and the Bank hereby (i) irrevocably consent to the exercise of jurisdiction by the United States District Court for the Southern District of Florida and by the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, and (ii) irrevocably waive any objection it might now or hereafter have or assert to the venue of any such proceeding in any court described in clause (i) above. In connection with any such action, suit or proceeding, the Village and the Bank shall each be responsible for paying their respective attorneys' fees and expenses, except as otherwise expressly provided herein or as otherwise required by applicable law.

**Section 6.10. Indemnification.** To the extent permitted by law (including, but not limited to, the provisions and limitations of Section 768.28, Florida Statutes, as amended from time to time), and without waiving any sovereign immunity, rights or limitations inuring to the benefit of the Village, as a Florida municipal corporation, the Village agrees to indemnify the Bank and its respective directors, officers and employees (the "Indemnified Parties"), and to defend and hold each Indemnified Party harmless from and against any and all litigation, awarded damages, actual financial losses, actual financial liabilities, and reasonable expenses (including all reasonable fees and charges of external counsel and all reasonable expenses of litigation and preparation therefor) which any Indemnified Party may incur in connection with or arising out of or relating to the litigation of matters referred to in this Agreement or the Series 2018 Note, whether (i) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Village, or (ii) arising out of or resulting from any actual suit, action, proceeding or governmental

# Agenda Item 10D

investigation, whether based on statute, regulation or order, or contract, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any litigation, damages, losses, liabilities, fees, charges, and expenses solely attributable to an Indemnified Party's negligence or willful misconduct, nor to any of the foregoing in pro rata contribution amount attributable to such Indemnified Party's negligence or willful misconduct. The Village may participate at its expense in the defense of any such action or claim. Any payments to become due under this Section shall be paid under and subject to the same terms provided in Section 2.06 hereof.

**Section 6.11. No Personal Liability.** Notwithstanding anything to the contrary contained herein or in the Series 2018 Note, or in any other instrument or document executed by or on behalf of the Village in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement or obligation of any present or future, member, commissioner, officer, employee or agent of the Village, or of any incorporator, member, commissioner, director, trustee, officer, employee or agent of any successor to the Village, in any such person's individual capacity. No such person, in his individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Series 2018 Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the Village or any successor to the Village, under the rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise. All such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

**Section 6.12. Incorporation by Reference.** All of the terms and obligations of the Note Resolution are hereby incorporated herein by reference as if the Note Resolution was fully set forth in this Agreement.

**Section 6.13. Term of Agreement.** This Agreement shall take effect on the date of its execution and delivery and shall remain in effect so long as the Series 2018 Note remains Outstanding.

[End of Article VI]

# Agenda Item 10D

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed on its behalf by the Village Manager and attested on its behalf by the Village Clerk, and the Bank has caused this Agreement to be executed on its behalf by its duly authorized Vice President, Public Finance, all as of the day and year first above written.

NORTH BAY VILLAGE, FLORIDA

By: \_\_\_\_\_  
MARLEN D. MARTELL  
Village Manager

ATTEST;

\_\_\_\_\_  
YVONNE P. HAMILTON  
Village Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
NORMAN C. POWELL, ESQ.  
Village Attorney

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
NICHOLAS AYOTTE  
Vice President, Public Finance

# Agenda Item 10D

EXHIBIT A

FORM OF SERIES 2018 NOTE

# Agenda Item 10D

\$2,350,000

**EACH HOLDER OF THIS NOTE ACKNOWLEDGES BY BECOMING A HOLDER THAT IT IS A “QUALIFIED INSTITUTIONAL BUYER,” AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR AN “ACCREDITED INVESTOR” WITHIN THE MEANING OF REGULATION D OF THE SECURITIES ACT.**

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
NORTH BAY VILLAGE  
CAPITAL ASSET ACQUISITION TAXABLE NOTE  
SERIES 2018

<u>Interest Rate</u>	<u>Date of Issuance</u>	<u>Final Maturity Date</u>
%	May __, 2018	July 1, 2021

Registered Owner: PNC BANK, NATIONAL ASSOCIATION

Principal Amount: TWO MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS

NORTH BAY VILLAGE, FLORIDA (the “Village”), a municipality created and existing under and by virtue of the laws of the State of Florida, for value received, hereby promises to pay, solely from the Pledged Funds described herein, to the order of PNC Bank, National Association, as the Registered Owner of this Note or its successors or assigns (the “Noteholder”), the Principal Amount specified above loaned to the Village pursuant to that certain Loan Agreement dated as of May \_\_, 2018 (the “Loan Agreement”) by and between the Village and PNC Bank, National Association, and to pay interest on the outstanding balance of such Principal Amount from the Date of Issuance specified above or from the most recent date to which interest has been paid, at the Interest Rate per annum specified above (the “Fixed Rate,” subject to adjustment as hereinafter provided) on July 1 and January 1 of each year, commencing July 1, 2018, until such Principal Amount has been paid, mailed by draft or check or such other means as is requested by the Noteholder and accepted by the Village, as described in the Note Resolution (hereinafter defined), to the Noteholder, as reflected on the books of the Finance Director of the Village, as the initial registrar for this Note, or such other registrar as may be designated by the Village (the “Registrar”), at the close of business on the third (3<sup>rd</sup>) day (whether or not a Business Day) before such payment is due. The Principal Amount hereof shall be payable in annual installment payments on the dates and in the amounts described herein. Such Principal Amount and interest, and any Prepayment Price, is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

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This Note is authorized to be issued under the authority of and in full compliance with the Constitution and laws of the State of Florida, including, particularly Chapter 166, Florida Statutes, as amended, Chapter 159, Part VII, Florida Statutes, as amended, the Charter and Code of Ordinances of North Bay Village, Florida, as amended, and other applicable provisions of law (collectively, the "Act"), and Resolution No. 2018-\_\_\_ adopted by the Commission of the Village on May 8, 2018 (the "Note Resolution"), and is subject to all of the terms and conditions of the Note Resolution and the Loan Agreement. Any term used in this Note and not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement.

