



## 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 AGENDA** **REGULAR VILLAGE COMMISSION MEETING**

**VILLAGE HALL**  
**1666 KENNEDY CAUSEWAY, #101**  
**NORTH BAY VILLAGE, FL 33141**

**TUESDAY, JUNE 27, 2017**  
**7:30 P.M.**

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

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

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**1. CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**2. A. PROCLAMATIONS AND AWARDS**

**1. NORTH BAY VILLAGE SCHOLARSHIPS AWARDS**

**B. SPECIAL PRESENTATIONS**

**1. The Honorable Senator Daphne Campbell  
(Legislative Update)**

**2. Introduction of New Village Employees:**

**A. Raymond Rammo, P.E., M.S., Acting Director of Public Works  
(By Carlos Penin, President of CAP)**

**B. Rodolfo Santana Alvarez, Multi-Task Clerical Specialist  
(By Bert Wrains, Finance Director)**

**C. ADDITIONS AND DELETIONS**

**3. GOOD & WELFARE**

**4. GRANT WRITER'S REPORT**

5. **ADVISORY BOARD REPORTS**

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

6. **VILLAGE COMMISSION'S REPORT**

7. **VILLAGE ATTORNEY'S REPORT**

8. **VILLAGE MANAGER'S REPORTS**

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

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A TMDL WATER QUALITY RESTORATION GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION IN THE AMOUNT OF \$150,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT DOCUMENTS, AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

The proposed Resolution calls for acceptance of grant funding in the amount of \$150,000 from the Florida Department of Environmental Protection (DEP) to repair/refurbish or replace the catch basins at outfalls in the Village, and authorize \$150,000 matching funds from the Village's Stormwater Fund Unreserved Net Position.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AMENDMENT NO. 1 TO THE DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT, NUMBER DW130400, BETWEEN NORTH BAY VILLAGE AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE WATER MAIN REHABILITATION PROJECT; PERTAINING TO THE LOAN REPAYMENT SCHEDULE; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

The proposed Resolution will authorize a low cost 20-year loan in the amount of \$4,380,556 from the Florida Department of Environmental Protection, at an interest rate of 1.34%, to repair/replace the Village's water mains.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AMENDMENT NO. 1 TO THE DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT, NUMBER DW130420, BETWEEN NORTH BAY VILLAGE AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE WATER METER REPLACEMENT PROGRAM; PERTAINING TO THE LOAN REPAYMENT SCHEDULE; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize a low cost 20-year loan in the amount of \$4,202,584 from the Florida Department of Environmental Protection, at an interest rate of 1.24%, to repair the water meters and service lines.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RESOLVING THE MATTER OF CODE ENFORCEMENT FINES IMPOSED AGAINST KARINA GONZALEZ OF 7928 WEST DRIVE #504, NORTH BAY VILLAGE, FLORIDA; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE SETTLEMENT; TO EXECUTE AND FILE ANY REQUIRED DOCUMENTS WITH THE CLERK OF COURT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY ROBERT L. SWITKES)**

The proposed Resolution will settle a Code Enforcement Case against Karina Gonzalez for performing floor laminating without the required Building Permit with payment of a \$1,000 fine.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RESOLVING THE MATTER OF CODE ENFORCEMENT FINES IMPOSED AGAINST BAYVIEW VILLAGES AT 7915 EAST DRIVE, NORTH BAY VILLAGE, FLORIDA; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE SETTLEMENT; TO EXECUTE AND FILE ANY REQUIRED DOCUMENTS WITH THE CLERK OF COURT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY ROBERT L. SWITKES)**

The proposed Resolution will settle a Code Enforcement Case against Bay View Villages for having outside storage, dumpsters not in enclosures, and junk vehicle storage with payment of a \$36,405 fine.

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RENEWAL OF FDOT CONTRACT NO. AS368 FOR THE LANDSCAPING MAINTENANCE OF THE KENNEDY CAUSEWAY WITHIN THE CORPORATE LIMITS OF NORTH BAY VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE CONTRACT RENEWAL BEGINNING NOVEMBER 3, 2017 AND ENDING ON NOVEMBER 2, 2018 WITH AN ANNUAL FDOT PAYMENT TO THE VILLAGE FOR SAID MAINTENANCE IN THE AMOUNT OF \$2,836.00; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will renew a contract with Florida Department of Transportation (FDOT) for the Village to perform landscaping maintenance services on Kennedy Causeway within the corporate limits of the Village. FDOT will reimburse the Village \$2,836 annually for this service.

- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING PAYMENT TO KIMLEY-HORN & ASSOCIATES, INC. IN THE AMOUNT OF \$40,933.24 FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE ON-GOING BAYWALK PLAZA SOUTH SIDE CONSTRUCTION PROJECT, UNDER AMENDMENT NUMBER 1 BETWEEN NORTH BAY VILLAGE AND KIMLEY-HORN & ASSOCIATES, INC.; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK. ROLLASON)**

The proposed Resolution will approve invoices from Kimley-Horn & Associates, Inc. for additional services performed for the Baywalk Plaza Southside project.

- H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONTRACT RENEWAL WITH GOMEZ BARKER ASSOCIATES, INC. FOR PROFESSIONAL CONSULTING AND LOBBYING SERVICES BEFORE THE LEGISLATURE OF THE STATE OF FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution calls for the renewal of a contract for lobbying services before the State of Florida for funding assistance for various Village infrastructure projects; and various proposed legislation that may affect North Bay Village.

- I. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONTRACT RENEWAL WITH FRANCO GOVERNMENT RELATIONS, INC. FOR FEDERAL LOBBYING CONSULTING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow the continuance of services by Franco Government as the Village federal lobbyist to pursue funding and legislative issues in Washington, D.C.

- J. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 17-05) FOR MAIN WASTEWATER PUMP STATION IMPROVEMENTS; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize a Work Order with the Village Professional Engineer to provide Main Wastewater Pump Station Improvements Analysis, which includes Site Visit/Preliminary Design, Bid Documents Development and Bidding Services.

**1.) Commission Action**

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

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151, SECTION 151.101 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED “PROPERTY ADDRESSES” TO PROVIDE FOR ADDRESS NUMBERS ON SEAWALLS; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON) – FIRST READING**

The proposed Resolution will allow for property addresses to be affixed to the seawalls for identification purposes by North Bay Village Police Marine Patrol Unit, when necessary.

**1.) Commission Action**

- B. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152 - ZONING, OF THE CODE OF ORDINANCES OF NORTH BAY VILLAGE TO ALLOW THE VILLAGE MANAGER TO DENY LICENSES TO PRIOR VIOLATORS AND TO PROHIBIT ADVERTISING OF UNLICENSED VACATION RENTALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON) - PUBLIC HEARING -FIRST READING**

The proposed Ordinance will prohibit the advertisement of unlicensed Vacation Rentals and allow the Village Manager to deny the issuance of licenses to prior violators.

**1.) Commission Action**

- C. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE TEXT OF THE COASTAL MANAGEMENT ELEMENT; REVISING THE COASTAL HIGH HAZARD AREA MAP, AS MANDATED BY FLORIDA STATUTES 163.3178(F); IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163; FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON) – PUBLIC HEARING – FIRST READING**

The proposed Ordinance will approve amendments to the Comprehensive Plan to the Coastal Management Element to adopt development and redevelopment principles and strategies to reduce the risk of flooding, storm surge and impacts of sea level rise, to meet the 2015 Florida Legislative changes known as the “Peril of Flood”.

**1.) Commission Action**

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDED RFP NO. 2017-003 FOR ROOF REPAIRS TO 1841 GALLEON STREET FACILITY TO THERMA SEAL SYSTEMS, LLC; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will accept the recommendation of the Village Manager to award the contract for repairing the roof of the building at 1841 Galleon Street to Thermal Seal Systems, LLC, as also recommended by the Technical Evaluation Committee.

**1.) Commission Action**

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDING RFP NO. 2017-004 FOR CLEANING OF THE MAIN WET WELL AT 1851 GALLEON STREET TO ENVIROWASTE SERVICES GROUP, INC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will accept the recommendation of the Village Manager to award the contract for cleaning the main wet well at the sewage station on Galleon Street to Envirowaste Services Group, Inc., as also recommended by the Technical Evaluation Committee.

**1.) Commission Action**

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXPENDITURE OF \$5,200.00 TO THE MIAMI BEACH CHAMBER OF COMMERCE FOR 2017 MEMBERSHIP DUES; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize the Village Manager to pay \$5,200 for annual membership dues to Miami Beach Chamber of Commerce.

**1.) Commission Action**

- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND ENTERPRISE FLEET MANAGEMENT FOR THE LEASE OF 12 MARKED POLICE VEHICLES; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE FOR THIS AGREEMENT; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize an agreement for the lease of 12 specially outfitted, marked, police vehicles from Enterprise Fleet Management to replace the aging fleet.

**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, GRANTING A WAIVER, PURSUANT TO SECTION 150.11(G) OF THE VILLAGE CODE OF ORDINANCES, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize the construction of a dock with a boatlift, which will extend 47 feet from the existing seawall into Biscayne Bay.

**1.) Commission Action**

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY JONATHAN CASTRO FOR A NON-USE VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO PERMIT A 1.5 FOOT SIDE YARD SETBACK FOR THE INSTALLATION OF A NON-PERMANENT CARPORT AT 7520 MUTINY AVENUE, TREASURE ISLAND; NORTH BAY VILLAGE, FLORIDA, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will approve the construction of a Carport that will encroach into the required side-yard setback

**1.) Commission Action**

- C. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151 OF THE VILLAGE CODE ENTITLED “BUILDINGS” BY AMENDING SECTION 151.11 TO REQUIRE CONDOMINIUM ASSOCIATIONS’ APPROVAL FOR WORK PERFORMED INSIDE A CONDOMINIUM UNIT; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS) – PUBLIC HEARING ITEM – SECOND READING**

The proposed Ordinance will require condominium unit owners to provide a signed letter from their Condominium Association approving construction work to be done in their units, prior to obtaining a Building Permit from the Village (LDR).

**1.) Commission Action**



- D. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, REPEALING ALL CHAPTERS OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING CHAPTER 1 GENERAL PROVISIONS, CHAPTER 2 ADMINISTRATIVE AND LEGISLATIVE PROCEDURES, CHAPTER 3 LAND USE, CHAPTER 4 CONSISTENCY AND CONCURRENCY DETERMINATIONS, CHAPTER 5 DESIGN STANDARDS AND CHAPTER 6 FLOOD DAMAGE PREVENTION; REPEALING APPENDICES OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING APPENDIX A APPLICATIONS, APPENDIX B BUILDING PERMIT APPLICATION, APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER, APPENDIX D SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE, APPENDIX E CLASS I COASTAL CONSTRUCTION PERMIT APPLICATION, APPENDIX H FLOOD CONTROL; REPEALING LAND DEVELOPMENT CODE COMPARATIVE TABLE OF ORDINANCES, REPEALING CHAPTERS OF THE VILLAGE CODE OF ORDINANCES INCLUDING CHAPTER 152 ZONING AND CHAPTER 155 DESIGN GUIDELINE STANDARDS; REPEALING APPENDIX B OF THE VILLAGE CODE OF ORDINANCES ENTITLED SIGN ILLUSTRATION; ADOPTING A NEW UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER 1 GENERAL, CHAPTER 2 RELATIONSHIP TO THE COMPREHENSIVE PLAN, CHAPTER 3 DEFINITIONS, CHAPTER 4 ADMINISTRATION AND ENFORCEMENT, CHAPTER 5 PERMITS AND DEVELOPMENT APPROVALS, CHAPTER 6 NONCONFORMITIES, CHAPTER 7 VARIANCES, CHAPTER 8 ZONING, CHAPTER 9 GENERAL SITE DESIGN STANDARDS, CHAPTER 10 FLOOD DAMAGE PREVENTION, CHAPTER 11 SIGNS, CHAPTER 12 ADULT ENTERTAINMENT, CHAPTER 13 VACATION RENTAL LICENSE PROGRAM, CHAPTER 14 MARIJUANA DISPENSARIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. PUBLIC HEARING ITEM – SECOND READING**

The proposed Ordinance will combine the Village's Zoning Code and the Land Development Code into one unified document.

- 1.) Commission Action**

**13. NEW BUSINESS**

**A. APPOINTMENT OF ADVISORY BOARD MEMBERS**

- 1. ANIMAL CONTROL ADVISORY BOARD  
2. COMMUNITY ENHANCEMENT BOARD**

- 1.) Commission Action**

**B. CANCELLATION OF JULY/AUGUST 2017 COMMISSION MEETING PURSUANT TO SECTION 3.09 OF THE VILLAGE CHARTER**

- 1.) Commission Action**

**C. VOTING DELEGATE AT FLORIDA LEAGUE OF CITIES ANNUAL CONFERENCE**

**1.) Commission Action**

**D. DISCUSSION REGARDING COMMERCIAL ADVERTISING BOAT  
(COMMISSIONER ANDREANA JACKSON)**

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

- A. REGULAR COMMISSION MEETING - MARCH 28, 2017**
- B. REGULAR COMMISSION MEETING – MARCH 14, 2017**
- C. REGULAR COMMISSION MEETING – FEBRUARY 28, 2017**

**1.) Commission Action**

**15. ADJOURNMENT**



100 NE 15 Street, Suite 207 ~ Homestead, FL 33030  
Phone: (786)232-0771 Toll Free Phone/Fax: (888)778-5930 www.belltowergroup.org

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**To:** North Bay Village Mayor & Village Commission  
**From:** LaKeesha Morris, MSW  
**Date Submitted:** 6/6/2017  
**Reporting Period:** May 1 - May 31, 2017

**Grants Submitted this Reporting Period:**

- 1. Florida Department of Environmental Protection – Land and Water Conservation Fund**
  - a. **Date Submitted:** 5/5/2017
  - b. **Amount Requested:** \$200,000
  - c. **Match Required:** \$200,000
  - d. **Project Summary:** Funding to support construction of the Village Boardwalk upon completion of the design and permitting phase.

**Grants “Under Construction”**

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

- 2. US Department of Justice – COPS Hiring Grant**
  - a. **Due Date:** 7/10/2017
  - b. **Amount Available:** \$125,000 (salary only)
  - c. **Match Required:** Amount over \$125,000
  - d. **Project Summary:** Funding to support the hiring of up to two (2) Police Officers.
  
- 3. FDOT – County Incentive Grant Program for FY2022/2023**
  - a. **Due Date:** 6/20/2017
  - b. **Amount Available:** No Listed
  - c. **Match Required:** Amount in excess of award
  - d. **Project Summary:** Project to be determined by Village Staff. Grant is intended for local transportation projects that relieve congestion on the State Highway System or improve transportation facilities on the State Highway System.



100 NE 15 Street, Suite 207 ~ Homestead, FL 33030

Phone: (786)232-0771 Toll Free Phone/Fax: (888)778-5930 [www.belltowergroup.org](http://www.belltowergroup.org)

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## **Grant Updates**

### **1. Florida Department of Environmental Protection – TMDL Grant**

- a. The Village has received the contract for this grant in the amount of \$150,000. The item is on the June agenda for Village approval.

### **2. FDOT High Visibility Enforcement for Pedestrian and Bicycle Safety**

- a. This reporting period, LaKeesha completed the required programmatic and fiscal reports for this project. The final cost for this project was \$1,958.52 (Grant Award: \$2,000). The three officers that worked on this project (N. Benitez, I. Chavalier, and P. Kennedy) did an excellent job of completing the required trainings and filling out the required detail reports.

### **3. Mandatory Grant Related Trainings**

- a. LaKeesha is actively engaged with Village Staff to complete the Local Agency Program (LAP) process required by FDOT to enter into a contract agreement for the \$1,000,000 grant to support the Baywalk Project (North). This includes completing a series of online trainings (3 completed to date), attending bi-weekly conference calls, and assisting with required paperwork.
- b. Additionally, LaKeesha attended a Safe Routes to School training provided by FDOT. This training is now required for agencies that wish to apply for Safe Routes funding in the future. The Safe Routes application is expected to be released by the end of this year.