This Note is being issued for the purpose of (i) providing funds to pay or reimburse the Village for the costs of acquiring certain Property located in the Village (as described in the Note Resolution); and (ii) paying certain costs related to the issuance hereof.

This Note is solely secured by and payable from the Pledged Funds. "Pledged Funds" means, collectively, the amounts on deposit in the Note Fund created under the Loan Agreement and any other fund or account created pursuant to the Loan Agreement and pledged therein to secure this Note, including the Pledged Revenues. "Pledged Revenues" means (i) Covenant Revenues deposited into the Note Fund created under the Loan Agreement, and (ii) any income received from the investment of moneys deposited into the Note Fund. "Covenant Revenues" means all of the Non-Ad Valorem Revenues budgeted and appropriated to pay the principal, Prepayment Price, if any, of and interest on this Note pursuant to Section 14 of the Note Resolution.

Pursuant to the Note Resolution and the Loan Agreement, the Village has covenanted and agreed, to the extent permitted by and in accordance with applicable law, to appropriate in its annual budget for each Fiscal Year, by amendment, if necessary, and to deposit to the credit of the Note Fund established pursuant to the Loan Agreement, Non-Ad Valorem Revenues in an amount that will be sufficient to pay the principal of and interest on this Note due and payable during such Fiscal Year, whether at Final Maturity or by mandatory sinking fund prepayment, and to make other required payments, including, without limitation, the Prepayment Price if this Note is to be called for optional prepayment in accordance with the provisions of the Loan Agreement. Such covenant and agreement to budget and appropriate Non-Ad Valorem Revenues to pay this Note shall be cumulative to the extent not paid, and shall continue until Non-Ad Valorem Revenues in amounts sufficient to make all such required payments have been budgeted, appropriated and actually paid.

Notwithstanding the foregoing, such covenant and agreement to budget and appropriate does not (i) create any lien upon or pledge of Non-Ad Valorem Revenues in favor of the Holder or prior or superior to any other creditor of the Village that is or shall be payable from Non-Ad Valorem Revenues; (ii) except as limited by the anti-dilution provisions of the Loan Agreement, preclude the Village from pledging the Non-Ad Valorem Revenues to pay other obligations of the Village; (iii) require the Village to levy or collect any particular fees, charges, assessments or other forms of revenue to continue to produce or increase Non-Ad Valorem Revenues or (iv) require the Village to develop or maintain any services or programs to generate or increase Non-Ad Valorem Revenues. Such covenant and agreement to budget and appropriate is subject in all respects to the payment of obligations secured by a pledge of any portion of the Non-Ad Valorem

# Agenda Item 10D

Revenues heretofore or hereinafter entered into (including the payment of debt service on other notes, bonds, or debt instruments of the Village). To the extent permitted by applicable law, the covenant and agreement to budget and appropriate shall impose upon the Village a positive duty to budget and appropriate, by amendment, if necessary, amounts sufficient to meet the obligations of the Village under this Note, subject, however, in all respects to the obligation of the Village to budget and appropriate for services and programs which are essential public purposes of the Village or which are otherwise legally mandated by law.

This Note shall bear interest from its Date of Issuance at the Fixed Rate on the basis of a 360 day year consisting of twelve (12) thirty (30) day months.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of interest allowed in the State of Florida. In the event the Principal Amount of this Note is prepaid in accordance with the provisions hereof or of the Loan Agreement, then such amounts that constitute payments of interest, together with any costs or considerations which constitute interest under the laws of the State of Florida, may never exceed an amount which would result in the payment of interest at a rate in excess of (i) the maximum rate of interest allowed by Section 159.825, Florida Statutes, as amended, or (ii) the nonusurious interest allowed by the laws of the State of Florida or the United States of America, to the extent applicable, as presently in effect and to the extent an increase is allowable by such laws. Excess interest, if any, shall be cancelled automatically as of the date of such prepayment, or, if theretofore paid, shall be credited on the unpaid Principal Amount of this Note.

All payments made by the Village with respect to this Note shall apply first to accrued interest, then to the principal amount then due on this Note, then to any portion of the Prepayment Price then due and not paid.

This Note shall be subject to prepayment, in whole or in part, on any Business Day at the option of the Village, at the Prepayment Price, plus interest accrued on the amount being prepaid to the date of prepayment; provided, however, that each such prepayment shall be in the amount of \$1,000 or any integral multiple thereof. Prepayment in part shall be applied against scheduled principal payments in inverse order of the scheduled Amortization Requirements, unless otherwise requested by the Village and agreed to by the Noteholder.

Any optional prepayment shall be made on such Business Day as shall be specified by the Village in a written notice provided to the Noteholder not less than five (5) Business Days prior thereto by first class mail or such other form of delivery of written notice as shall be acceptable to the Noteholder. Notice having been given as aforesaid, the portion of the Prepayment Price represented by the portion of the Outstanding Principal Amount stated in such notice or the whole thereof, as the case may be, shall become due and payable on the prepayment date stated in such notice, together with the interest accrued and unpaid to the prepayment date on the Principal Amount then being paid, and together with the remainder of the Prepayment Price. The interest, Principal Amount and remaining Prepayment Price then due and payable shall be paid (i) in case the entire Outstanding Principal Amount is to be prepaid, upon presentation and surrender of this



# Agenda Item 10D

Note at the designated office of the Paying Agent on the date specified for prepayment, and (ii) in case only part of the Outstanding Principal Amount is to be paid, upon presentation of this Note at the designated office of the Paying Agent for notation thereon of the Principal Amount and interest then paid. If on the prepayment date moneys for payment of the Principal Amount to be prepaid, together with interest to the prepayment date on such Principal Amount, and together with the remainder of the Prepayment Price, shall have been paid to the Noteholder, and if notice of prepayment shall have been given to the Noteholder as above provided, then from and after the prepayment date interest on such Principal Amount so prepaid shall cease to accrue. If said moneys shall not have been so paid on the prepayment date, such Principal Amount shall continue to bear interest until payment thereof at the Fixed Rate.

The notice of optional prepayment in whole or in part of this Note may be conditioned upon the deposit in trust for the benefit of the Noteholder of sufficient moneys to pay the amount of this Note to be prepaid on the prepayment date. In the case of an optional prepayment, unless the Village has paid or caused to be paid to the Noteholder an amount, which in addition to other amounts available therefor and held by the Noteholder, is sufficient to prepay all or the portion of this Note to be prepaid on the prepayment date at the Prepayment Price, together with interest due on the principal to be prepaid, the notice of prepayment shall be captioned "Conditional Notice of Prepayment" and shall state that: (i) the prepayment is conditioned on the receipt of moneys for such prepayment by the Noteholder on or prior to the prepayment date, (ii) the Village retains the right to rescind such notice on or prior to the scheduled prepayment date, and (iii) such notice and optional prepayment shall be of no effect if such moneys are not so paid on the prepayment date or if the notice is rescinded. Any conditional notice may be rescinded at any time prior to the prepayment date if the Village delivers a written notice of rescission to the Noteholder prior to any prepayment of this Note on the prepayment date.

If a conditional notice of prepayment is given and either (i) the prepayment has been rescinded or (ii) moneys sufficient to pay the Prepayment Price are not timely received by the Noteholder, the prepayment for which such notice was given shall not be undertaken and this Note, or portion hereof scheduled to be prepaid, shall remain Outstanding. Following the delivery of a conditional notice of prepayment, neither the rescission of the prepayment nor the failure of the Village to make sufficient funds available for the scheduled prepayment shall constitute an Event of Default.

This Note is subject to mandatory sinking fund prepayment in part prior to the Final Maturity Date set forth on the face hereof through the application of Amortization Requirements, at a prepayment price equal to one hundred percent (100%) of the principal amount hereof, plus accrued interest to the prepayment date, on July 1 of each year in the following amounts and years specified:

# Agenda Item 10D

<u>Due (July 1)</u>	<u>Amortization Requirement</u>
2019	\$ 40,000
2020	40,000
2021*	2,270,000

\* Final Maturity.

No prepayment notice is required in connection with the payment of Amortization Requirements in accordance with the schedule provided for such payment set forth herein.

This Note shall not be and shall not be deemed to constitute a debt, liability or obligation of the Village, the State of Florida or any political subdivision or agency thereof within the meaning of any constitutional, statutory or charter provisions or limitations, or a pledge of the faith and credit of the Village, the State of Florida or any political subdivision thereof but shall be payable solely from the Pledged Funds. No Holder shall ever have the right to compel the exercise of the ad valorem taxing power of the Village or any political subdivision of the State of Florida, or taxation in any form of any real or personal property therein, or the application of any funds of the Village, the State of Florida or any political subdivision or agency thereof, to pay the Principal Amount or Prepayment Price, if any, of or interest on this Note other than the Pledged Funds, in the manner and to the extent provided in the Note Resolution.

Upon the occurrence of an Event of Default relating to this Note, the Noteholder shall have such remedies as are described in the Loan Agreement. Upon the occurrence and continuation of an Event of Default, this Note shall bear interest during such period at the Default Rate.

No obligation under the Loan Agreement or this Note shall be or be deemed to be an obligation of any member of the Village Commission or any officer, employee or agent of the Village in his or her individual capacity, and none of the persons executing the Loan Agreement or this Note shall be liable personally thereon or hereon by reason of such execution or any other reason.

It is certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in connection with the execution and delivery of the Loan Agreement and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note, together with all other obligations of the Village under the Loan Agreement, does not exceed or violate any constitutional or statutory limitation.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Resolution or the Loan Agreement until the Certificate of Authentication endorsed hereon shall have been duly executed by the Registrar.

# Agenda Item 10D

IN WITNESS WHEREOF, North Bay Village, Florida has issued this Note and has caused the same to be signed by its Village Manager and attested by its Clerk, either manually or with their facsimile signatures, all as of the \_\_\_\_ day of May, 2018.

NORTH BAY VILLAGE, FLORIDA

By: \_\_\_\_\_  
MARLEN D. MARTELL  
Village Manager

ATTESTED:

By: \_\_\_\_\_  
YVONNE P. HAMILTON  
Village Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
NORMAN C. POWELL, ESQ.  
Village Attorney

## CERTIFICATE OF AUTHENTICATION

This Note is described in and executed under the provisions of the Note Resolution and the Loan Agreement.

NORTH BAY VILLAGE, FLORIDA  
as Registrar

By: \_\_\_\_\_  
BERT WRAINS, Finance Director

Date of Authentication: May \_\_\_\_, 2018

# Agenda Item 10D

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in  
common

UNIF GIF MIN ACT - \_\_\_\_\_  
(Cust.)

TEN ENT - as tenants by the  
entireties

Custodian for \_\_\_\_\_  
(Minor)

JT TEN - as joint tenants with  
right of survivorship  
and not as tenants  
in common

under Uniform Gifts to Minors Act  
of \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in the list above.

# Agenda Item 10D

## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to \_\_\_\_\_

\_\_\_\_\_  
[PLEASE INSERT NAME AND TAX IDENTIFICATION NUMBER, SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF TRANSFEREE]

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

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

\_\_\_\_\_  
Signature

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

\_\_\_\_\_  
(Bank, Trust Company or Firm)

NOTICE: Signature(s) must be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Registrar and Paying Agent

\_\_\_\_\_  
(Authorized Officer)

# Agenda Item 10D

EXHIBIT B

SERIES 2018 NOTE PAYMENT SCHEDULE



# Agenda Item 10D

2333 Ponce De Leon Blvd  
3rd Floor  
Coral Gables, FL  
33134

305 448-6992  
305 448-7131 fax  
www.pfm.com

March 1, 2018

## Memorandum – Updated March 29, 2018

**To:** North Bay Village, Florida  
**From:** PFM Financial Advisors LLC  
**Re:** Plan of Finance – Series 2018 Note

---

The purpose of this memorandum is to provide the basis for the recommended plan of finance for acquisition of a parcel of property by North Bay Village (the "Village").