## North Bay Village

5A

Administrative Offices

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

### MINUTES

#### **ANIMAL CONTROL ADVISORY BOARD MEETING**

VILLAGE COMMISSION CHAMBERS

1666 KENNEDY CAUSEWAY, #101

MONDAY, MAY 8, 2017

6:00 P.M.

#### **1. CALL TO ORDER**

The meeting was called to order at 6:02 p.m. by Chair Cecilia Veloz.

#### **2. ROLL CALL**

Board Members Present:

Kokoa Woodget, Vice Chair

Maria De La Cruz Marquez Arrechea, Board Member

Sarah Mauer, Board Member arrived at 6:03pm

Village Staff Present:

Code Enforcement Officer Maria Tovar

Village Clerk Yvonne Hamilton

Deputy Village Clerk Jenorgen Guillen

#### **3. NEW BUSINESS**

##### **A. TRAP/NEUTER/RELEASE (TNR) and Cat Feeding Protocol**

The Board discussed creating TNR and Cat Feeding protocol to introduce to the Commission. Code Enforcement Officer Maria Tovar distributed the current Code Chapter 91, pertaining to animals to the Board. She informed the Board that there is no Village ordinance addressing the feeding of cats. The Board requested the item be brought back for discussion at their next meeting.

##### **B. Cat Feeders ID's**

Chair Cecilia Veloz informed the other members of the Board that according to the Village Manager the Village ID's issued to them are only to be used at Village events. They are not to be used when feeding cats.

#### **4. OLD BUSINESS**

None

**5. PUBLIC COMMENTS**

Mr. Alejandro Luna, resident at 1880 S Treasure Drive, questioned the need for permitting cat feeders within the Village. He suggested the Board create an Ordinance to regulate cat feeding process and notify all the condominiums in the Village of current animal regulations.

**6. APPROVAL OF MINUTES**

- A. March 2, 2017 Animal Control Advisory Board Meeting Minutes
- B. April 5, 2017 Animal Control Advisory Board Meeting Minutes
- C. April 10, 2017 Special Animal Control Advisory Board Meeting Minutes

**MOTION**

Chair Cecilia Veloz made a motion to approve the Minutes. Vice Chair Kokoa Woodget seconded the motion. Motion carried unanimously 4-0.

**7. NEXT BOARD MEETING**

**8.**

- A. June 12, 2017 at 6:00 p.m.  
No action needed.

**9. ADJOURNMENT**

There being no further business to discuss before the Animal Control Advisory Board, the meeting adjourned at 7:04 p.m.

Prepared by: Jenorgen Guillen  
Deputy Village Clerk

Approved by Animal Control Advisory Board

This \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Cecilia Veloz, Chair



## North Bay Village

5C

Administrative Offices

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

### OFFICIAL MINUTES

#### **CITIZEN'S BUDGET & OVERSIGHT BOARD MEETING**

##### **VILLAGE HALL**

**1666 KENNEDY CAUSEWAY, #101**

**MONDAY, JUNE 5, 2017**

**6:30 P.M.**

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#### **1. CALL TO ORDER**

The meeting was called to order at 6:41 P.M. by the Chair, Laura Cattabriga.

#### **2. ROLL CALL**

Present were: Chair Laura Cattabriga, Vice Chair Carlos Rodriguez, Board Member Mary Kramer, Board Member Kokoa Patricia Woodget.

Village Staff Present were: Finance Director Bert Wrains, Senior Accountant Sandra Zamacona, and Village Clerk Yvonne Hamilton

#### **3. APPROVAL OF MINUTES**

None.

#### **4. NEW BUSINESS**

**A. MONTHLY BUDGET REPORT (MAY 2017)**

**B. NORTH BAY VILLAGE OVERVIEW OF CURRENT AND FUTURE  
CAPITAL COSTS AND FINANCING**

**C. NORTH BAY VILLAGE BUDGET**

#### **5. BOARD'S DISCUSSION AND RECOMMENDATION**

It was noted that the Budget Workshop is scheduled for June 20th.

There was discussion of the Budget Workshop process. Laura Cattabriga informed the other members that she cannot make it to the Budget Workshop.

There was a question as to what is normally in a budget.

General Fund Budget, from ad valorem taxes, mostly 90% service to public.

Three-year contract with police union. Collective bargaining agreement or go to court.

Certain things may go up. Building rent. Animal Control.  
Traditional events: Halloween, Holiday Decorations.  
Mandatory additional expenses.

One member stated that, in line with the Board's mission, there should be greater communication with the residents about Village issues.  
What happens to monies allocated but not spent?

Bert Wrains noted that Departments who over-spend their budget must be reported to State, as part of the annual audit. State regulates.

Opinion that communications infrastructure in NBV is woefully inadequate.

Discussion took place about the new Village website.

Last budget: \$50,000 allocated to marketing. Discussion of whether we need a full time person.

Comment that we need commercial development to raise revenue.

There was a lot of discussion about whether the Board should encourage a financial allocation to community communication and business development.

Public Information Officer  
Develop a communication strategy  
Promote the Village through social media  
Update and manage website  
Communicate with local press

**MOTION:**

Carlos Rodriguez made a motion that, during the budget workshop, the Committee makes remarks regarding the importance of financial allocation for COMMUNICATION, with the objectives of public information to the community, and promotion of our community.

Motion passed unanimously.

ANNUAL BUDGET October 1st to September 30<sup>th</sup>.

Revenues are received in the first six months. We are in the 8<sup>th</sup> month of the budget. As of now, we have spent 60% of budget.



Police Department is asking for new cars. Right now, some are leased.

Discussion of other line items on Budget Report.

Of note:

North Bay Village owes Golden Beach \$73,000 for the boat.

Discussion of use of forfeiture funds.

Police Department is approximately 70% of budget.

**MOTION:**

Mary Kramer made a motion that the Board recommend funding a full-time Code Enforcement Officer instead of having two part-time employees. Laura Cattabriga seconded the motion.

Samples of reasons:

Short Term Vacation Rentals

Animal Control Initiatives

Oversee small and large construction

The Motion passed unanimously.

Discussion of Overview of Current and Future Capital Costs and Financing document that was provided by the Finance Department.

Next Commission Meeting: Laura Cattabriga or Carlos Rodriguez to revisit our prior report and recommendations and ask if our ideas are being addressed or acted on.

**6. ADJOURNMENT**

The meeting adjourned at 9:10 p.m.

Prepared and submitted by Board Member Mary Kramer

Approved by Citizens Budget and Oversight Board

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Laura Cattabriga, Chair

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



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### **OFFICIAL MINUTES**

#### **BUSINESS DEVELOPMENT ADVISORY BOARD/ CITIZENS BUDGET & OVERSIGHT BOARD MEETING**

**VILLAGE HALL  
1666 KENNEDY CAUSEWAY, #101  
JUNE 6, 2017  
5:30 P.M.**

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#### **1. CALL TO ORDER**

The meeting was called to order at 5:45 by the Chair of the Citizens Budget & Oversight Board Laura Cattabriga.

#### **2. ROLL CALL**

Present were: Business Development Advisory Board Members: Chair Kokoa Woodget, Vice Chair Laura Cattabriga, and Carlos Rodriguez. Miguel Barbargallo was absent.

Citizens Budget & Oversight Advisory Board Members: Chair Laura Cattabriga, Vice Chair Carlos Rodriguez, Mary Kramer, and Kokoa Woodget. Dr. Paul Norris was absent.

Present for the Village: Village Manager Frank K. Rollason, Finance Director, Bert Wrains, and Village Clerk Yvonne Hamilton.

Developer Scott Greenwald was in attendance.

#### **3. NORTH BAY VILLAGE COMPREHENSIVE PLAN**

Mr. Jim LaRue, Village Planner, presented on the Comprehensive Plan: land use and development. Includes Rules. "Bible" for how the Village is going to look.

One aspect: a Five Year Strategic Plan for improvements. Vision & challenges. Defining what is important to the Village.

Capital improvements; water & sewer; infrastructure; public works.

Mandatory services

Attracting businesses

Strategic Plan:

Unified Land Development Code allows for mixed-use.

(The Land Develop Regulations and the Zoning Code now match.)

Recommendations for future:

Sign Code needs upgrade; urban design oriented signage

One member had a basic question: How do we articulate what type of Village in terms of character do we want?

Answer: walkable, a feeling of community; we do not want to feel like a drive-thru to Miami Beach.

We want to be sustainable and viable.

Another thought:

The Land Development Code should be modified to allow hotels as “commercial” to allow greater density, not as residential. Right now, hotels development bound by residential capacity rules.

Strategic Plan: designed based on input from residents (survey monkey) and Commission input also. Last Strategic Plan published April 2016.

Committee idea:

Bagels and coffee early, with local business owners to discuss their recommendations and what they need to promote businesses in NBV.

Another idea:

Recommended revisions to Strategic Plan by 2 committees

Marketing Study & Plan (2 different things); Frank Rollason (F.R.), Village Manager, wants to wait until the boardwalk is built. Waste of time and \$\$ to have market study before we have a boardwalk.

Note:

Projects on Boardwalk and Baywalk funds were cut.

Special session in Tallahassee coming up: \$85 Million development monies – we might be back in, depending on legislature.

Right now, lump sum, \$85 Million for projects tied to economic development.

F.R. says even so, we have a commitment from FINE to fund half the project; and the other half will come from allocated bonds. The Commission will have to make a decision.

Idea: Meet with Jerry Libbin, Prident and CEO of Miami Shores Chamber of Commerce to discuss ideas for promoting business

#### **4. ADJOURNMENT**

Meeting adjourned at approximately 7:15 p.m.

Prepared and submitted by Board Member Mary Kramer

Approved by Citizens Budget and Oversight Board

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Laura Cattabriga, Chair

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



# North Bay Village Financial & Economic Development Challenges 2017

**Projected Commitments as of 1/2018: \$24.6 Million**

## Projected NEW Expenditures: \$50-75 Million

### REQUIRED

Infrastructure Repairs & Improvements  
Water & Sewer Line Replacements  
**\$35-55 Million**

### VOTER APPROVED

City Hall, Underground Utility Project, Parks, Causeway  
**\$20+ Million**

Municipal Bonds  
Tax \$



Economic/Business Development  
Broadened Commercial Tax Base

Residents

Impact Fees  
From development



Tax \$

### Quality of Life & Beautification

Resident Services  
Parks & Recreation  
Community Building



# North Bay Village Financial & Economic Development Challenges 2017

## CURRENT OBLIGATIONS (As of 1/2018)

### Infrastructure projects

#### Existing Debt Currently Being Serviced

General Obliga on Fund	\$7.974 Million
Utili y Fund	\$1.444 Million
	<b>\$9.4 Million</b>

#### Debt to be Incurred by End of Year

Sewer System Improvements	\$4.7 Million
Water Main Improvements	\$5.4 Million
Water Meter Replacement	\$5.1 Million
	<b>\$15.2 Million</b>

**TOTAL \$ 24.6 Million**

## PROJECTED NEW DEBT OBLIGATIONS (not included above)

Voter Approved Projects NEW Debt	Amount	Term Remaining 20 year bond	Annual Payment	Revenue Source
New Village Hall	\$7,211,000	30 years	\$424,800	Payment
			\$0.4426	Millage
Add'l Park Acquisi on & Construc on	\$4,190,000	25 years	\$273,000	Payment
			\$0.2845	Millage
Underground Utili ty FP&L	\$9,100,000	25 years	\$558,120	Payment
			\$0.5816	Millage
	<b>\$20,501,000</b>		\$959,707.508	

#### UTILITY IMPACT - Potential Future Debt in 10 - 12 years

Replacement of Sanitary Sewer/ Drinking Water/Storm Water Infra- structure Systems	<b>\$35-\$55 Million</b>	10-12 Years
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# North Bay Village Financial & Economic Development Challenges 2017

## Key Issues to Consider:

- Total of Committed Debt + Projected Debt = \$70-90+ Million
- Voter Pressure to Begin Approved Projects -- IMMEDIATE
- Additional Large Infrastructure Expenditures are expected to hit the budget in 10-15 years (estimate: \$35-55 Million)
- Current tax base and millage rates, largely residential, will not support projected level of expenditures without substantial increases.
- Vacant parcels on the Causeway are the pathway to Village development and broadening the tax base.
- Time from Planning & Zoning Approval to Full Tax dollars collected 3-5 years
- Village must IMMEDIATELY prioritize Economic & Business Development
  - ◊ Focus on Causeway Commercial Building
  - ◊ Promote greater commercial occupancy of existing properties
  - ◊ Create Business Friendly Environment -- (Planning & Zoning, Village Services, Business Community Organizations etc.)
- Village needs to devote resources (People & \$) to economic development.
  - ◊ Village Branding Strategy and Village Marketing Program

SUCCESSFUL ECONOMIC AND BUSINESS DEVELOPMENT IS  
CRITICAL TO THE SURVIVAL OF OUR VILLAGE



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### **VILLAGE MANAGER'S REPORT**

**TO**

**THE MAYOR AND MEMBERS OF THE VILLAGE COMMISSION**

**JUNE 27, 2017**

- 1. FINANCE DEPARTMENT OVERVIEW:**
- 2. POLICE DEPARTMENT OVERVIEW:**
- 3. PUBLIC WORKS DEPARTMENT OVERVIEW:**
- 4. MANAGER'S REPORT:**

A handwritten signature in blue ink, appearing to read "FRANK K. ROLLASON", is positioned above a horizontal line.

Frank K. Rollason, Village Manager





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**NORTH BAY VILLAGE  
RECOMMENDATION MEMORANDUM**

**DATE:** June 6, 2017

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

**RECOMMENDED BY MANAGER:** Frank K. Rollason, Village Manager

**PRESENTED BY:** Frank K. Rollason, Village Manager

**SUBJECT:** Resolution Accepting TMDL Grant from Florida Department of Environmental Protection - \$150,000

**RECOMMENDATION REQUEST:**

It is requested that the Village Commission approve the attached Resolution accepting a TMDL Water Quality Restoration Grant Award from the Florida Department of Environmental Protection in the amount of \$150,000 and entering into the related DEP Agreement No. NS020; allocating \$150,000 from the Stormwater Fund Unreserved Net Position for the match requirement; and authorizing the Village Manager to execute the grant documents.

**BACKGROUND AND ANALYSIS:**

**Funding Source:** Florida Department of Environmental Protection  
**Program Title:** TMDL Water Quality Improvement Grant (TMDL)  
**Village Project:** North Bay Village Outfall Improvement Project  
**Amount Awarded:** \$150,000  
**Match Required:** \$150,000

On November 1, 2016, North Bay Village requested TMDL grant funding in the amount of \$150,000 to support the Village's Outfall Improvement Project. Funding from the Department of Environmental Protection TMDL Grant Program will allow the Village to implement best management practices that will improve the stormwater system and reduce pollutant load to Biscayne Bay, a verified impaired water body. The Village will repair/refurbish or replace the catch basins at outfalls in North Bay Village.



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**MEMORANDUM**

**North Bay Village**

**DATE:** June 7, 2017

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

**FROM:** Frank K. Rollason  
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, ACCEPTING A TMDL WATER QUALITY RESTORATION GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION IN THE AMOUNT OF \$150,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT DOCUMENTS, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:ypb

Mayor  
**Connie Leon-Kreps**

Vice Mayor  
**Eddie Lim**

Commissioner  
**Jose R. Alvarez**

Commissioner  
**Dr. Douglas N. Hornsby**

Commissioner  
**Andreana Jackson**

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A TMDL WATER QUALITY RESTORATION GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION IN THE AMOUNT OF \$150,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT DOCUMENTS, AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, the TMDL Water Quality Restoration Grant (TMDL) provides funding to local governments and Water Management Districts for the implementation of best management practices, such as regional stormwater treatment facilities designed to reduce pollutant loads to impaired waters from urban stormwater discharges; and

**WHEREAS**, the Florida Department of Environmental Protection has awarded \$150,000 in TMDL funding to the Village to support the North Bay Village Outfall Improvement Project; and

**WHEREAS**, the funding will be used to implement best management practices designed to improve the Village's stormwater drainage system and reduce pollutant loads to Biscayne Bay; and

**WHEREAS**, the Village desires to allocate a 50% match in the amount of \$150,000 to supplement the North Bay Village Outfall Improvement Project; and

**WHEREAS**, the Village finds that this resolution will promote the health, safety and welfare of the Village's Residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COMMISSIONERS 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. Grant Accepted.** The acceptance of the award of a TMDL Water Quality Restoration Grant in the amount of \$150,000 is hereby approved in substantially the form found in Exhibit "A": DEP Agreement No NS020.

**Section 3. Village Manager Authorized.** The Village Manager is authorized to execute the contract documents accepting funding in the amount of \$150,000, and to allocate matching funding in the amount of \$150,000 from the Stormwater Fund Unreserved Net Position.

**Section 4. 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:

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Vice Mayor Eddie Lim \_\_\_\_\_  
Commissioner Jose R. Alvarez \_\_\_\_\_  
Commissioner Dr. Douglas N. Hornsby \_\_\_\_\_  
Commissioner Andrea Jackson \_\_\_\_\_

**PASSED AND ADOPTED** this \_\_\_\_ day of June 2017.

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

**ATTEST:**

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

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

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

North Bay Village/Resolution Accepting TMDL Grant (Water Quality Restoration Grant)

## DEP AGREEMENT NO. NS020

**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**DIVISION OF WATER RESTORATION ASSISTANCE**  
**GRANT AGREEMENT**  
**PURSUANT TO LINE ITEM 1641 OF THE FY15-16 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF NORTH BAY VILLAGE, whose address is 1666 Kennedy Causeway, 3<sup>rd</sup> Floor, North Bay Village, Florida 33141 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the North Bay Village Outfall Improvement Project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

**1. TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

**2. PERIOD OF AGREEMENT:**

This Agreement shall begin upon execution by both parties and shall remain in effect until June 30, 2021, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. The Grantee may claim allowable project expenditures made on or after July 1, 2016 for purposes of meeting its match requirement identified in paragraph 3. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

**3. FUNDING/CONSIDERATION/INVOICING:**

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost-reimbursement basis up to a maximum of \$150,000 towards the total estimated Project cost of \$300,000. The parties hereto understand and agree that this Agreement requires at least a fifty percent (50%) match of the total Project cost on the part of the Grantee. Therefore, the Grantee is responsible for providing \$150,000 through cash or third party in-kind contribution towards the work funded under this Agreement. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee. The Grantee will report those additional expenditures to the Department in the Final Report as required under the Final Report task in **Attachment A**. If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a fifty percent (50%) match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.

- i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in **Attachment A**, are less than ten percent (10%) of the total budget as last approved by the Department. Grantee match funds may be transferred between approved budget categories with a Change Order and are not subject to the ten percent (10%) cumulative transfer limit. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
  - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements, other than budget category transfers referenced in Paragraph 3.B.i. above; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in **Attachment A**, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:
  - i. Contractual Services (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Additionally, the Grantee may document these expenditures for meeting its match requirements. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
  - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
  - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- F.
- i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
  - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

6. **RETAINAGE:**

- A. Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement to a maximum of 10%. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- B. Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in **Attachment A, Grant Work Plan**. Department shall provide written notification to Grantee of identified deficiencies and Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in Department's notice will result in forfeiture of retainage by Grantee.
- C. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire **Attachment A, Grant Work Plan**. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- D. No retainage shall be released or paid for uncompleted work while this Agreement is suspended.
- E. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held, in accordance with paragraph 3 above.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this



Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee

shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

**10. RECORD KEEPING/AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

**11. SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fdfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

**12. SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed

subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

**13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
  - i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
  - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

**14. LOBBYING PROHIBITION:**

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

**15. COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

**16. NOTICE:**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when

receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

17. **CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below:

Michael Barr, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3570	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-2947
E-mail Address:	Michael.Barr@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Raymond Rammo, or Successor	
North Bay Village	
1666 Kennedy Causeway, Suite 300	
North Bay Village, Florida 33141	
Telephone No.:	(305) 756-7171
E-mail Address:	rrammo@nbvillage.com

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. **INSURANCE:**

A. **Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- i. **Commercial General Liability Insurance**  
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.
- ii. **Workers' Compensation and Employer's Liability Coverage**  
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.
- iii. **Commercial Automobile Insurance**  
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The

Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage

iv. Other Insurance.

Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.

- B. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described above. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- C. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department, its employees, and officers do not need to be listed as additional insureds.
- D. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- E. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

19. **CONFLICT OF INTEREST:**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. **EQUIPMENT:**

Reimbursement for direct or indirect equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

21. **UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

**22. QUALITY ASSURANCE REQUIREMENTS:**

If the Grantee's project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment G, Quality Assurance Requirements for Contracts and Grants**.

**23. DISCRIMINATION:**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**24. LAND ACQUISITION:**

Land acquisition is not authorized under the terms of this Agreement.

**25. PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**26. PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in

Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.

- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
  - ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with 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, Florida Statutes, or as otherwise provided by law.
  - iii. Grantee shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
  - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

- D. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection**

**ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, Mail Slot 49  
Tallahassee, FL 32399**

**27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**28. EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**29. SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

**30. ENTIRE AGREEMENT:**

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF NORTH BAY VILLAGE

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
\*Signature of Person Authorized to Sign

By: \_\_\_\_\_  
Secretary or designee

\_\_\_\_\_  
Print Name and Title of Authorized Person

\_\_\_\_\_  
Print Name and Title of Authorized Person

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

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

\_\_\_\_\_  
Michael Barr, DEP Grant Manager

\_\_\_\_\_  
QC Review by:

FEID No.: 59-6000388

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (6 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (8 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u><i>Attachment Intentionally Excluded</i></u>
<u>Attachment</u>	<u>G</u>	<u>Quality Assurance Requirements (6 Pages)</u>

## **ATTACHMENT A GRANT WORK PLAN**

**PROJECT TITLE:** North Bay Village Outfall Improvement Project

**PROJECT LOCATION:** This project will be located in the City of North Bay Village in Miami-Dade County, Florida.

**PROJECT BACKGROUND:** North Bay Village consists of three islands (North Bay Island, Treasure Island, and Harbor Island) surrounded by Biscayne Bay. The Village's stormwater system is plagued with deteriorating pipes due to saltwater intrusion and sediment. The Village has completed Phase I of a retrofit process, which included restoring the stormwater system by replacing and elevating control panels, installing new injection wells, and replacing pipes that had reached the "end of life".

**PROJECT DESCRIPTION:** The Grantee will repair/refurbish or replace catch basins in North Bay Village. This project will improve the stormwater system and reduce pollutant loads to Biscayne Bay.

### **TASKS and DELIVERABLES:**

#### **Task 1: Design and Permitting**

**Task Description:** The Grantee will complete the design of the North Bay Village Outfall Improvement Project and obtain all necessary permits for construction of the project.

**Deliverables:** An electronic copy of the final design, including professional certification as applicable, and a list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation and/or a paper copy of the final design.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

#### **Task 2: Bidding and Contractor Selection**

**Task Description:** The Grantee will subcontract the construction of the North Bay Village Outfall Improvement Project with a qualified and licensed contractor, selected through the Grantee's procurement process. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Included in this task are pre-bid meeting(s) in response to bid questions.

**Deliverables:** Completed bidding and contractor selection as evidenced by: 1) Electronic copy of public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents; 3) electronic copy of bid package; 4) written notice of selected contractor; and 5) electronic copy of executed subcontract(s) provided prior to submitting any invoices for the subcontracted work.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

#### **Task 3: Construction**

**Task Description:** The Grantee will construct the repair/refurbishment or replacement of catch basins in accordance with the final design(s) and required permits.

**Deliverable 3a:** Construction completed to date as described in this task, as evidenced by these interim deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, and 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted prior to each payment request and may be submitted no more frequently than monthly.

**Performance Standard:** The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each interim deliverables submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that submittal period under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

**Deliverable 3b:** Repair/refurbishment or replacement of catch basins constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

**Performance Standard:** The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

#### **Task 4: Quality Assurance Project Plan**

**Task Description:** The Grantee will prepare, submit, and receive approval on a Quality Assurance Project Plan (QAPP) prior to commencement of any monitoring associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager, if applicable.

**Deliverable 4a:** Draft QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

**Performance Standard:** The Department's Grant Manager will ensure review of the draft QAPP for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure project effectiveness, and provide comments to the Grantee as needed prior to Final QAPP submittal.

**Deliverable 4b:** Final Department-approved QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP to the Department's Grant Manager.

**Performance Standard:** The Department's Grant manager will review the Final QAPP to ensure that draft comments have been taken into consideration and the Final QAPP is in compliance with this Agreement, the quality assurance requirements and there is sufficient monitoring to measure project effectiveness.

**Task 5: Monitoring**

**Task Description:** The Grantee will conduct monitoring in accordance with the Department-approved QAPP for this project (see Task 4).

**Deliverables:** Summary of completed monitoring activities (dates completed, sampling conducted and any not conducted and why), monitoring results along with interpretation of those results (as expected or not as expected) submitted electronically, along with the draft or final (when submitting final request) laboratory report and sampling logs (must also have field and weather data) to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.

**Performance Standard:** The Department's Grant Manager will review the monitoring results for completion and compliance with QAPP requirements.

**Task 6: Public Education**

**Task Description:** The Grantee will provide public education information about the project and its environmental benefits in the following formats: 1) At least one Public Involvement Workshop; and 2) Educational stormwater stencil(s) painted at key location(s) to remind residents to protect Biscayne Bay.

**Deliverable 6a:** 1) Draft materials for Public Involvement Workshop(s) submitted to the Department's Grant Manager for review and approval prior to when presentation and/or meetings are held; and 2) copy of draft stencil text and graphics submitted to the Department's Grant Manager for review and approval prior to final distribution. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.

**Performance Standard:** The Department's Grant Manager must approve draft materials prior to public distribution. The Department's Grant Manager will review the draft deliverables and provide comments to the Grantee as needed.

**Deliverable 6b:** 1) Copy of meeting or workshop notices, agenda(s), meeting minutes or notes, and sign-in sheets; and 2) Dated photograph(s) of painted stencil(s) as approved. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.

**Performance Standard:** The Department's Grant manager will review the final deliverables to ensure the draft comments have been taken into consideration.

**Task 7: Final Report**

**Task Description:** The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan(s), etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a Best Management Practice (BMP) approach did or did not exceed the expected removal efficiency).
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.

**Deliverable 7a:** An electronic copy of the draft Final Report in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.

**Performance Standard:** The Department's Grant Manager will review the submitted draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation into the Final Report.

**Deliverable 7b:** An electronic copy of the Final Report, with all suggested changes taken into consideration, in Word or PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

**Performance Standard:** The Department's Grant manager will review the Final Report to ensure that draft comments have been taken into consideration and the Final Report is in compliance with this Agreement.

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**PROJECT TIMELINE:** The tasks must be completed and all deliverables received by the corresponding task end date.

<b>Task/ Deliverable No.</b>	<b>Task or Deliverable Title</b>	<b>Task Start Date</b>	<b>Task End Date</b>
1	Design and Permitting	7/1/2016	3/30/2018
2	Bidding and Contractor Selection	7/1/2016	7/30/2018
3	Construction	Upon Execution	5/30/2019
4	Quality Assurance Project Plan	Upon Execution	3/30/2019
4a	Draft QAPP	Upon Execution	1/15/2019
4b	Final QAPP	Upon Execution	3/30/2019
5	Monitoring	4/1/2019	5/30/2020
6	Public Education	Upon Execution	7/30/2019
6a	Draft Deliverables	Upon Execution	5/30/2019
6b	Final Deliverables	Upon Execution	7/30/2019
7	Final Report	Upon Execution	9/30/2020
7a	Draft Final Report	Upon Execution	6/30/2020
7b	Final Report	Upon Execution	9/30/2020

**BUDGET DETAIL BY TASK:**

<b>Task No.</b>	<b>Budget Category</b>	<b>Budget Amount</b>	<b>Match Amount</b>
1	Contractual Services	\$0	\$45,000
	<b>Total for Task:</b>	<b>\$0</b>	<b>\$45,000</b>
2	Contractual Services	\$0	\$5,000
	<b>Total for Task:</b>	<b>\$0</b>	<b>\$5,000</b>
3	Contractual Services	\$150,000	\$100,000
	<b>Total for Task:</b>	<b>\$150,000</b>	<b>\$100,000</b>
4	No Grant Funds or Required Grantee Match Funds Associated with this Task.		
5	No Grant Funds or Required Grantee Match Funds Associated with this Task.		
6	No Grant Funds or Required Grantee Match Funds Associated with this Task.		
7	No Grant Funds or Required Grantee Match Funds Associated with this Task.		
<b>Percentage Match</b>		<b>50%</b>	<b>50%</b>

**PROJECT BUDGET SUMMARY:** Cost reimbursable grant funding must not exceed the category totals for the project as indicated below. Match funding shall be provided in the categories indicated below.

<b>Category Totals</b>	<b>Grant Funding, Not to Exceed, \$</b>	<b>Match Funding, \$</b>
Contractual Services Total	\$150,000	\$150,000
<b>Totals:</b>	<b>\$150,000</b>	<b>\$150,000</b>
<b>Percentage Match:</b>	<b>50%</b>	<b>50%</b>

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**ATTACHMENT B  
PAYMENT REQUEST SUMMARY FORM**

Payment Request No. \_\_\_\_\_ DEP Agreement No. \_\_\_\_\_ Date \_\_\_\_\_

Performance Period (Start date - End date): \_\_\_\_\_

Deliverables completed to support payment request (attach additional pages as needed):

Task/Deliverable Number(s): _____	Task Budget Amount: \$ _____ -
--------------------------------------	-----------------------------------

Grantee:  
(Name & Mailing Address)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grantee Contact:  
(Name & Phone)  
\_\_\_\_\_  
\_\_\_\_\_

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -	\$ -
Contractual (Subcontractors)	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Direct Purchases)	\$ -	\$ -	\$ -	\$ -
Rental/Lease of Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous/Other Expenses	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -
<b>TOTAL AMOUNT</b>	\$	\$	\$	\$
<b>TOTAL BUDGET (ALL TASKS)</b>	\$		\$	
<b>Less Total Cumulative Payment Requests of:</b>	\$		\$	
<b>TOTAL REMAINING (ALL TASKS)</b>	\$		\$	

**GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.



### Grantee's Certification of Payment Request

I, \_\_\_\_\_, on behalf of  
(Print name of Grantee's Grant Manager designated in the Agreement)

\_\_\_\_\_, do hereby certify for  
(Print name of Grantee)

DEP Agreement No. \_\_\_\_\_ and Payment Request No. \_\_\_\_\_ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

*Check all that apply:*

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

_____ Grantee's Grant Manager's Signature	_____ Grantee's Fiscal Agent Signature
_____ Print Name	_____ Print Name
_____ Telephone Number	_____ Telephone Number

## INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

**PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number.

**DEP AGREEMENT NO.:** This is the number on your grant agreement.

**DATE:** This is the date that you are submitting the payment request.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

**TASK/DELIVERABLE NO.:** Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

**TASK BUDGET AMOUNT:** List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Deliverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

**GRANTEE:** Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

**GRANTEE CONTACT:** List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

### GRANT EXPENDITURES SUMMARY SECTION:

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

**"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN:** Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

**"MATCHING FUNDS" COLUMN:** Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST.*" The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

**GRANTEE'S CERTIFICATION:** Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

**Documentation for match claims must meet the same requirements as those expenditures for reimbursement.**

**INVOICE SUMMARY INFORMATION**

Contract #:  
 Grantee:  
 Payment Request #:

Complete the table below. Use the drop down lists to add categories. Enter one Task number per row and one Category per column.