PFM Financial Advisors LLC ("PFM") is working alongside Village officials and the financing team to assist the Village in the acquisition of a parcel of property within the Village. The property being acquired currently has a lease to a private business in place, and this lease is expected to continue through 2019. Eventually, the property will be used to accommodate various municipal service providers, including police, fire rescue, and Village management. The Village has decided that they will procure financing for this acquisition, rather than paying the cost upfront from Village funds. In order to access the capital markets for this property acquisition, PFM has determined that a privately-placed note, as opposed to a public bond offering, would serve to implement the plan of finance in the most effective manner. This determination is based on the size and term of the initial financing, as well as accommodating the expediency needed to meet the property acquisition schedule, as well as minimize the administrative requirements compared to a public offering, and reduce the costs of issuance compared to a public offering.

PFM will work with the Village to draft the Request for Proposals ("RFP") for the Series 2018 Note. This request will be sent to a broad pool of financing entities that we know to be active in the municipal space. The size of the loan (up to approximately \$2.7 million) and average life are generally consistent with parameters typically seen in bank notes, and such parameters are expected to attract interest from the bank lending community and yield the Village with a competitive result.

PFM recommends that the Note be initially secured by non-ad valorem revenues of the Village. This allows the Village more freedom in meeting coverage tests and thus will likely be viewed as a credit positive by potential lending institutions, while not providing any restriction on how the Village chooses to pay the debt service on the Note. Thus, the Village could repay the note with any revenue stream deemed favorable for this purpose, including franchise fees.

PFM understands that this financing will be a taxable financing due to the commercial lease that will stay in place when the property is acquired by the Village. Given that this lease is set to expire in the near term, PFM recommends structuring the Note in such a way that the Village will be able to pay off or refinance the Note after three years, simultaneous with a longer-term, tax-exempt financing of the municipal complex. There are various ways to achieve this result. At this time, PFM is recommending that the Village ask potential lenders for a three year fixed or variable rate taxable note, with minimal amortization in the first two years and a balloon payment due in year three that would be captured in the long-term refinancing. This would allow for the Note to be paid by franchise fees of the Village for the first two years, and when the Village is ready to proceed with the ultimate design of the complex, included in a long-term financing. An example of this type of amortization can be found on the next page.



<b>North Bay Village - Preliminary Debt Service, Annualized</b>			
<b>Date</b>	<b>Principal</b>	<b>Interest</b>	<b>Debt Service</b>
7/1/2018	-	21,789	21,789
7/1/2019	100,000	106,000	206,000
7/1/2020	100,000	102,000	202,000
7/1/2021	2,450,000	98,000	2,548,000
<b>Total</b>	<b>2,650,000</b>	<b>327,789</b>	<b>2,977,789</b>

In closing, ultimately the objective of this short-term financing is to secure funds to finance the property acquisition immediately. And further to retain the flexibility in 2-3 years to refinance the Note. The initial term of this financing will provide the Village with the necessary time to deliberate the ultimate design and use of the municipal facility. At which time the cost of the facility, and refinancing of this Note, is expected to be part of a long-term tax-exempt financing. Please feel free to contact us should you have any questions or comments on this memorandum.

**Update, 03/29/2018:**

On March 16, 2018, the Village received five (5) quotes from prospective lenders. A summary of the proposing firms, along with the key points from each proposal are included as an attachment to this memorandum.

After review of the bank offers and discussion amongst the Village's finance team, PNC Bank, N.A.'s ("PNC") proposal is considered the most attractive. PNC provided for both a fixed and variable rate option for the Note, with PNC's proposed interest rates coming in as the lowest amongst all proposers. PNC included certain terms and provisions within their proposal that were flagged by the Village's counsel during their review of legal terms. After conversation with the Village administration and counsel, we clarified several of these terms and report the following:

- Acceleration – PNC was amenable to removing their acceleration requirement, and will only receive acceleration if any other creditor receives acceleration.
- Indemnification – PNC has agreed to negotiate this language to be mutually acceptable to both parties.
- Cross default – PNC will limit their cross-default only to other non-ad valorem secured debt of the Village.
- Anti-dilution test – PNC will require an anti-dilution test, and is willing to amortize the bullet maturity.

We believe that these concessions from PNC are acceptable, and are comfortable moving forward with PNC given these revised terms.

The decision of whether to enter in the fixed or variable rate mode for this financing depends largely on the Village's desire for budgetary certainty that the fixed rate mode, versus the flexibility to redeem the Note at any time without a prepayment premium. In terms of budgetary certainty and interest rate expense, based on the PNC proposal the fixed-rate note would be approximately \$50,000 more expensive over the three year term, assuming that variable rates don't change from current levels. However, the difference in interest expense could quickly change as the variable rate index moves over the next three years. As such, our recommendation is to utilize the fixed-rate mode, which provides the Village with budgetary certainty over the term of the Note. Equally importantly, the anticipated revenues from the parking lease(s) will provide sufficient revenue to cover the interest expense, once principal amortization is further reduced from \$100,000 to \$40,000 in the first two years. Furthermore, the Village administration has indicated to PFM that it is unlikely that you would move forward with the development on the acquired property earlier than three years, and thus the more flexible prepayment option does not provide as much value as it otherwise would.

The following tables provide estimates of the interest rate cost of the Note depending on the fixed or variable option. As stated earlier, this assumes the current rates submitted at the time of the proposal, which are subject to change.