Select only the categories that are in the contract task budget.

Also complete the *Contractual Detail* spreadsheet if the contractual category is funded in the Agreement/Task.

Also, complete the *Equip-Supplies-Expense* spreadsheet if the contractual category is funded in the Agreement/Task.

Also complete the *Salary/Fringe Detail* spreadsheet if the salary and fringe categories are funded in the Agreement/Task.

\*Include the match amount if match is required in the Agreement and is included in the invoice.

Formulas are included in some of the spreadsheet cells, denoted with "\$ - " .

Task/ Deliverable #	Performance Period - Date Range	Provide Reimbursement Request Amounts by Category					Provide Amounts to Credit Towards Match by Category*					Comments
		Select one budget category per column using the drop down lists					Select one budget category per column using the drop down lists					
		Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Reimbursement Request:</b>		\$ -										
<b>Total Amount to Credit to Match:</b>		\$ -										

**CONTRACTUAL DETAIL**

Complete one table per Task containing Contractual Reimbursement Requests  
 Add rows as needed for each table. Add tables as needed, if more than two tasks are in the invoice.  
 Enter the contractual sum for each task into the Invoice Summary spreadsheet.  
 \*Include the match amount if match is required in the Agreement and is included in the invoice

**Task/Deliverable #:**

Performance Period - Date Range	Sub-contractor Name	Subcontractor Invoice Number	Sub-contractor Invoice Date	Check Number	Check Amount	Amount requested for reimbursement	Amount to credit towards Match*	Comments
<b>Contractual Total for Task #__ :</b>						\$ -	\$ -	

**Task/Deliverable #:**

Performance Period - Date Range	Sub-contractor Name	Subcontractor Invoice Number	Sub-contractor Invoice Date	Check Number	Check Amount	Amount requested for reimbursement	Amount to credit towards Match*	Comments
<b>Contractual Total for Task #__ :</b>						\$ -	\$ -	

**EQUIPMENT AND SUPPLY/EXPENSE DETAIL**

Complete one table for each task containing Equipment and Supply/Expense Reimbursement Request:  
 Add rows as needed for each table. Add tables as needed, if more than two tasks are in the invoice  
 Enter the Equipment and Supplies/Expense sums for each task into the Invoice Summary spreadsheet  
 \*Include the match amount if match is required in the Agreement and is included in the invoice

Task/Deliverable #:						Supplies/Expense	Equipment	Supplies/Expense	Equipment	Comments
Performance Period - Date Range	Vendor Name	Invoice/Receipt Number	Invoice/Receipt Date	Check Number	Check Amount	Amount requested for reimbursement	Amount Requested for Reimbursement	Amount to credit towards Match*	Amount to credit towards Match*	
<b>Supplies/Expense Totals for Task # _____ :</b>						\$ -	\$ -	\$ -	\$ -	

Task/Deliverable #:						Supplies/Expense	Equipment	Supplies/Expense	Equipment	Comments
Performance Period - Date Range	Vendor Name	Invoice/Receipt Number	Invoice/Receipt Date	Check Number	Check Amount	Amount requested for reimbursement	Amount Requested for Reimbursement	Amount to credit towards Match*	Amount to credit towards Match*	
<b>Supplies/Expense Totals for Task # _____ :</b>						\$ -	\$ -	\$ -	\$ -	

**SALARY AND FRINGE DETAIL**

Complete one table for each task containing Salary and Fringe Reimbursement Requests  
 Add rows as needed for each table. Add tables as needed, if more than two tasks are in the invoice.  
 Enter the Salary and Fringe sums for each task into the Invoice Summary spreadsheet.  
 \*Include the match amount if match is required in the Agreement and is included in the invoice.

Task/Deliverable #:

Position Title	Employee Name	Performance Period - Date Range	Hourly Wage	Fringe Rate (%)	No. Hours Worked for reimbursement	Salary Amount per employee for reimbursement	Fringe Amount per employee for reimbursement	No. hours worked for match	Salary to credit towards Match*	Fringe to credit towards Match*
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
<b>Salaries/Fringe Totals for Task # _____:</b>						\$ -	\$ -		\$ -	\$ -

Task/Deliverable #:

Position Title	Employee Name	Performance Period - Date Range	Hourly Wage	Fringe Rate (%)	No. Hours Worked for reimbursement	Salary Amount per employee for reimbursement	Fringe Amount per employee for reimbursement	No. hours worked for match	Salary to credit towards Match*	Fringe to credit towards Match*
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
<b>Salaries/Fringe Totals for Task # _____:</b>						\$ -	\$ -		\$ -	\$ -

## Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.  
**Requested Amount:** Subtract Grantee's Local Share or Other Funding or Amount Not Requested **(2)** from Invoice Amount **(1)**.
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under **(2)**.
- 4

### Submittal Instructions

#### Instructions for E-mailing:

The program now accepts reimbursement requests electronically. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail.

#### **Remit Payment Request by E-mail to the Department's Grant Manager**

**Be sure the E-mail payment request includes the following:**

Subject: Project Number\_Disbursement Number: example – LP14025\_Disb\_I

*Attachments:*

- 1) Attachment B Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

**For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact the Department's Grant Manager.**

## ATTACHMENT C

### Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)



**ATTACHMENT D**

**PROGRESS REPORT FORM**

<b>DEP Agreement No.:</b>			
<b>Grantee Name:</b>			
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><b><u>The following format should be followed:</u></b> <b>Task 1:</b> <b>Progress for this reporting period:</b> <b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. NS020 and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date

## ATTACHMENT E

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART 1 of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1641	2015-2016	37 039	Statewide Surface Water and Wastewater Projects	\$150,000	140076

<b>Total Award</b>					<b>\$150,000</b>	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**ATTACHMENT G**  
**Department of Environmental Protection**  
**Quality Assurance Requirements for Contracts and Grants**

1. **GENERAL REQUIREMENTS AND DEFINITIONS**

- a. As applicable to the scope of services described in the contract work plan or other statement of work for this contract, the sampling, field testing and laboratory analyses performed under this contract shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
- b. Hereinafter, "DEP" or "Department" refers to the Florida Department of Environmental Protection.
- c. "Sample" and "sampling" refers to samples that shall be either collected or analyzed under the terms of this contract.

2. **REQUIREMENTS FOR LABORATORIES**

- a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this contract. Laboratory certification requirements are described in rule 62-160.300, F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to 62-160.300(5)(c), F.A.C.
- b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the contract, as determined by the Department according to 62-160.300(1)(c), F.A.C.
- c. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of contract execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the contract by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC 2003 Quality Systems standards, as adopted) upon contract execution.
- d. Laboratories shall maintain certification as specified in item 2.a above during the life of the contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The contractor shall notify the DEP contract manager in writing before any change to a sub-contracted laboratory is made.
- e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required contract QA plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the contract.
- f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the 2003 NELAC Quality Systems standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the contract shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the contract QA plan (section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to 62-160.330(3), F.A.C., if

applicable. If requested by the Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.

- g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the contract QA plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the contract.
- h. Additional laboratory quality control expectations:
  - (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable contract data quality objectives.
  - (ii) All laboratory testing procedures shall follow the analytical methods as approved in the contract QA plan (see Section 6).
  - (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Attachment.
  - (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the contract QA plan.

### **3. FIELD ACTIVITIES**

- a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, March 1, 2014). The specific standard operating procedures (SOPs) to be used for this contract shall be cited in the contract QA plan (see Section 6).
- b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP FQ 1000 (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this contract according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP FS 2100 (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the contract QA plan (section 6 below).
  - (i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the contractor shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP contract manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this contract.
  - (ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The "G" data qualifier code shall be reported with the sample result for any blank concentration exceeding the above "10%" criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

### **4. REPORTING, DOCUMENTATION AND RECORDS RETENTION**

- a. All laboratory and field records described or listed in Rules 62-160.240 and 62-160.340, F.A.C. shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the contract. Longer retention times as specified in the contract shall supersede.
- b. All field and laboratory data and supporting information shall be reported for this contract according to applicable requirements in 62-160.340(3) through 62-160.340(8), F.A.C.



- c. Any other documentation and reports associated with work performed for this contract shall be likewise retained and shall include relevant information for the procedures described in sections 2 and 3, above.
- d. Any documentation or reports specifically identified in this contract as deliverable work products shall be retained as in 4.a., above.
- e. All field and laboratory records that are associated with work performed under this contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- f. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the contract, and/or as described in the approved contract QA plan (section 6). Also see subsection k., below.
- g. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements (NELAC 2003, section 5.5.10).
- h. Upon request by the Department contract manager or as required by the contract, copies of the original laboratory reports shall be submitted to the contract manager.
- i. In addition to any reports of sample results provided per contract deliverable requirements and subsections b., e., f. and g., above, the contractor shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (section 4) upon request by DEP, including any of the following:
  - ▶ Laboratory sample identification (ID) and associated Field ID
  - ▶ Analytical/test method
  - ▶ Parameter/analyte name
  - ▶ Analytical result (including dilution factor)
  - ▶ Result unit
  - ▶ Applicable DEP Data Qualifier Codes per Table 1 of Chapter 62-160, F.A.C.
  - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
  - ▶ Date and time of sample preparation (if applicable)
  - ▶ Date and time of sample analysis
  - ▶ Results of laboratory verification of field preservation of received samples
  - ▶ Sample matrix
  - ▶ DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this contract)
  - ▶ MDL, Limit of Detection (LOD) or other defined limit of detection
  - ▶ PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
  - ▶ Field and laboratory QC blank results:
    - Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)
    - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)
  - ▶ Results for field duplicates (or replicates)
  - ▶ Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
    - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
    - Results of surrogate spike analyses
    - Results of laboratory control samples (LCS)
    - Results of calibration verifications
    - Acceptance criteria used to evaluate each reported quality control measure

- j. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.
- k. In addition to any field information provided per contract deliverable requirements, and subsections b., e., f. and g., above, the contractor shall submit any of the field information and/or records associated with the contracted samples as described in this section (section 4) upon request by DEP, including any of the following:
  - ▶ Site name and location information
  - ▶ Field ID for each sample container and the associated analytes (test methods) for which the container was collected
  - ▶ Date and time of sample collection
  - ▶ Sample collection depth, if applicable
  - ▶ Sample collection method identified by the DEP SOP number, where applicable
  - ▶ If performed, indicate samples that were filtered
  - ▶ Field test measurement results:
    - DEP SOP number (FT-series), where applicable
    - Parameter name
    - Result
    - Result unit
    - Applicable Data Qualifier Codes per Table 1 of Chapter 62-160, F.A.C.
  - ▶ Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).
- l. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the contract, and/or as described in the approved contract QA plan (section 6). Required formats are specified in **Attachment A, Grant Work Plan**.

5. **AUDITS**

- a. AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at contractor (or subcontractor) facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per section 4, above shall be provided by the contractor. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the contract, do not meet the data quality objectives specified by the contract, do not meet other applicable Department criteria described in the contract, its attachments, the QA Plan (see section 6, below) or these QA Requirements, do not applicable meet data validation criteria outlined in Rule 62-160.670, F.A.C.; or, are not otherwise suitable for the intended use of the data (however applicable), the DEP contract manager shall pursue remedies available to the Department, including those outlined in section 8, below.
- b. PLANNING REVIEW AUDITS –
  - (i) Initial: Prior to the completion of the sampling and analysis events and after the second completed sampling and analysis event but no later than fourth, or as described in **Attachment A**, the contractor and all subcontractors shall review the contract QA plan (see Section 6 below) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. Within one month of the review, a summary of the review, including any corrective action plans or amendments to the contract QA plan, shall be sent to the DEP contract manager, and a copy of all submitted documents shall be maintained with the permanent project records.

- (ii) Ongoing: Planning reviews as described in subsection (i) above shall occur annually thereafter for the remainder of the contract, if applicable to the duration of the contract.
- c. **QUALITY SYSTEMS AUDITS** – The contractor and all subcontractors shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each contracted and sub-contracted entity. The results of these audits shall be documented in the contractor's and subcontractors' records. Copies of the above audit reports or results shall be provided to the DEP contract manager upon request. Copies of audit records for internal audits conducted per DEP SOP FA 1000 (subpart FA 4200) or NELAC Quality Systems requirements (NELAC 2003, section 5.4.13) shall be similarly provided.
- d. **STATEMENTS OF USABILITY** – As a part of the audit process and the final report, the contractor shall provide statements about data usability as necessary to address the topics in subsections (i) – (iii) below, relative to the contract data quality objectives and any data quality indicators that may be specified in the contract, its attachments, the QA Plan (see section 9, below), or these QA Requirements.
  - (i) All applicable data quality acceptance and usability criteria for the contract, as specified in the procedures, test methods, QA plan, Quality Manual(s), other contract attachments, or these QA Requirements shall be met.
  - (ii) All quality control measures shall be evaluated according to the acceptance criteria listed in the applicable procedures, test methods, QA plan, Quality Manual(s), other contract attachments or these QA Requirements.
  - (iii) All sample results shall be evaluated according to all applicable usability criteria specified in the procedures, test methods, QA plan, Quality Manual(s), other contract attachments, or these QA Requirements.

6. **QA PLAN**

- a. The contractor shall submit the contract QA plan identified in **Attachment A** to the DEP contract manager in accordance with the schedule set forth in **Attachment A** and *prior to the commencement of field and laboratory activities*. Failure to submit the QA plan in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved (or conditionally approved) by the DEP contract manager.
- b. The contractor may submit a version of the QA plan to the Department for approval no more than three times. If the contractor fails to obtain approval for the QA Plan after the third (final) submission to the Department, the DEP contract manager may suspend or terminate the contract.
- c. The DEP contract agreement number shall appear on the title page of the submitted QA plan. Within 45 days or as specified in **Attachment A**, of receipt of the QA plan by the Department, the Department shall review and either approve the QA plan or provide comments to the contractor as to why the QA plan is not approved. If further revisions are needed, the contractor shall then have 15 days or as specified in **Attachment A**, from the receipt of review comments to respond. The Department shall respond to all revisions to the QA plan within 30 days, or as specified in **Attachment A** of receipt of any revisions.
- d. If the review of the QA plan by the Department is delayed beyond sixty (60) days after the QA plan is received by the Department, through no fault of the contractor, the contractor shall have the option, after the QA plan is approved, of requesting and receiving an extension in the term of the contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the contract.
- e. Work may not begin for specific contract tasks until approval has been received by the contractor from the DEP contract manager. Sampling and analysis for the contract may not begin until the contract QA plan has been approved (or conditionally approved).

- f. Once approved, the contractor and subcontractor(s) shall follow the procedures and methods described in the contract QA plan and any other relevant quality assurance documents, including, but not limited to :
    - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
    - ▶ Using only the protocols approved in the QA plan; and
    - ▶ Using only the equipment approved in the QA plan.
  - g. If any significant changes in sampling project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, changes in subcontractor organizations or changes in key personnel occur, the contractor shall submit appropriate revisions of the QA Plan to the DEP contract manager for review. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP contract manager. If the contractor fails to submit the required revisions, the DEP contract manager may suspend or terminate the contract. QA plan revisions or amendments shall be provided as one or more of the following, as described in **Attachment A**:
    - (i) Provided in a new contract QA plan;
    - (ii) Provided as amended sections of the current contract QA plan;
    - (iii) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the approved contract QA plan by reference or other linkage.
7. **DELIVERABLES**
- a. The following lists the expected deliverables that are associated with the quality assurance requirements of this contract:
    - (i) Reports of planning review audits as specified in item 5.b. above.
    - (ii) Statements of usability as specified in item 5.d. above.
    - (iii) Contract QA plan, per Section 6, above.
8. **CONSEQUENCES**
- a. Failure to comply with any requirement of this attachment (and any included addenda) may result in:
    - (i) Immediate termination of the contract.
    - (ii) Withheld payment for the affected activities.
    - (iii) Contract suspension until the requirement(s) has been met.
    - (iv) A request to refund already disbursed payments.
    - (v) A request to redo work affected by the non-compliant activity.
    - (vi) Other remedies available to the Department.