# Agenda Item 10D

2018 North Bay Village Financing

March 1, 2018

Page 3 of 3

Dated Date <u>5/10/2018</u>					Dated Date <u>5/10/2018</u>				
Structure Fixed Rate					Structure Variable Rate				
Interest Rate 3.336%					Interest Rate 1 Mo LIBOR + .80%				
Date	Principal	Coupon	Interest	Debt Service	Date	Principal	Coupon	Interest	Debt Service
7/1/2018	-	3.336%	11,130	11,130	7/1/2018	-	2.622%	8,748	8,748
1/1/2019	-	3.336%	39,281	39,281	1/1/2019	-	2.622%	30,874	30,874
7/1/2019	40,000	3.336%	39,281	79,281	7/1/2019	40,000	2.622%	30,874	70,874
1/1/2020	-	3.336%	38,614	38,614	1/1/2020	-	2.622%	30,350	30,350
7/1/2020	40,000	3.336%	38,614	78,614	7/1/2020	40,000	2.622%	30,350	70,350
1/1/2021	-	3.336%	37,947	37,947	1/1/2021	-	2.622%	29,825	29,825
7/1/2021	2,275,000	3.336%	37,947	2,312,947	7/1/2021	2,275,000	2.622%	29,825	2,304,825
<b>Total</b>	<b>2,355,000</b>		<b>242,815</b>	<b>2,597,815</b>	<b>Total</b>	<b>2,355,000</b>		<b>190,846</b>	<b>2,545,846</b>

The table below demonstrates the anticipated cash flow for the Village after considering the parking lease agreement(s) and revenue projections versus the preliminary debt service on the Note, using the fixed rate proposal assumptions:

Dated Date <u>5/10/2018</u>							
Structure Fixed Rate							
Interest Rate 3.336%							
Date	Principal	Coupon	Interest	Debt Service	Lease Revenue	Residual Revenue	Revenue Coverage
7/1/2018	-	3.336%	11,130	11,130	24,000	12,870	2.16x
7/1/2019	40,000	3.336%	78,563	118,563	149,280	30,717	1.26x
7/1/2020	40,000	3.336%	77,228	117,228	149,760	32,532	1.28x
7/1/2021*	2,275,000	3.336%	75,894	2,350,894	149,760	*	*
<b>Total</b>	<b>2,355,000</b>		<b>242,815</b>	<b>2,597,815</b>	<b>472,800</b>	<b>76,119</b>	

\*The final maturity will be refinanced into a longer-term issuance once municipal building plan is finalized

Based on our understanding of the Village's objectives, risk tolerance, and analysis of the proposed alternatives, we recommend that the Village move forward with the PNC proposal, and structure the plan of finance using the fixed-rate mode. The actual interest rate on the fixed rate Note will be set approximately three days prior to closing, which is anticipated to be on or about May 10, 2018.

We look forward to continuing to work with the Village in developing the plan of finance and securing funding for the property acquisition. Please contact us should you have any questions regarding the process, plan of finance, or analysis included herein.

SOURCES AND USES OF FUNDS

North Bay Village, Florida  
Taxable Series 2018

—  
Preliminary Numbers

Dated Date           05/10/2018  
Delivery Date       05/10/2018

Sources:

Bond Proceeds:	
Par Amount	2,355,000.00
	2,355,000.00

Uses:

Project Fund Deposits:	
Project Fund	2,295,625.00
Delivery Date Expenses:	
Cost of Issuance	59,375.00
	2,355,000.00



# Agenda Item 10D

## BOND SUMMARY STATISTICS

North Bay Village, Florida  
Taxable Series 2018

---  
Preliminary Numbers

Dated Date	05/10/2018
Delivery Date	05/10/2018
First Coupon	07/01/2018
Last Maturity	07/01/2021
Arbitrage Yield	3.336957%
True Interest Cost (TIC)	3.336957%
Net Interest Cost (NIC)	3.336000%
All-In TIC	4.216298%
Average Coupon	3.336000%
Average Life (years)	3.091
Weighted Average Maturity (years)	3.091
Duration of Issue (years)	2.960
Par Amount	2,355,000.00
Bond Proceeds	2,355,000.00
Total Interest	242,814.93
Net Interest	242,814.93
Total Debt Service	2,597,814.93
Maximum Annual Debt Service	2,350,894.00
Average Annual Debt Service	826,890.69
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	2,355,000.00	100.000	3.336%	3.091	695.30
	2,355,000.00			3.091	695.30

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,355,000.00	2,355,000.00	2,355,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-59,375.00	
- Other Amounts			
Target Value	2,355,000.00	2,295,625.00	2,355,000.00
Target Date	05/10/2018	05/10/2018	05/10/2018
Yield	3.336957%	4.216298%	3.336957%

BOND DEBT SERVICE

North Bay Village, Florida  
Taxable Series 2018

—  
Preliminary Numbers

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
07/01/2018			11,129.73	11,129.73	11,129.73
01/01/2019			39,281.40	39,281.40	
07/01/2019	40,000	3.336%	39,281.40	79,281.40	118,562.80
01/01/2020			38,614.20	38,614.20	
07/01/2020	40,000	3.336%	38,614.20	78,614.20	117,228.40
01/01/2021			37,947.00	37,947.00	
07/01/2021	2,275,000	3.336%	37,947.00	2,312,947.00	2,350,894.00
	2,355,000		242,814.93	2,597,814.93	2,597,814.93

BOND DEBT SERVICE

North Bay Village, Florida  
Taxable Series 2018

---  
Preliminary Numbers

Period Ending	Principal	Coupon	Interest	Debt Service
07/01/2018			11,129.73	11,129.73
07/01/2019	40,000	3.336%	78,562.80	118,562.80
07/01/2020	40,000	3.336%	77,228.40	117,228.40
07/01/2021	2,275,000	3.336%	75,894.00	2,350,894.00
	2,355,000		242,814.93	2,597,814.93

## COST OF ISSUANCE

North Bay Village, Florida  
Taxable Series 2018

---  
Preliminary Numbers

Cost of Issuance	\$/1000	Amount
Bond Counsel	9.55414	22,500.00
Financial Advisor	6.36943	15,000.00
Professional Expenses (est.)	0.84926	2,000.00
Bank Counsel	2.54777	6,000.00
Phase One Environmental Study	2.03822	4,800.00
Survey	0.42463	1,000.00
Miscellaneous	3.42887	8,075.00
	25.21231	59,375.00