**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

**9B**

**NORTH BAY VILLAGE  
RECOMMENDATION MEMORANDUM**

**DATE:** May 30, 2017

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

**RECOMMENDED BY STAFF:** Village Manager Frank K. Rollason

**PRESENTED BY STAFF:** Village Manager Frank K. Rollason

**SUBJECT:** Approval of State Revolving Loan Fund Agreement to borrow an additional \$4,380,556 for the Water Main Rehabilitation Project DW130400

**RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution authorizing the proper Village Officials to execute the Agreement with the Florida Department of Environmental Protection for Project DW130400.

**BACKGROUND:**

Kimley-Horn & Associates, Inc., the Village Professional Engineer, prepared an inventory of the existing water mains in 2013. The Village Commission approved applying to the Florida Department of Environmental Protection (FDEP) to prepare a Facilities Plan (PLAN) to detail the Village's needs and estimated rehabilitation costs. FDEP approved an initial loan of \$240,000 for the PLAN. The PLAN was completed and this has qualified the Village for an additional \$\$4,380,556 to implement the identified repairs and replacements of the Village's water mains.

FDEP has approved the first amendment to the loan to provide an additional \$4,380,556 at an interest rate of 1.34% for a 20 year loan. The total loan amount, including capitalized interest and other Loan costs is \$4,651,056. The first payment will be due 6 months from the final date of completion of the overall project. The current contract shows that the final date of completion is April 15, 2018. The first payment will be October 15, 2018. The Loan agreement also requires the Village to start escrowing the funds 6 months prior to the first payment due date, or April 15, 2018.

The Annual payment for this loan will be \$272,120. The Village will have to look at raising the water rates to cover this additional debt service. Based on the adopted FY 2017 budget it is estimated that the water rate may have to be increased by 15.38% to cover the debt service on the loan for Project DW130400.



**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)

**MEMORANDUM**  
**North Bay Village**

**DATE:** June 13, 2017

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

**FROM:** Frank K. Rollason  
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 AMENDMENT NO. 1 TO THE DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT, NO. DW130400, BETWEEN THE VILLAGE AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE WATER MAIN REHABILITATION PROGRAM PERTAINING TO THE PROJECT SCHEDULE AND LOAN REPAYMENT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AMENDMENT NO. 1 TO THE DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT, NO. DW130400, BETWEEN THE VILLAGE AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE WATER MAIN REHABILITATION PROGRAM PERTAINING TO THE PROJECT SCHEDULE AND LOAN REPAYMENT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON**

**WHEREAS**, the Village Commission initiated a capital improvement project for the Water Main Rehabilitation Program; and

**WHEREAS**, the Village Commission approved the Drinking Water State Revolving Fund Loan Agreement No. 130400 between the Village and the State of Florida, Department of Environmental Protection (the "DEP") to finance the Water Main Rehabilitation Project; and

**WHEREAS**, the original loan of \$240,000 was used to prepare the DEP required Facilities Plan, which detailed the Village's needs and estimated rehabilitation costs; and

**WHEREAS**, the Facilities Plan was completed by Kimley-Horn & Associates, Inc., the Village Professional Engineer, and the Village is now qualified for an additional loan of \$4,380,556 to make the repairs identified in the PLAN and replace the water mains.

**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 Amendment.** Amendment No. 1 to the Loan Agreement between North Bay Village and the State of Florida, Department of Environmental Protection ("Amendment No. 1") to borrow an additional \$4,380,556 to repair/and or replace the water mains, a copy of which is attached as Exhibit "1," is approved.



**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Amendment No. 1.

**Section 4. Execution of the Amendment.** The proper Village Officials are authorized to execute Amendment No. 1 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of Amendment No. 1, subject to the approval as to form and legality by the Village Attorney.

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

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this \_\_\_ day of June 2017.

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

**ATTEST:**

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

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

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

North Bay Village Resolution: State Revolving Loan Fund Agreement DW130400-Borrowing of \$4,380,556 for the Water Main Rehabilitation Program.

**DRINKING WATER STATE REVOLVING FUND  
AMENDMENT 1 TO LOAN AGREEMENT DW130400  
NORTH BAY VILLAGE**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and NORTH BAY VILLAGE, FLORIDA, (Project Sponsor) existing as a local governmental agency under the laws of the State of Florida.

The Department and the Project Sponsor entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW130400, authorizing a Loan amount of \$240,000, excluding Capitalized Interest; and

The Project Sponsor is entitled to additional financing for Construction Related Costs in the amount of \$4,380,556, excluding Capitalized Interest; and

An Interest rate must be established for the additional financing amount awarded in this amendment; and

A Loan Service Fee shall be paid by the Project Sponsor for the additional financing provided by this amendment; and

The Project costs, Loan repayment schedule, Project schedule, certain definitions, and other provisions of the Agreement need revision and several provisions need to be added to address financing of Construction Related Costs; and

Revised provisions for audit and monitoring are needed.

The Parties hereto agree as follows:

1. Subsection 1.01(15) of the Agreement is revised as follows:

(15) "Project" shall mean the works financed by this and future amendments consisting of furnishing all labor, materials, and equipment to construct the distribution project in accordance with the plans and specifications accepted by the Department for the "Water Main Rehabilitation Program" contract.

The Project is in agreement with the "North Bay Village Water Main Facilities Plan", dated November 14, 2016. A Florida Categorical Exclusion Notice was published on July 14, 2016 and no adverse comments were received.

2. Section 2.03 AUDIT AND MONITORING REQUIREMENTS is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Project Sponsor Pursuant to this Agreement Consist of the Following:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Drinking Water Revolving Loan TF	37.076	Drinking Water Facility Construction	\$4,620,556	140129

(2) Audits.

(a) In the event that the Project Sponsor expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Project Sponsor, the Project Sponsor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Project Sponsor shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Project Sponsor expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor in which the \$750,000 threshold has not been met. In the event that the Project Sponsor expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Project Sponsor's resources obtained from other than State entities).

(d) The Project Sponsor is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Project Sponsor should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa>

for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen>.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General  
3900 Commonwealth Boulevard, MS 40  
Tallahassee, Florida 32399-3123

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Project Sponsor directly to the Department at either of the following address:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General  
3900 Commonwealth Boulevard, MS 40  
Tallahassee, Florida 32399-3123

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

(a) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(b) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Project-Specific Audit.

Within 12 months after the amendment establishing final Project costs, the Project Sponsor shall submit to the Department a Project-specific audit report for the Loan related revenues and expenditures. The audit shall address Loan disbursements received, Project expenditures, and compliance with Loan Agreement covenants. The Project Sponsor shall cause the auditor to notify the Department immediately if anything comes to the auditor's attention during the examination of records that would constitute a default under the Loan Agreement. The audit findings shall set aside or question any costs that are unallowable under Chapter 62-552, Florida Administrative Code. A final determination of whether such costs are allowed shall be made by the Department.

(5) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

The Project Sponsor is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement.

The Project Sponsor should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

(6) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

3. Section 4.01 PROJECT CHANGES is revised to add the following:

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Project Sponsor shall submit all addenda and all change orders to the Department. All change orders require an eligibility determination by the Department. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4. The following three sections are added to the Agreement:

#### 4.03. PERMITS AND APPROVALS.

The Project Sponsor shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

#### 4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Project Sponsor to oversee construction.

#### 4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Project Sponsor is prohibited from selling, leasing, or disposing of any part of the Water or Sewer System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendments thereto, is in effect unless the written consent of the Department is first secured.

5. Section 4.08 DISBURSEMENTS is deleted and replaced as follows:

Under the provisions of 216.181, Florida Statutes, this Agreement allows for funds to be advanced to the Project Sponsor for allowable costs. Disbursements shall be made directly to the Project Sponsor only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures.

Requests by the Project Sponsor for disbursements of the preconstruction funds shall be made using the Department's disbursement request form. One-half of the administrative and planning allowances shall be disbursed on request of the Project Sponsor after the Loan Agreement is executed. The remaining one-half of the administrative and planning allowances and the initial one-half of the engineering allowance shall be disbursed on request of the Project Sponsor after the Department has completed the environmental review. The remaining one-half of the engineering allowance shall be disbursed on request of the Project Sponsor after the completed plans and specifications have been accepted by the Department. The following allowance amounts will be disbursed at the specified milestone events unless the allowances are reduced pursuant to Section 10.06:

Milestone Event	Amount
Loan Agreement executed	\$ 50,778
Department completion of environmental review (requires completion of facilities planning)	125,778
Department acceptance of plans and specifications	75,000
Total	\$ 251,556

Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work. Proof of payment will be required with the following disbursement request.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Project Sponsor is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

6. Section 4.09 is added to the Agreement as follows:

4.09. ADVANCE PAYMENT.

In accordance with Section 216.181(16)(b), Florida Statutes, the Department, upon written request from the Project Sponsor, the Advance Payment Justification Form and written approval from the State's Chief Financial Officer, if applicable, may provide an advance to the Project Sponsor. The Project Sponsor must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter, or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds that have not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Project Sponsor shall be notified, in writing, by the Department regarding the additional requirements. Prior to releasing any advanced funds, the Project Sponsor shall be required to provide a written acknowledgement to the Department of the Authority's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds. If advance payment is authorized, the Project Sponsor shall be responsible for submitting the information requested in the Interest Earned Memorandum to the Department quarterly.

7. The following three sections are added to the Agreement:

**8.10. AMERICAN IRON AND STEEL REQUIREMENT.**

The Project Sponsor's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Project Sponsor has obtained a waiver pertaining to the Project or the Department has advised the Project Sponsor that the requirement is not applicable to the Project.

**8.11. PUBLIC RECORDS ACCESS.**

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

**(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850) 245-2118, by email at [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us), or at the mailing address below:**



**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, MS 49  
Tallahassee, FL 32399**

**8.12. TERMINATION, FALSE CERTIFICATION, SCRUTINIZED COMPANIES,  
AND BOYCOTTING.**

The Project Sponsor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Project Sponsor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8. The following article is added to the Agreement:

**ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE**

**9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.**

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Assurance that the Project Sponsor and contractors are in compliance with Section 1606 with labor standards, including prevailing wage rates established for its locality by the U.S. Department of Labor under the Davis-Bacon Act for Project construction.
- (6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless

(a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

#### 9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit:

- (1) Contractor insurance certifications,
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.

#### 9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Water and Sewer Systems (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of Revenue Producing Facilities of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

9. Additional financing in the amount of \$4,380,556, excluding Capitalized Interest, is hereby awarded to the Project Sponsor.

10. An interest rate of 1.34 percent per annum is established for the additional financing amount awarded in this amendment. However, if this amendment is not executed by the Project Sponsor and returned to the Department before July 1, 2017, the interest rate may be adjusted.

11. The estimated principal amount of the Loan is hereby revised to \$4,651,056, which consists of \$4,620,556 authorized for disbursement to the Project Sponsor and \$30,500 of Capitalized Interest. This total consists of the following:

(a) \$247,300, including \$240,000 authorized for disbursement to the Project Sponsor and \$7,300 of Capitalized Interest, at an of interest rate of 1.96 percent per annum; and

(b) \$4,403,756, including \$4,380,556 authorized for disbursement to the Project Sponsor and \$23,200 of Capitalized Interest, at an of interest rate of 1.34 percent per annum.

12. An additional Loan Service Fee in the amount of \$87,611, for a total of \$92,411, is hereby assessed. The fee represents two percent of the Loan amount excluding, Capitalized

Interest amounts; that is, two percent of \$4,620,556. Estimated Loan Service Fee capitalized interest for the fee amount assessed to date is \$1,230.

13. Section 10.04 LOAN TERM is deleted in its entirety and replaced as follows:

The Loan shall be repaid in 40 Semiannual Loan Payments.

14. Section 10.05 REPAYMENT SCHEDULE is revised as follows:

The Semiannual Loan Payment amount shall be in the amount of \$136,060. Such payments shall be received by the Department beginning on October 15, 2018, and semiannually thereafter on April 15 and October 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied, after deduction of the Loan Service Fee is complete, toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$4,744,697, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

15. Section 10.06 PROJECT COSTS is revised as follows:

The Project Sponsor and the Department acknowledge that the actual cost of the Project has not been determined. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Project Sponsor's Project audit or a Department audit.

Funds disbursed in accordance with this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made first from the original Loan amount until that amount has been disbursed. The interest rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amounts. The interest rate established for any additional increment of Loan funds shall be used to determine the Capitalized Interest and repayment amounts associated with the funds disbursed from that increment.

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PROJECT COSTS

CATEGORY	COST(\$)
Administrative Allowance	23,556
Planning Allowance	78,000
Engineering Allowance	150,000
Construction and Demolition	3,926,000
Technical Services After Bid Opening	443,000
SUBTOTAL (Disbursable Amount)	4,620,556
Capitalized Interest	30,500
TOTAL (Loan Principal Amount)	4,651,056

Additional Financial Assistance has been authorized for the administrative and engineering allowances in accordance with the program rule. Rule 62-552.420(4)(b), Florida Administrative Code, prohibits additional Financial Assistance for the planning allowance.

16. Section 10.07 SCHEDULE is amended as follows:

(5) Invoices submitted for work performed on or after September 24, 2014 shall be eligible for reimbursement.

(6) Completion of Project construction is scheduled for April 15, 2018.

(7) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than April 15, 2018.

(8) The initial annual certification required under Subsection 2.01(12) of the Agreement shall be due July 15, 2018. Thereafter the certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.

(9) The first Semiannual Loan Payment in the amount of \$136,060 shall be due October 15, 2018.

17. All other terms and provisions of the Loan Agreement shall remain in effect

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This Amendment 1 to Loan Agreement DW130400 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for  
**NORTH BAY VILLAGE**

\_\_\_\_\_  
Mayor

Attest:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Village Attorney

SEAL

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date

**RESOLUTION NO. 2015-56**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE FACILITIES PLAN INCLUDING THE BUSINESS PLAN DEVELOPED BY KIMLEY-HORN AND ASSOCIATES, INC. FOR THE VILLAGE WATER MAIN REHABILITATION PROGRAM AS PART OF THE STATE FUNDING REQUIREMENTS; RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING LOAN FUND PROGRAM; PROVIDING FOR THE IMPLEMENTATION OF THE WATER MAIN REHABILITATION PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, Florida Statutes provides for loans to local government agencies to finance the Water Main Rehabilitation Program; and

**WHEREAS**, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

**WHEREAS**, the State requires the Village to submit a Facilities Plan including the Business Plan describing the existing conditions, the proposed work and why it is needed, discuss the alternatives considered and why the selected alternative was chosen; describe the environmental effects/benefits, provide a cost estimate of the selected plan and provide the proposed implementation schedule; and

**WHEREAS**, formal approval of the Water Main Rehabilitation Program Facility Plan including the Business Plan is required in order for North Bay Village to participate in the State Revolving Loan Fund Program; and

**WHEREAS**, the Village Commission desires to formally approve the Water Main Rehabilitation Program Facility Plan including the Business Plan, a copy of which is attached hereto and incorporated herein as Exhibit "A". and desires to make certain improvements to its water system as more fully described in the Plan; and

**WHEREAS**, the Village Commission concurs with the findings and summary of necessary improvements that are described in the Facility Plan for the purpose of improving water facilities, supply, usage and control for the residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE 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 Facilities Plan.** The Village Commission of North Bay Village, Florida, is authorized to approve, and does hereby approve, the Water Main Rehabilitation Program Facility Plan including the Business Plan, a copy of which is attached hereto and incorporated herein as Exhibit "A". The said Facility Plan is approved pursuant to the State Revolving Loan Fund Program for the purpose of making improvements to the Village's water facilities, supply, usage and control for the residents.

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized and directed to execute the said Facility Plan, including any and all papers and documents necessary and incidental thereto.

**Section 4. Implementation of the Plan.** The Village Manager is further designated to be the Village's representative who is authorized to provide the assurance and commitments that will be required by the said Facility Plan; and to represent the Village in carrying out the Village's responsibilities under the Plan, including the authority to delegate responsibility to appropriate Village staff to carry out the various technical, financial and administrative activities associated with implementing the Plan

**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. Severability.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**Section 7. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Commissioner Richard Chervony, who moved for its adoption. This motion was seconded by Vice Mayor Jorge Gonzalez, and upon being put to a vote, the vote was as follows:

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>
Commissioner Eddie Lim	<u>Absence</u>

**DULY PASSED AND ADOPTED** this 12th day of July, 2016.

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

**ATTEST:**

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

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

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

North Bay Village Resolution: Facilities Plan Water Main Rehabilitation Program.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AND**

**NORTH BAY VILLAGE, FLORIDA**

**DRINKING WATER STATE REVOLVING FUND  
LOAN AGREEMENT  
DW130400**

Florida Department of Environmental Protection  
State Revolving Fund Program  
Bob Martinez Center  
2600 Blair Stone Road, MS 3505  
Tallahassee, Florida 32399-2400

*Water Main*

DRINKING WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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**DRINKING WATER STATE REVOLVING FUND  
LOAN AGREEMENT  
DW130400**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the NORTH BAY VILLAGE, FLORIDA, (Project Sponsor) existing as a local governmental agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Section 403.8532, Florida Statutes, the Department is authorized to make loans to finance the planning, design and finance or refinance the construction of public water systems; and

WHEREAS, funding is provided from the State Revolving Fund program repayments and interest, which are Federally protected by which are subject to state audit requirements; and

WHEREAS, the Project Sponsor has made application for the financing of Preconstruction Activities, and the Department has determined that all requirements for a Loan have been met.

NOW, THEREFORE, in consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this agreement.
- (2) "Authorized Representative" shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) "Capitalized Interest" shall mean the interest accruing on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
- (4) "Construction Related Costs" shall mean costs for allowable construction, equipment, materials, demolition, land, contingency, and technical services after construction bid opening, and Capitalized Interest associated with the foregoing costs.
- (5) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or

savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(6) "Gross Revenues" shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Water and Sewer Systems, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Water or Sewer System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Water or Sewer System.

(7) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(8) "Loan Application" shall mean the completed form which provides all information required to support obtaining loan financial assistance from the Department.

(9) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Project Sponsor for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(10) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Project Sponsor.

(11) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Project Sponsor to the Loan Debt Service Account.

(12) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Water and Sewer Systems determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(13) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Water and Sewer Systems after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior obligations issued pursuant to Section 7.02 of this Agreement.

(14) "Preconstruction Activities" shall mean the planning, administrative, and engineering work necessary for the Project Sponsor to qualify for a Drinking Water State Revolving Fund loan to finance construction of drinking water facilities. Preconstruction milestones are listed in Section 10.07.

(15) "Project" shall mean the construction of facilities planned and designed through the Preconstruction Activities and financed by an amendment to this Agreement. The Project shall be defined more specifically when the Agreement is amended.

(16) "Semiannual Loan Payment" shall mean the payment due from the Project Sponsor to the Department at six-month intervals.

(17) "Sewer System" shall mean all facilities owned by the Project Sponsor for collection, transmission, treatment and reuse of wastewater and its residuals.

(18) "Water System" shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

#### 1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

### ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

#### 2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) The Project Sponsor knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were

made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action as is necessary for compliance.

(8) The Project Sponsor shall maintain records using Generally Accepted Governmental Accounting Standards established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Water and Sewer Systems separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Water and Sewer Systems, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Project Sponsor's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Project Sponsor shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Project Sponsor shall collect such funds for application as provided herein. The Project Sponsor shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Project Sponsor to levy or appropriate ad valorem tax revenues; or preventing the Project Sponsor from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Each year, beginning three months before the first Semiannual Loan Payment and ending with the year during which the final Loan repayment is made, the Project Sponsor's Authorized Representative or its chief financial officer shall submit, pursuant to the schedule established in Section 10.07, a certification that: (a) Pledged Revenue collections satisfy the rate coverage requirement; (b) the Loan Debt Service Account contains the funds required; and (c) insurance in effect for the facilities generating the Pledged Revenues adequately covers the customary risks to the extent that such insurance is available.

(11) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use this Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(12) The Project Sponsor agrees to complete the Preconstruction Activities and, upon inclusion by an amendment to this Agreement, the Project, in accordance with the Preconstruction Activities schedule set forth in Section 10.07 and a Project schedule added by amendment to this Agreement. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted. However, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(13) The Project Sponsor covenants that this Agreement is entered into for the purpose of completing planning, engineering, and administrative activities in order to construct facilities which will, in all events serve a public purpose. The Project Sponsor covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement specifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

Funds provided under this Agreement have been identified as second-tier monies under the Federal Clean Water Act which are identified as state funds whose use is federally protected.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Project Sponsor Pursuant to this Agreement Consist of the Following:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Drinking Water Revolving Loan TF	37.076	Drinking Water Facility Construction	\$240,000	140129

(2) Audits.

(a) In the event that the Project Sponsor expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Project Sponsor, the Project Sponsor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Project Sponsor shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not



include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Project Sponsor shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Project Sponsor expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor in which the \$500,000 threshold has not been met. In the event that the Project Sponsor expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Project Sponsor's resources obtained from other than State entities).

(d) For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Project Sponsor should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at the following address:

Valerie Peacock, Audit Director  
Office of the Inspector General  
Florida Department of Environmental Protection  
3900 Commonwealth Boulevard, MS 41  
Tallahassee, Florida 32399-3123

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

- (iii) Copies of reports or management letters shall be submitted by or on behalf of the Project Sponsor directly to the Department of Environmental Protection at the following address:

Valerie Peacock, Audit Director  
Office of the Inspector General  
Florida Department of Environmental Protection  
3900 Commonwealth Boulevard, MS 41  
Tallahassee, Florida 32399-3123

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Project-Specific Audit.

Within 12 months after the amendment establishing final Project costs, the Project Sponsor shall submit to the Department a Project-specific audit report for the Loan related revenues and expenditures. The audit shall address Loan disbursements received, Project expenditures, and compliance with Loan Agreement covenants. The Project Sponsor shall cause the auditor to notify the Department immediately if anything comes to the auditor's attention during the examination of records that would constitute a default under the Loan Agreement. The audit findings shall set aside or question any costs that are unallowable under Chapter 62-552, Florida Administrative Code. A final determination of whether such costs are allowed shall be made by the Department.

(5) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

The Project Sponsor is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement.

The Project Sponsor should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

(6) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

### ARTICLE III - LOAN REPAYMENT ACCOUNT

#### 3.01. LOAN DEBT SERVICE ACCOUNT.

The Project Sponsor shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Project Sponsor shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Project Sponsor fails to make a required Monthly Loan Deposit, the Project Sponsor's chief financial officer shall notify the Department of such failure. In addition, the Project Sponsor agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Project Sponsor, nor shall it be construed to give the Department the power to require the Project Sponsor to levy and collect any revenues other than Pledged Revenues.

#### 3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

### 3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Project Sponsor's obligations pursuant to Section 8.01.

### 3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

## ARTICLE IV - PROJECT INFORMATION

### 4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Project Sponsor shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

### 4.02. TITLE TO PROJECT SITE.

No later than the date established by Section 10.07, the Project Sponsor shall have an interest in real property sufficient for the construction and location of any facility planned and designed through Preconstruction Activities free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. If a limited site title certification is accepted at that date, the Department shall establish a date for submittal of a clear site title certification by amendment.

### 4.03. RESERVED.

### 4.04. RESERVED.

### 4.05. RESERVED.

### 4.06. COMPLETION MONEYS.

The Department covenants that loan funds to finance Construction Related Costs will be made available to the Project Sponsor at no greater than the interest rate set forth in Section 10.03 provided the Project Sponsor complies with the schedule in Section 10.07, requests and obtains a ranking of the Construction Related Costs on the fundable portion of the Department's construction loan priority list, and submits a complete Loan Application. If the Project Sponsor does not complete the Preconstruction Activities by the date specified in Section 10.07, the commitment to finance Construction Related Costs at no greater than the interest rate specified in Section 10.03 shall be terminated.

In addition to the proceeds of this or subsequent Loans, the Project Sponsor covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Preconstruction Activities. The Project Sponsor also covenants that if additional Loan financing is provided for Construction Related Costs by amendment of this Agreement, it will obtain, sufficient moneys from other sources as necessary to complete the Project.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project records, or the Preconstruction Activities records if this Agreement is not amended to fund Construction Related Costs. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. After the Department establishes the final costs to be financed by the Loan, the itemized costs will be adjusted by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for planning, engineering, and administration allowances.

Requests by the Project Sponsor for disbursements of the preconstruction funds shall be made using the Department's disbursement request form but shall not require documentation of actual costs incurred. One-half of the administrative and planning allowances shall be disbursed on request of the Project Sponsor after the Loan Agreement is executed. The remaining one-half of the administrative and planning allowances and the initial one-half of the engineering allowance shall be disbursed on request of the Project Sponsor after the Department has completed the environmental review. The remaining one-half of the engineering allowance shall be disbursed on request of the Project Sponsor after the completed plans and specifications have been accepted by the Department. Disbursements for administration and engineering shall be adjusted to an amount that is based on as-bid costs once all contracts have been bid. Disbursements for Construction Related Costs shall occur only as a result of an amendment to this Agreement. The following allowance amounts will be disbursed at the specified milestone events unless the allowances are reduced pursuant to Section 10.06:

Milestone Event	Amount
Loan Agreement executed	\$ 45,000
Department completion of environmental review (requires completion of facilities planning)	120,000
Department acceptance of plans and specifications	75,000
Total	\$ 240,000

## ARTICLE V - RATES AND USE OF THE WATER AND SEWER SYSTEMS

### 5.01. RATE COVERAGE.

The Project Sponsor shall maintain rates and charges for the services furnished by the Water and Sewer Systems which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Project Sponsor shall satisfy the coverage requirements of all Senior Revenue Obligations and parity debt obligations.

### 5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Water or Sewer System without making a charge therefore based on the Project Sponsor's uniform schedule of rates, fees, and charges.

### 5.03. MANDATORY CONNECTIONS.

The Project Sponsor shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

### 5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Water or Sewer System so as to adversely affect Gross Revenues.

### 5.05. MAINTENANCE OF THE WATER AND SEWER SYSTEMS.

The Project Sponsor shall operate and maintain the Water and Sewer Systems in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

### 5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Water and Sewer Systems which it deems desirable and which do not materially reduce the operational integrity of any part of the Water or Sewer System. All such renewals, replacements, additions, modifications and improvements shall become part of the Water and Sewer Systems.

### 5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Water or Sewer System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue the services of the Water and Sewer Systems and use its best efforts to shut off water

service furnished to persons who are delinquent beyond customary grace periods in the payment of Water and Sewer System rates, fees and other charges.

## ARTICLE VI - DEFAULTS AND REMEDIES

### 6.01. EVENTS OF DEFAULT.

Each of the following events is hereby declared an event of default:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsections 6.01(1) and 6.01(7), failure to comply with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement and such failure shall continue for a period of 60 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Water or Sewer System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Water or Sewer System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Failure of the Project Sponsor to give immediate written notice of default to the Department and such failure shall continue for a period of 30 days.

### 6.02. REMEDIES.

Upon any event of default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Water and Sewer Systems, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Water and Sewer Systems and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Water and Sewer Systems, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any unobligated funds due to the Project Sponsor under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State law. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Loan interest rate for a default under Subsection 6.01(1).

### 6.03. DELAY AND WAIVER.

No delay or omission by the Department to exercise any right or power accruing upon an event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

## ARTICLE VII - THE PLEDGED REVENUES

### 7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, on equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Project Sponsor under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. Any of the Pledged Revenues may be released from the lien on such Pledged



Revenues in favor of the Department if the Department makes a determination, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

#### 7.02. ADDITIONAL DEBT OBLIGATIONS.

The Project Sponsor may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Project Sponsor demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Water and Sewer Systems and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Project Sponsor and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

### ARTICLE VIII - GENERAL PROVISIONS

#### 8.01. DISCHARGE OF OBLIGATIONS.

All Semiannual Loan payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Project Sponsor shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan and interest, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

#### 8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency's Inspector General for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the date that the Project-specific audit report, required under Subsection 2.03(4), is issued.

#### 8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to offices and other sites where Preconstruction Activities or Project work is ongoing, or has been performed, to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to provide copies of relevant records and statements for inspection.

#### 8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

#### 8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency. A final amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

#### 8.06. ANNULMENT OF AGREEMENT.

The Department may unilaterally annul this Agreement if the Project Sponsor has not drawn any of the Loan proceeds by the date set in Section 10.07 for establishing the Loan Debt Service Account. If the Department unilaterally annuls this Agreement, the Department will provide written notification to the Project Sponsor.

#### 8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

#### 8.08. USE AS MATCHING FUNDS.

The U.S. Environmental Protection Agency provided a class deviation from the Provisions of 40 CFR 35.3125(b)(1) to allow these funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

#### 8.09. COMPLIANCE VERIFICATION.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or

subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at [Parsons.Sheryl@epamail.epa.gov](mailto:Parsons.Sheryl@epamail.epa.gov) and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

8.10. RESERVED.

#### ARTICLE IX - RESERVED

#### ARTICLE X - DETAILS OF FINANCING

##### 10.01. PRINCIPAL AMOUNT OF LOAN.

The estimated principal amount of the Loan is \$245,100, which consists of \$240,000 to be disbursed to the Project Sponsor and \$5,100 of Capitalized Interest.

Capitalized Interest is not disbursed to the Project Sponsor, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the interest rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

##### 10.02. LOAN SERVICE FEE.

The Loan Service Fee is \$4,800 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$240,000. An additional Loan Service Fee amount will be assessed for any additional funding provided by amendment to this Agreement. The fee shall be adjusted downward if adjustment of Project costs results in a Loan decrease, provided that the decrease amendment is executed before the first Semiannual Loan Payment due date.

Interest shall accrue on the Loan Service Fee at the rate, or rates, set for the Loan until the fee is paid. Loan Service Fee interest shall be compounded annually from the effective date of the Loan until six months before the first Semiannual Loan Payment is due at which time it is capitalized. The estimated Loan Service Fee Capitalized Interest is \$210.

#### 10.03. INTEREST RATE.

The rate of interest on the unpaid principal of the Loan amount specified in Section 10.01 is 1.96 percent per annum. However, if this Agreement is not executed by the Project Sponsor and returned to the Department before April 1, 2015, the interest rate may be adjusted. A new interest rate shall be established for any additional funds provided by amendment to this Agreement.

#### 10.04. LOAN TERM.

The Loan shall be repaid in 20 Semiannual Loan Payments.

#### 10.05. REPAYMENT SCHEDULE.

The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the Loan Service Fee and Loan Service Fee capitalized interest and the principle of level debt service. The Department will deduct the Loan Service Fee and all associated interest from the first two payments. The Loan principal and Semiannual Loan Payment amounts may be revised by amendment of the Agreement. After the final disbursement of Loan proceeds, the Loan principal will be adjusted to reflect the actual dates and amounts of disbursements. Accordingly, the Semiannual Loan Payment amount shall be adjusted, taking into consideration any previous payments.