# Agenda Item 10D

## FORM 8038 STATISTICS

North Bay Village, Florida  
Taxable Series 2018

---  
Preliminary Numbers

Dated Date 05/10/2018  
Delivery Date 05/10/2018

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	07/01/2019	40,000.00	3.336%	100.000	40,000.00	40,000.00
	07/01/2020	40,000.00	3.336%	100.000	40,000.00	40,000.00
	07/01/2021	2,275,000.00	3.336%	100.000	2,275,000.00	2,275,000.00
		2,355,000.00			2,355,000.00	2,355,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	07/01/2021	3.336%	2,275,000.00	2,275,000.00		
Entire Issue			2,355,000.00	2,355,000.00	3.0907	3.3370%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	59,375.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

# Agenda Item 14A



## 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 MINUTES  
REGULAR VILLAGE COMMISSION MEETING  
VILLAGE HALL  
1666 KENNEDY CAUSEWAY, #101  
NORTH BAY VILLAGE, FL 33141  
TUESDAY, APRIL 10, 2018  
7:30 P.M.**

---

**1. CALL TO ORDER**

The Commission of North Bay Village, Florida met in regular session, Tuesday, April 10, 2018, beginning at 7:30 P.M. in the Village Commission Chambers, 1666 Kennedy Causeway, #101, North Bay Village, Florida.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the Flag was recited.

**ROLL CALL**

Present were the following:

Commissioner Jose Alvarez  
Commissioner Eddie Lim  
Mayor Connie Leon-Kreps  
Commissioner Laura Cattabriga  
Vice Mayor Andreana Jackson

Village Manager Marlen D. Martell  
Police Chief Carlos Noriega  
Acting Public Works Director Diego Lopez  
Village Clerk Yvonne P. Hamilton  
Deputy Village Clerk Graciela Mariot

**1. A. PROCLAMATIONS AND AWARDS**

**1. SERGEANT LESLIE L. HATLEY'S RETIREMENT  
OCTOBER 14, 2017**



Mayor Connie Leon-Kreps read a Proclamation into the record recognizing former Sergeant Leslie L. Hatley on his retirement on October 14, 2017, and thanking him for over 25 years of service to the community.

**2. WATER CONSERVATION MONTH**

Mayor Connie Leon-Kreps read a Proclamation into the record proclaiming the month of April 2018 as Water Conservation Month.

**3. MIAMI BEACH SENIOR HIGH SCHOOL NJROTC**

Mayor Connie Leon-Kreps recognized the Miami Beach Senior High School NJROTC for their community service to the Village during special events.

**4. PUBLIC WORKS EMPLOYEES**

The Village recognized the Public Works Staff as being named one of Miami Shores Citizens of the Year for their tireless efforts and dedicated service to North Bay Village in the aftermath of Hurricane Irma. The Village Commission conveyed its own commendation.

Tim Smith, Public Works Supervisor; Bernard Dukes and Ernest Salter, Sanitation Works; and Terrance Ward, Maintenance Worker were in attendance.

**5. YOCELYN GALIANO, VILLAGE MANAGER OF PINECREST**

Ms. Galiano was not present and the item was not addressed.

**B. SPECIAL PRESENTATIONS**

**1. KEEFE MCCULLOUGH  
NBV COMPREHENSIVE ANNUAL FINANCIAL AUDIT – FY 2017**

Cindy Calvert, Partner, presented the report.

**STRATEGIC MIAMI AREA RAPID TRANSIT (SMART) PLAN  
MIAMI-DADE TRANSPORTATION PLANNING  
ORGANIZATION (TPO)**

Ms. Aileen Boucles, Executive Director, made a presentation on the SMART Plan (Strategic Miami Area Rapid Plan), and requested the Commission adopt a Resolution of support. Elizabeth Rockwell from the TPO was also present.

Mayor Connie Leon-Kreps moved to adopt a Resolution supporting funding for the SMART Plan, and Vice Mayor Andreana Jackson seconded the motion.

The Mayor opened the floor to public comments.

Paul Murphy, of 7600 Coquina Drive, addressed the Commission.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, Vice Mayor Andreana Jackson, and Mayor Connie Leon-Kreps all voting Yes.

### C. ADDITIONS AND DELETIONS

Village Manager Marlen Martell requested Items 10A, 10B, and 10C be withdrawn from the agenda.

Vice Mayor Andreana Jackson moved to approve the agenda as amended. Mayor Connie Leon-Kreps seconded the motion, and all voted in favor.

### 3. GOOD & WELFARE

The following residents addressed the Commission: Gudrin Volker of 7517 Cutlass Avenue, Manford Cetner of 7520 East Treasure Drive, Allen Markelson of 8000 East Drive, Tim Dennis of 7900 Harbor Island Drive, Carlos Rodriguez of 7421 Center Bay Drive, Mario Garcia of 7540 Cutlass Avenue, Jane Romero of 7421 Center Bay Drive, Maria & Bud Farrey of 1315 Bay Terrace, Alvin Blake of 7601 Coquina Drive, Fane Lozman of 1700 Kennedy Causeway, Dr. Douglas N. Hornsby of 1353 Bay Terrace, Dr. Paul Murphy of 7600 Coquina Drive, and Mary Kramer of 7610 Coquina Drive.

### 4. VILLAGE COMMISSION'S REPORT

Mayor Connie Leon-Kreps, Vice Mayor Andreana Jackson, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all gave oral reports.

Mayor Connie Leon-Kreps moved to issue a "Key to the Village" to Congresswoman Ileana Ros-Lehten and SAVE. In addition, she moved to issue a plaque to Aletha Player of Florida Power & Light Company. Vice Mayor Andreana Jackson seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, Vice Mayor Andreana Jackson, and Mayor Connie Leon-Kreps all voting Yes.

Commissioner Eddie Lim moved to direct the Village Attorney to draft a Resolution to add a criteria to the application form for new applicants who want to serve on any Advisory Board, that they not be involved in any kind of civil or criminal investigations; and for existing members to attest under oath that they are not involved in any kind of civil or criminal investigation, in order to protect the integrity of the Advisory Boards. The motion died for lack of a second.

The Village Attorney will draft a Resolution to address Commissioner Lim's request for the next Commission Meeting.

**5. GRANT WRITER'S REPORT**

The Village Grant Writer Lakeesha Morris reported on the status of Village grants.

**6. ADVISORY BOARD REPORTS**

**A. ADVISORY CHARTER REVIEW BOARD**

The Chair of the Board Julianna Strout presented the report.

**B. ARTS, CULTURAL & SPECIAL EVENTS BOARD**

A report was not provided.

**C. ANIMAL CONTROL ADVISORY BOARD**

A report was not provided.

**D. BUSINESS DEVELOPMENT ADVISORY BOARD**

A report was not provided.

**E. CITIZENS BUDGET & OVERSIGHT BOARD**

Temporary Chair Mary Kramer presented the report.

**F. COMMUNITY ENHANCEMENT BOARD**

A report was not provided.

**G. PLANNING & ZONING BOARD**

A report was not provided.

7. **VILLAGE ATTORNEY'S REPORT**

Village Attorney Norman C. Powell gave an oral report.

8. **VILLAGE MANAGER'S REPORTS**

Village Manager Marlen D. Martell discussed her written report to the Commission.

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 VILLAGE MANAGER OR THE MANAGER'S DESIGNEE TO SUBMIT A GRANT APPLICATION UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR CONSTRUCTION OF THE NORTH BAY VILLAGE BAYWALK PLAZA-SOUTH SIDE PHASE IIIA; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

Vice Mayor Andreana Jackson moved to approve the Consent Agenda. Commissioner Eddie Lim seconded the motion, which carried 5-0 on a roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

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

- A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-01) FOR PIRATES ALLEY ROADWAY IMPROVEMENTS DESIGN FOR A LUMP SUM AMOUNT OF \$76,700; 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 MARLEN D. MARTELL)**

The Village Manager withdrew the item from the agenda.

# Agenda Item 14A

Regular Village Commission Meeting

April 10, 2018

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-02) TO ANALYZE THE EXISTING 12” FORCE MAIN, AT A LUMP SUM AMOUNT OF \$23,800; 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 MARLEN D. MARTELL)**

The Village Manager withdrew the item from the agenda.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-03) FOR WASTEWATER CONTROLS AND SYSTEM ANALYSIS FOR A LUMP SUM AMOUNT OF \$19,800; 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 MARLEN D. MARTELL)**

The Village Manager withdrew the item from the agenda.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-05) FOR ADDITIONAL CONSTRUCTION PHASE SERVICES FOR THE WATER MAIN REHABILITATION PROGRAM FOR A LUMP SUM COST OF \$97,800; 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 MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

# Agenda Item 14A

Regular Village Commission Meeting

April 10, 2018

Village Manager Marlen Martell and Acting Public Works Director Diego Lopez presented the item to the Commission.

Vice Mayor Andreana Jackson moved to approve the Resolution, and Commissioner Laura Cattabriga seconded the motion.

The Mayor opened the floor to public comments.

Raul Toro of 7536 Hispanola Avenue and Gudrin Volker of 7517 Cutlass Avenue addressed the Commission.

The Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SALE AND PURCHASE AGREEMENT WITH EQUITY ONE (FLORIDA PORTFOLIO) LLC FOR ACQUISITION OF THE PROPERTY LOCATED AT 1335 N.E. 79<sup>TH</sup> STREET CAUSEWAY WITHIN THE VILLAGE, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND ASSOCIATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

Village Attorney Norman C. Powell and Finance Director Bert Wrains presented the item to the Commission.

The Mayor opened the floor to public comments.

Gudrin Volker of 7517 Cutlass Avenue addressed the Commission.

The Mayor closed the floor to public comments.

# Agenda Item 14A

Regular Village Commission Meeting

April 10, 2018

The Mayor stated the following for the record: “With the prior administration, I felt pressured to approve the purchase of \$2.9 Million, and he was going to forgive the code violations liens. I was told that if we did not take it right away at \$2.9 Million, we were going to lose it. They were asking for \$2.9 Million. The administration went ahead and offered \$2.9 Million. I said, you are not going to negotiate; and he said, it is contingent with the appraisal. His appraisal came back at \$2.9 Million. The attorney at that point was not involved regarding the purchase of Sakura or any evaluation; no legal aspects, nothing. Here comes Mr. Powell, and he begins to re-evaluate the situation, and now we have it down to \$2,295,000. That is pretty significant, and I must commend you, and thank you for your diligent work (directed at Village Attorney). I think it’s a no brainer like Commissioner Cattabriga said; it’s an investment. The reason why I say it’s an investment, is because I want to make sure it goes on the record that the purpose of the purchase of this property is to enter into a partnership with a private investor, so that we can have retail, offices, City Hall, perhaps a mini community center (the issue with the pool); but also parking that residents of Harbor Island can benefit from, because we have a parking situation. It is for investment; I don’t see any objections with it, especially since now we are getting a bargain. I commend our Village Attorney for going out there and getting the price down to \$2,295,000.”

Commissioner Eddie Lim moved to approve the Resolution. Vice Mayor Andreana Jackson seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jose Alvarez, Commissioner Laura Cattabriga, Vice Mayor Andreana Jackson, Mayor Connie Leon-Kreps and Commissioner Eddie Lim all voting Yes.

**F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PLAN OF FINANCE FOR THE PURCHASE OF THE PROPERTY LOCATED AT 1335 N.E. 79<sup>TH</sup> STREET CAUSEWAY WITHIN THE VILLAGE, APPROVING THE SERIES 2018 NOTE FROM PNC BANK; AUTHORIZING THE VILLAGE OFFICIALS TO EXECUTE THE FINANCING DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

Finance Director Bert Wrains presented the item to the Commission.

Commissioner Laura Cattabriga moved to approve the Resolution, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Andreana Jackson, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes.

Commissioner Cattabriga requested that the Citizens Budget & Oversight Board be given the opportunity to look at the finance plan for the purchase of the Sakura property, and provide their input.