Each Semiannual Loan Payment shall be in the amount of \$7,588 until the payment amount is adjusted by amendment. The interest portion of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan, including Capitalized Interest. Interest also shall be computed on the unpaid balance of the Loan Service Fee and Loan Service Fee capitalized interest. Interest shall be computed as of the due date of each Semiannual Loan Payment.

Unless repayment is deferred by an amendment to this Agreement, Semiannual Loan Payments shall be received by the Department beginning on October 15, 2017 and semiannually thereafter on April 15 and October 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$250,110, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

#### 10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that actual Project costs or Preconstruction Activities allowances have not been determined as of the effective date of this Agreement. An adjustment to Preconstruction Activities allowances may be made due to a

reduction in the scope of work proposed for Loan funding as a result of the facilities planning process. Failure to achieve Department acceptance of plans and specifications for all facilities proposed for Loan funding prior to the date specified in Section 10.07 may cause adjustment of the Preconstruction Activities allowances. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final Project costs and all allowances shall be established in the final amendment. Changes in Project costs or Preconstruction Activities allowances may also occur as a result of the Project Sponsor's audit or the Department's audit.

Preconstruction Activities costs by category are as follows:

Administrative Allowance	\$	12,000
Planning Allowance	\$	78,000
Engineering Allowance	\$	150,000
SUBTOTAL (Disbursable Amount)	\$	240,000
Capitalized Interest	\$	5,100
TOTAL (Loan Principal Amount)	\$	245,100

The listed allowances are the maximum allowable amounts unless this Agreement is amended to provide financing for Construction Related Costs.

#### 10.07. SCHEDULE.

In order to preserve the Department's commitment to provide financing for Construction Related Costs at no greater than the interest rate specified in Section 10.03, the Preconstruction Activities listed under (1) through (4) below shall be completed no later than October 15, 2016.

(1) Completion of the facilities plan, including any specialized studies and responding to comments, and acceptance by the Department.

(2) Completion of plans and specifications for all Project facilities proposed for Loan funding and acceptance by the Department.

(3) Certification of availability of all sites for the proposed facilities.

(4) Department permit for construction of the proposed facilities or publication of notice of intent to issue construction permit.

(5) Reserved.

(6) Reserved.

(7) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than April 15, 2017.

(8) Unless deferred by amendment, provide certifications under Subsection 2.01(10) beginning July 15, 2017, and annually thereafter no later than September 30 of each year until the final Semiannual Loan Payment is made.

(9) Unless this Agreement is amended to provide construction financing, the first Semiannual Loan Payment in the amount of \$7,588 shall be due October 15, 2017.

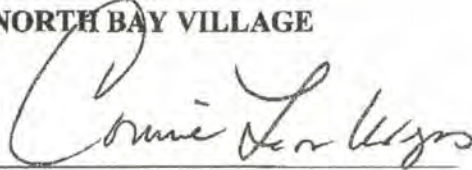
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ARTICLE XI - EXECUTION OF AGREEMENT

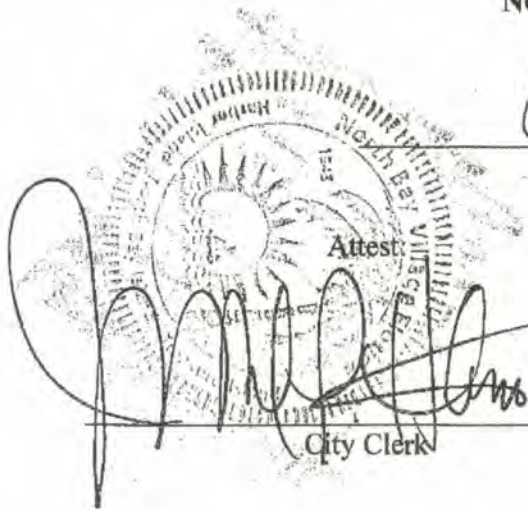
This Loan Agreement DW130400 shall be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Program Administrator and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Program Administrator.

for  
NORTH BAY VILLAGE



Mayor



I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.



City Attorney

SEAL

for  
STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



Program Administrator

MAR 09 2015

Date



**North Bay Village**

9C

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 30, 2017

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

**RECOMMENDED BY STAFF:** Village Manager Frank K. Rollason

**PRESENTED BY STAFF:** Village Manager Frank K. Rollason

**SUBJECT:** Approval of State Revolving Loan Fund Agreement to borrow an additional \$4,202,584 for the Water Meter Replacement Project DW130420

**RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution authorizing the proper Village Officials to execute the Agreement with the Florida Department of Environmental Protection for Project DW130420.

**BACKGROUND:**

Kimley-Horn & Associates, Inc., the Village Professional Engineer, prepared an inventory of the existing water facilities in 2013. The Village Commission approved applying to the Florida Department of Environmental Protection (FDEP) for funds to prepare a Facilities Plan (PLAN). This PLAN would detail the Village’s needs and estimates for the replacement costs of the water meters and service lines. FDEP approved an initial loan of \$240,000 for the PLAN. The PLAN was completed and this has qualified the Village for an additional \$4,202,584 to implement the identified water meter and service line replacements.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson




FDEP has approved the first amendment to the loan to provide the additional \$4,202,584 at an interest rate of 1.24% for a 20 year loan. The total loan amount, including capitalized interest and other Loan costs is \$4,472,884. The first payment will be due 6 months from the final date of completion of the overall project. The current contract shows that the final date of completion is May 15, 2018. The first payment will be November 15, 2018. The Loan agreement also requires the Village to start escrowing the funds 6 months prior to the first payment due date, or May 15, 2018.

The Annual payment for this loan will be \$259,336. The Village will have to look at raising the water rates to cover this additional debt service. Based on the adopted FY 2017 budget it is estimated that the water rate may have to be increased by 14.66% to cover the debt service on the loan for Project DW130420.



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:** June 13, 2017  
**TO:** Yvonne P. Hamilton, CMC  
Village Clerk  
**FROM:** Frank K. Rollason   
Village Manager  
**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AMENDMENT NO. 1 TO THE DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT, NO. DW130420, BETWEEN THE VILLAGE AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE WATER METER REPLACEMENT PROGRAM PERTAINING TO THE PROJECT SCHEDULE AND LOAN REPAYMENT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AMENDMENT NO. 1 TO THE DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT, NO. DW130420, BETWEEN THE VILLAGE AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE WATER METER REPLACEMENT PROGRAM PERTAINING TO THE PROJECT SCHEDULE AND LOAN REPAYMENT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON**

**WHEREAS**, the Village Commission initiated a capital improvement project for a Water Meter Replacement Program; and

**WHEREAS**, the Village Commission approved the Drinking Water State Revolving Fund Loan Agreement No. 130420 between the Village and the State of Florida, Department of Environmental Protection (the "DEP") to finance the Water Meter Replacement Project; and

**WHEREAS**, the original loan was for \$240,000 that was used to prepare the DEP required Facilities Plan, which detailed the Village's needs and the estimates for the replacement cost of the water meters and service lines; and

**WHEREAS**, the Facilities Plan was completed by Kimley-Horn & Associates, Inc., the Village Professional Engineer, and the Village is now qualified for an additional loan of \$4,202,584 to replace the identified water meters and service line replacements.

**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 Amendment.** Amendment No. 1 to the Loan Agreement between North Bay Village and the State of Florida, Department of Environmental Protection ("Amendment No. 1") to borrow an additional \$4,202,584 to replace the water meters and service lines, a copy of which is attached as Exhibit "1," is approved.

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Amendment No. 1.

**Section 4. Execution of the Amendment.** The proper Village Officials are authorized to execute Amendment No. 1 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of Amendment No. 1, subject to the approval as to form and legality by the Village Attorney.

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

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this \_\_\_ day of June 2017.

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

**ATTEST:**

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

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

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

North Bay Village Resolution: State Revolving Loan Fund Agreement DW130420-Borrowing of \$4,202,584 for the Water Meter Replacement Project

**DRINKING WATER STATE REVOLVING FUND  
AMENDMENT 1 TO LOAN AGREEMENT DW130420  
NORTH BAY VILLAGE**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and NORTH BAY VILLAGE, FLORIDA, (Project Sponsor) existing as a local governmental agency under the laws of the State of Florida.

The Department and the Project Sponsor entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW130420, authorizing a Loan amount of \$240,000, excluding Capitalized Interest; and

The Project Sponsor is entitled to additional financing for Construction Related Costs in the amount of \$4,202,584, excluding Capitalized Interest; and

An Interest rate must be established for the additional financing amount awarded in this amendment; and

A Loan Service Fee shall be paid by the Project Sponsor for the additional financing provided by this amendment; and

The Project costs, Loan repayment schedule, Project schedule, certain definitions, and other provisions of the Agreement need revision and several provisions need to be added to address financing of Construction Related Costs; and

Revised provisions for audit and monitoring are needed.

The Parties hereto agree as follows:

1. Subsection 1.01(15) of the Agreement is revised as follows:

(15) "Project" shall mean the works financed by this and future amendments consisting of furnishing all labor, materials, and equipment to construct the distribution project in accordance with the plans and specifications accepted by the Department for the "Water Meter Replacement Program" contract.

The Project is in agreement with the "North Bay Village Water Meter Replacement Facilities Plan", dated November 14, 2016. A Florida Categorical Exclusion Notice was published on July 14, 2016 and no adverse comments were received.

2. Section 2.03 AUDIT AND MONITORING REQUIREMENTS is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Project Sponsor Pursuant to this Agreement Consist of the Following:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Drinking Water Revolving Loan TF	37.076	Drinking Water Facility Construction	\$4,442,584	140129

(2) Audits.

(a) In the event that the Project Sponsor expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Project Sponsor, the Project Sponsor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Project Sponsor shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Project Sponsor expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor in which the \$750,000 threshold has not been met. In the event that the Project Sponsor expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Project Sponsor's resources obtained from other than State entities).

(d) The Project Sponsor is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Project Sponsor should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa>

for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen>.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General  
3900 Commonwealth Boulevard, MS 40  
Tallahassee, Florida 32399-3123

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Project Sponsor directly to the Department at either of the following address:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General  
3900 Commonwealth Boulevard, MS 40  
Tallahassee, Florida 32399-3123

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

(a) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(b) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Project-Specific Audit.

Within 12 months after the amendment establishing final Project costs, the Project Sponsor shall submit to the Department a Project-specific audit report for the Loan related revenues and expenditures. The audit shall address Loan disbursements received, Project expenditures, and compliance with Loan Agreement covenants. The Project Sponsor shall cause the auditor to notify the Department immediately if anything comes to the auditor's attention during the examination of records that would constitute a default under the Loan Agreement. The audit findings shall set aside or question any costs that are unallowable under Chapter 62-552, Florida Administrative Code. A final determination of whether such costs are allowed shall be made by the Department.

(5) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

The Project Sponsor is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement.

The Project Sponsor should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

(6) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.



3. Section 4.01 PROJECT CHANGES is revised to add the following:

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Project Sponsor shall submit all addenda and all change orders to the Department. All change orders require an eligibility determination by the Department. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4. The following three sections are added to the Agreement:

#### 4.03. PERMITS AND APPROVALS.

The Project Sponsor shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

#### 4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Project Sponsor to oversee construction.

#### 4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Project Sponsor is prohibited from selling, leasing, or disposing of any part of the Water or Sewer System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendments thereto, is in effect unless the written consent of the Department is first secured.

5. Section 4.08 DISBURSEMENTS is deleted and replaced as follows:

Under the provisions of 216.181, Florida Statutes, this Agreement allows for funds to be advanced to the Project Sponsor for allowable costs. Disbursements shall be made directly to the Project Sponsor only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures.

Requests by the Project Sponsor for disbursements of the preconstruction funds shall be made using the Department's disbursement request form. One-half of the administrative and planning allowances shall be disbursed on request of the Project Sponsor after the Loan Agreement is executed. The remaining one-half of the administrative and planning allowances and the initial one-half of the engineering allowance shall be disbursed on request of the Project Sponsor after the Department has completed the environmental review. The remaining one-half of the engineering allowance shall be disbursed on request of the Project Sponsor after the completed plans and specifications have been accepted by the Department. The following allowance amounts will be disbursed at the specified milestone events unless the allowances are reduced pursuant to Section 10.06:

Milestone Event	Amount
Loan Agreement executed	\$ 50,292
Department completion of environmental review (requires completion of facilities planning)	125,292
Department acceptance of plans and specifications	75,000
Total	\$ 250,584

Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work. Proof of payment will be required with the following disbursement request.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Project Sponsor is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

6. Section 4.09 is added to the Agreement as follows:

4.09. ADVANCE PAYMENT.

In accordance with Section 216.181(16)(b), Florida Statutes, the Department, upon written request from the Project Sponsor, the Advance Payment Justification Form and written approval from the State's Chief Financial Officer, if applicable, may provide an advance to the Project Sponsor. The Project Sponsor must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter, or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds that have not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Project Sponsor shall be notified, in writing, by the Department regarding the additional requirements. Prior to releasing any advanced funds, the Project Sponsor shall be required to provide a written acknowledgement to the Department of the Authority's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds. If advance payment is authorized, the Project Sponsor shall be responsible for submitting the information requested in the Interest Earned Memorandum to the Department quarterly.

7. The following three sections are added to the Agreement:

**8.10. AMERICAN IRON AND STEEL REQUIREMENT.**

The Project Sponsor's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Project Sponsor has obtained a waiver pertaining to the Project or the Department has advised the Project Sponsor that the requirement is not applicable to the Project.

**8.11. PUBLIC RECORDS ACCESS.**

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

**(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850) 245-2118, by email at [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, MS 49  
Tallahassee, FL 32399**

**8.12. TERMINATION, FALSE CERTIFICATION, SCRUTINIZED COMPANIES,  
AND BOYCOTTING.**

The Project Sponsor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Project Sponsor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8. The following article is added to the Agreement:

**ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE**

**9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.**

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Assurance that the Project Sponsor and contractors are in compliance with Section 1606 with labor standards, including prevailing wage rates established for its locality by the U.S. Department of Labor under the Davis-Bacon Act for Project construction.
- (6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless

(a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

#### 9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit:

- (1) Contractor insurance certifications,
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.

#### 9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Water and Sewer Systems (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of Revenue Producing Facilities of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

9. Additional financing in the amount of \$4,202,584, excluding Capitalized Interest, is hereby awarded to the Project Sponsor.

10. An interest rate of 1.24 percent per annum is established for the additional financing amount awarded in this amendment. However, if this amendment is not executed by the Project Sponsor and returned to the Department before July 1, 2017, the interest rate may be adjusted.

11. The estimated principal amount of the Loan is hereby revised to \$4,472,884, which consists of \$4,442,584 authorized for disbursement to the Project Sponsor and \$30,300 of Capitalized Interest. This total consists of the following:

(a) \$247,500, including \$240,000 authorized for disbursement to the Project Sponsor and \$7,500 of Capitalized Interest, at an of interest rate of 1.96 percent per annum; and

(b) \$4,225,384, including \$4,202,584 authorized for disbursement to the Project Sponsor and \$22,800 of Capitalized Interest, at an of interest rate of 1.24 percent per annum.

12. An additional Loan Service Fee in the amount of \$84,052, for a total of \$88,852, is hereby assessed. The fee represents two percent of the Loan amount excluding Capitalized

Interest amounts; that is, two percent of \$4,442,584. Estimated Loan Service Fee capitalized interest for the fee amount assessed to date is \$1,220.

13. Section 10.04 LOAN TERM is deleted in its entirety and replaced as follows:

The Loan shall be repaid in 40 Semiannual Loan Payments.

14. Section 10.05 REPAYMENT SCHEDULE is revised as follows:

The Semiannual Loan Payment amount shall be in the amount of \$129,668. Such payments shall be received by the Department beginning on November 15, 2018, and semiannually thereafter on May 15 and November 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied, after deduction of the Loan Service Fee is complete, toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$4,562,956, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

15. Section 10.06 PROJECT COSTS is revised as follows:

The Project Sponsor and the Department acknowledge that the actual cost of the Project has not been determined. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Project Sponsor's Project audit or a Department audit.