## 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 A REQUEST BY ERIKA JM LLC, D/B/A SUSHI ERIKA, OWNER OF THE BUSINESS ESTABLISHMENT TO BE LOCATED AT 1700 KENNEDY CAUSEWAY, SUITE 100, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE PURSUANT TO SECTION 111.03 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, FROM THE STRICT INTERPRETATION OF SECTION 111.12(A)(1) AND 111.12 (B)(1) FOR THE ISSUANCE OF A BUSINESS TAX RECEIPT TO PERMIT THE SALE AND ON PREMISES CONSUMPTION OF BEER AND WINE WITHIN 300 FEET OF AN EXISTING RESTAURANT HOLDING A 4COP LICENSE AND WITHIN 500 FEET OF A SCHOOL. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

The Village Planner Jim LaRue presented the Staff Report recommending approval of the request with the following conditions:

1. There are no objections from owners or occupants of neighboring residential properties.
2. Cost Recovery changes must be paid pursuant to Section 5.12. Specifically, no license or 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.



3. Authorization or issue of a variance 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 variance or 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 result in a violation of federal or state law.

The applicant, Erika Sushi, addressed the Commission.

The Mayor opened the Public Hearing. There being no speakers, the Mayor closed the Public Hearing.

Vice Mayor Andreana Jackson moved to approve the request with the conditions outlined above. Commissioner Eddie Lim seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

## 12. UNFINISHED BUSINESS

### A. **GARAGE SALE EVENT (MAYOR CONNIE LEON-KREPS) (DEFERRED FROM MARCH 13, 2018)**

Vice Mayor Andreana Jackson moved to hold a North Bay Village Community Extravaganza at TIES, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to public comments. There being no speakers the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

**13. NEW BUSINESS**

There was no new business.

**14. APPROVAL OF MINUTES – COMMISSION MEETINGS**

- A. REGULAR COMMISSION MEETING – MARCH 13, 2018**
- B. SPECIAL COMMISSION MEETING – MARCH 15, 2018**
- C. REGULAR COMMISSION MEETING - MARCH 28, 2018**

Vice Mayor Andreana Jackson moved to approve the Minutes as submitted. Commissioner Laura Cattabriga seconded the motion, which was adopted by a 5- 0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

**15. ADJOURNMENT**

The meeting adjourned at 11:03 P.M.

Prepared by: Yvonne P. Hamilton, CMC  
Village Clerk

Adopted by North Bay Village on this \_\_\_\_\_ day of  
\_\_\_\_\_ 2018.

*Connie Leon-Kreps, Mayor*

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)

# Agenda Item 14B



## 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](http://www.nbvillage.com)

### **OFFICIAL MINUTES** **SPECIAL VILLAGE COMMISSION MEETING**

**VILLAGE HALL**  
**1666 KENNEDY CAUSEWAY, #101**  
**NORTH BAY VILLAGE, FL 33141**

**WEDNESDAY, APRIL 18, 2018**  
**6:30 P.M.**

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#### **1. CALL TO ORDER**

The Commission of North Bay Village, Florida met in special session, Tuesday, April 18, 2018, beginning at 6:33 P.M. in the Village Commission Chambers, 1666 Kennedy Causeway, #101, North Bay Village, Florida.

#### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

#### **ROLL CALL**

Commissioner Jose Alvarez  
Mayor Connie Leon-Kreps  
Vice Mayor Andreana Jackson  
Commissioner Laura Cattabriga

Commissioner Eddie Lim was absent.

#### **ALSO PRESENT**

Village Manager Marlen D. Martell  
Finance Director Bert Wrains  
Acting Public Works Director Diego Lopez  
Acting Police Chief Brian Collins  
Village Clerk Yvonne P. Hamilton  
Acting HR Director Ana Deleon  
Deputy Village Clerk Grace Mariot

## 2. RESOLUTIONS

- A. A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF THE DIRECTOR OF PUBLIC WORKS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

Village Manager Marlen Martell introduced the Public Works Director Juan Valiente.

Mr. Valiente addressed the Commission.

Vice Mayor Andreana Jackson moved to confirm the appointment of Juan Valiente as the Public Works Director, and Commissioner Laura Cattabriga seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voted Yes. Commissioner Eddie Lim was absent.

- B. A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF THE CHIEF OF POLICE; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

Village Manager Marlen Martell introduced the Chief of Police Lewis Velken.

Mayor Connie Leon-Kreps read some of Chief Velken's professional qualifications, awards and commendations, experience and training from his resume, for the record: "30 years serving the 4,000 plus members of Miami-Dade Police Department (Sheriff's Office). Achieved the ranks of Detective (1994), Sergeant (2001) and Lieutenant (2006-present). Reviewed, managed and oversaw aspects of Special Victims Bureau Operations and budget. Oversaw and supervised over 30 sworn and non-sworn investigative personnel. Regularly briefed administrators and appropriate staff of developing, critical information. Earned over 35 commendations throughout law enforcement career.

# Agenda Item 14B

Special Village Commission Meeting

April 18, 2018

Employee excellence Award for Devotion to Duty and High Productivity Bronze Medal of Valor Recipient. 30 plus years of law enforcement experience. 12 plus years of progressively responsible leadership. Experience in direct supervision, training and development of personnel. Regularly conduct presentations and training seminars before groups”.

Vice Mayor Andreana Jackson moved to confirm the appointment of Lewis Velken as the Police Chief, and Commissioner Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voted Yes. Commissioner Eddie Lim was absent.

Chief Velken addressed the Commission.

Village Manager Marlen Martell announced the coming of Facebook Live, which will provide the Police Chief with the opportunity to interact with the residents, to hear their suggestions and recommendations.

### 3. OATH OF OFFICE

The Oath of Office was administered to Chief Velken by his son, Jake Velken.

### 4. ADJOURNMENT

The meeting adjourned at 6:46 P.M.

Prepared and submitted by: Yvonne P. Hamilton, CMC  
Village Clerk

*Adopted by the Village Commission on  
this \_\_\_ day of \_\_\_\_\_ 2018.*

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*Connie Leon-Kreps, Mayor*

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk’s Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)