Funds disbursed in accordance with this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made first from the original Loan amount until that amount has been disbursed. The interest rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amounts. The interest rate established for any additional increment of Loan funds shall be used to determine the Capitalized Interest and repayment amounts associated with the funds disbursed from that increment.

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PROJECT COSTS

CATEGORY	COST(\$)
Administrative Allowance	22,584
Planning Allowance	78,000
Engineering Allowance	150,000
Construction and Demolition	3,764,000
Technical Services After Bid Opening	428,000
SUBTOTAL (Disbursable Amount)	4,442,584
Capitalized Interest	30,300
TOTAL (Loan Principal Amount)	4,472,884

Additional Financial Assistance has been authorized for the administrative and engineering allowances in accordance with the program rule. Rule 62-552.420(4)(b), Florida Administrative Code, prohibits additional Financial Assistance for the planning allowance.

16. Section 10.07 SCHEDULE is amended as follows:

(5) Invoices submitted for work performed on or after September 24, 2014 shall be eligible for reimbursement.

(6) Completion of Project construction is scheduled for May 15, 2018.

(7) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than May 15, 2018.

(8) The initial annual certification required under Subsection 2.01(12) of the Agreement shall be due August 15, 2018. Thereafter the certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.

(9) The first Semiannual Loan Payment in the amount of \$129,668 shall be due November 15, 2018.

17. All other terms and provisions of the Loan Agreement shall remain in effect

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This Amendment 1 to Loan Agreement DW130420 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for  
**NORTH BAY VILLAGE**

\_\_\_\_\_  
Mayor

Attest:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Village Attorney

SEAL

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date





## Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Ryan E. Matthews  
Interim Secretary

May 30, 2017

Mr. Rodney Carrero-Santana  
Public Works Director  
North Bay Village  
1666 Kennedy Causeway, Suite 300  
North Bay Village, Florida 33141

Re: DW130400 & DW130402 – North Bay Village  
Distribution – Water Main Replacement and Automated Meters

Dear Mr. Carrero-Santana:

Attached is a copy of proposed Amendment I to each of the Village's State Revolving Fund loan agreements. These amendments provide an additional \$4,380,556 and \$4,202,584, respectively, for these projects.

**Please have the appropriate officials sign and seal two copies of each amendment**, and return them to us within three weeks at 3900 Commonwealth Boulevard, MS 3505, Tallahassee, Florida, 32399-3000. We will sign the documents and mail a fully executed original of each amendment to you.

If you have any questions about these amendments, please call Teresa Cruce at (850) 245-2910.

Sincerely,

A handwritten signature in cursive script that reads "Angela Knecht".

Angela Knecht, Program Administrator  
State Revolving Fund Management

AK/tc

Attachments

cc: Frank Rollason – North Bay Village  
Bert Wrains – North Bay Village

[www.dep.state.fl.us](http://www.dep.state.fl.us)

<b>NORTH BAY VILLAGE</b>				
<b>Florida State Revolving Loans</b>				
	<b>Average Consumption 6,000 gallons per month</b>	<b>Water</b>	<b>Sewer</b>	<b>Total</b>
<b>Current costs</b>				
Base Rate Water No Consumption		\$ 8.23		
Base Rate Sewer No Consumption			\$ 9.40	
Per 1,000 gallon water consumption	\$ 4.69	\$ 28.14		
Per 1,000 gallon sewer consumption	\$ 7.37		\$ 44.22	
Total Monthly costs		\$ 36.37	53.62	\$ 89.99
<b>ADD DEBT SERVICE</b>				
WW130411 Rate Increase Sewer Rehab	11.87%		\$ 6.36	
DW 130400 Rate Increase Water Mains	15.38%	\$ 5.59		
DW130420 Rate Increase Water Meters	14.66%	\$ 5.33		
Total Monthly cost with rate increases *		\$ 47.30	\$ 59.98	\$ 107.28
<b>Difference</b>		\$ 10.93	\$ 6.36	\$ 17.29

\* This is without credit for any water and sewer expense reductions as a result of the three water and sewer rehabilitation projects.

**RESOLUTION NO. 2016-55**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE FACILITIES PLAN INCLUDING THE BUSINESS PLAN DEVELOPED BY KIMLEY-HORN AND ASSOCIATES, INC. FOR THE VILLAGE WATER METER REPLACEMENT PROGRAM AS PART OF THE STATE FUNDING REQUIREMENTS; RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING LOAN FUND PROGRAM; PROVIDING FOR THE IMPLEMENTATION OF THE WATER METER REPLACEMENT PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, Florida Statutes provides for loans to local government agencies to finance the Water Meter Replacement Program; and

**WHEREAS**, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

**WHEREAS**, the State requires the Village to submit a Facilities Plan including the Business Plan describing the existing conditions, the proposed work and why it is needed, discuss the alternatives considered and why the selected alternative was chosen; describe the environmental effects/benefits, provide a cost estimate of the selected plan and provide the proposed implementation schedule; and

**WHEREAS**, formal approval of the Water Meter Replacement Program Facility Plan including the Business Plan is required in order for North Bay Village to participate in the State Revolving Loan Fund Program; and

**WHEREAS**, the Village Commission desires to formally approve the Water Meter Replacement Program Facility Plan including the Business Plan, a copy of which is attached hereto and incorporated herein as Exhibit "A", and desires to make certain improvements to its water system as more fully described in the Plan; and

**WHEREAS**, the Village Commission concurs with the findings and summary of necessary improvements that are described in the Facility Plan for the purpose of improving water facilities, supply, usage and control for the residents.

**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 Facilities Plan.** The Village Commission of North Bay Village, Florida, is authorized to approve, and does hereby approve, the Water Meter Replacement Program Facility Plan including the Business Plan, a copy of which is attached hereto and incorporated herein as Exhibit "A". The said Facility Plan is approved pursuant to the State Revolving Loan Fund Program for the purpose of making improvements to the Village's water facilities, supply, usage and control for the residents.

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized and directed to execute the said Facility Plan, including any and all papers and documents necessary and incidental thereto.

**Section 4. Implementation of the Plan.** The Village Manager is further designated to be the Village's representative who is authorized to provide the assurance and commitments that will be required by the said Facility Plan; and to represent the Village in carrying out the Village's responsibilities under the Plan, including the authority to delegate responsibility to appropriate Village staff to carry out the various technical, financial and administrative activities associated with implementing the Plan

**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. Severability.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**Section 7. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered Commissioner Richard Chervony, who moved for its adoption. This motion was seconded Vice Mayor Jorge Gonzalez, and upon being put to a vote, the vote was as follows:

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>
Commissioner Eddie Lim	<u>Absence</u>

**DULY PASSED AND ADOPTED** this 12th day of July, 2016.

  
\_\_\_\_\_  
Connie Leon-Kreps, Mayor  
\_\_\_\_\_  
**Yvonne P. Hamilton**  
Village Clerk

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

  
\_\_\_\_\_  
**Robert L. Switkes & Associates, P.A.**  
Village Attorney

North Bay Village Resolution: Approval of Facilities Plan for Water Meter Replacement Program.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AND**

**NORTH BAY VILLAGE, FLORIDA**

**DRINKING WATER STATE REVOLVING FUND  
LOAN AGREEMENT**

**DW130420**

Florida Department of Environmental Protection  
State Revolving Fund Program  
Bob Martinez Center  
2600 Blair Stone Road, MS 3505  
Tallahassee, Florida 32399-2400

*Water Meter*

DRINKING WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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DRINKING WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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**DRINKING WATER STATE REVOLVING FUND  
LOAN AGREEMENT  
DW130420**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the NORTH BAY VILLAGE, FLORIDA, (Project Sponsor) existing as a local governmental agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Section 403.8532, Florida Statutes, the Department is authorized to make loans to finance the planning, design and finance or refinance the construction of public water systems; and

WHEREAS, funding is provided from the State Revolving Fund program repayments and interest, which are Federally protected by which are subject to state audit requirements; and

WHEREAS, the Project Sponsor has made application for the financing of Preconstruction Activities, and the Department has determined that all requirements for a Loan have been met.

NOW, THEREFORE, in consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this agreement.
- (2) "Authorized Representative" shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) "Capitalized Interest" shall mean the interest accruing on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
- (4) "Construction Related Costs" shall mean costs for allowable construction, equipment, materials, demolition, land, contingency, and technical services after construction bid opening, and Capitalized Interest associated with the foregoing costs.
- (5) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or

savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(6) "Gross Revenues" shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Water and Sewer Systems, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Water or Sewer System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Water or Sewer System.

(7) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(8) "Loan Application" shall mean the completed form which provides all information required to support obtaining loan financial assistance from the Department.

(9) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Project Sponsor for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(10) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Project Sponsor.

(11) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Project Sponsor to the Loan Debt Service Account.

(12) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Water and Sewer Systems determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(13) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Water and Sewer Systems after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior obligations issued pursuant to Section 7.02 of this Agreement.

(14) "Preconstruction Activities" shall mean the planning, administrative, and engineering work necessary for the Project Sponsor to qualify for a Drinking Water State Revolving Fund loan to finance construction of drinking water facilities. Preconstruction milestones are listed in Section 10.07.

(15) "Project" shall mean the construction of facilities planned and designed through the Preconstruction Activities and financed by an amendment to this Agreement. The Project shall be defined more specifically when the Agreement is amended.

(16) "Semiannual Loan Payment" shall mean the payment due from the Project Sponsor to the Department at six-month intervals.

(17) "Sewer System" shall mean all facilities owned by the Project Sponsor for collection, transmission, treatment and reuse of wastewater and its residuals.

(18) "Water System" shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

#### 1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

### ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

#### 2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) The Project Sponsor knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were

made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action as is necessary for compliance.

(8) The Project Sponsor shall maintain records using Generally Accepted Governmental Accounting Standards established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Water and Sewer Systems separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Water and Sewer Systems, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Project Sponsor's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Project Sponsor shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Project Sponsor shall collect such funds for application as provided herein. The Project Sponsor shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Project Sponsor to levy or appropriate ad valorem tax revenues; or preventing the Project Sponsor from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Each year, beginning three months before the first Semiannual Loan Payment and ending with the year during which the final Loan repayment is made, the Project Sponsor's Authorized Representative or its chief financial officer shall submit, pursuant to the schedule established in Section 10.07, a certification that: (a) Pledged Revenue collections satisfy the rate coverage requirement; (b) the Loan Debt Service Account contains the funds required; and (c) insurance in effect for the facilities generating the Pledged Revenues adequately covers the customary risks to the extent that such insurance is available.

(11) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use this Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(12) The Project Sponsor agrees to complete the Preconstruction Activities and, upon inclusion by an amendment to this Agreement, the Project, in accordance with the Preconstruction Activities schedule set forth in Section 10.07 and a Project schedule added by amendment to this Agreement. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted. However, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(13) The Project Sponsor covenants that this Agreement is entered into for the purpose of completing planning, engineering, and administrative activities in order to construct facilities which will, in all events serve a public purpose. The Project Sponsor covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement specifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

Funds provided under this Agreement have been identified as second-tier monies under the Federal Clean Water Act which are identified as state funds whose use is federally protected.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Project Sponsor Pursuant to this Agreement Consist of the Following:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Drinking Water Revolving Loan TF	37.076	Drinking Water Facility Construction	\$240,000	140129

(2) Audits.

(a) In the event that the Project Sponsor expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Project Sponsor, the Project Sponsor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Project Sponsor shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not

include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Project Sponsor shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Project Sponsor expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor in which the \$500,000 threshold has not been met. In the event that the Project Sponsor expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Project Sponsor's resources obtained from other than State entities).

(d) For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Project Sponsor should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

### (3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at the following address:

Valerie Peacock, Audit Director  
Office of the Inspector General  
Florida Department of Environmental Protection  
3900 Commonwealth Boulevard, MS 41  
Tallahassee, Florida 32399-3123

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

- (iii) Copies of reports or management letters shall be submitted by or on behalf of the Project Sponsor directly to the Department of Environmental Protection at the following address:

Valerie Peacock, Audit Director  
Office of the Inspector General  
Florida Department of Environmental Protection  
3900 Commonwealth Boulevard, MS 41  
Tallahassee, Florida 32399-3123

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Project-Specific Audit.

Within 12 months after the amendment establishing final Project costs, the Project Sponsor shall submit to the Department a Project-specific audit report for the Loan related revenues and expenditures. The audit shall address Loan disbursements received, Project expenditures, and compliance with Loan Agreement covenants. The Project Sponsor shall cause the auditor to notify the Department immediately if anything comes to the auditor's attention during the examination of records that would constitute a default under the Loan Agreement. The audit findings shall set aside or question any costs that are unallowable under Chapter 62-552, Florida Administrative Code. A final determination of whether such costs are allowed shall be made by the Department.

(5) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

The Project Sponsor is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement.

The Project Sponsor should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

(6) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

### ARTICLE III - LOAN REPAYMENT ACCOUNT

#### 3.01. LOAN DEBT SERVICE ACCOUNT.

The Project Sponsor shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Project Sponsor shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Project Sponsor fails to make a required Monthly Loan Deposit, the Project Sponsor's chief financial officer shall notify the Department of such failure. In addition, the Project Sponsor agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Project Sponsor, nor shall it be construed to give the Department the power to require the Project Sponsor to levy and collect any revenues other than Pledged Revenues.

#### 3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.



3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Project Sponsor's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Project Sponsor shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

4.02. TITLE TO PROJECT SITE.

No later than the date established by Section 10.07, the Project Sponsor shall have an interest in real property sufficient for the construction and location of any facility planned and designed through Preconstruction Activities free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. If a limited site title certification is accepted at that date, the Department shall establish a date for submittal of a clear site title certification by amendment.

4.03. RESERVED.

4.04. RESERVED.

4.05. RESERVED.

4.06. COMPLETION MONEYS.

The Department covenants that loan funds to finance Construction Related Costs will be made available to the Project Sponsor at no greater than the interest rate set forth in Section 10.03 provided the Project Sponsor complies with the schedule in Section 10.07, requests and obtains a ranking of the Construction Related Costs on the fundable portion of the Department's construction loan priority list, and submits a complete Loan Application. If the Project Sponsor does not complete the Preconstruction Activities by the date specified in Section 10.07, the commitment to finance Construction Related Costs at no greater than the interest rate specified in Section 10.03 shall be terminated.

In addition to the proceeds of this or subsequent Loans, the Project Sponsor covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Preconstruction Activities. The Project Sponsor also covenants that if additional Loan financing is provided for Construction Related Costs by amendment of this Agreement, it will obtain, sufficient moneys from other sources as necessary to complete the Project.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project records, or the Preconstruction Activities records if this Agreement is not amended to fund Construction Related Costs. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. After the Department establishes the final costs to be financed by the Loan, the itemized costs will be adjusted by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for planning, engineering, and administration allowances.

Requests by the Project Sponsor for disbursements of the preconstruction funds shall be made using the Department's disbursement request form but shall not require documentation of actual costs incurred. One-half of the administrative and planning allowances shall be disbursed on request of the Project Sponsor after the Loan Agreement is executed. The remaining one-half of the administrative and planning allowances and the initial one-half of the engineering allowance shall be disbursed on request of the Project Sponsor after the Department has completed the environmental review. The remaining one-half of the engineering allowance shall be disbursed on request of the Project Sponsor after the completed plans and specifications have been accepted by the Department. Disbursements for administration and engineering shall be adjusted to an amount that is based on as-bid costs once all contracts have been bid. Disbursements for Construction Related Costs shall occur only as a result of an amendment to this Agreement. The following allowance amounts will be disbursed at the specified milestone events unless the allowances are reduced pursuant to Section 10.06:

Milestone Event	Amount
Loan Agreement executed	\$ 45,000
Department completion of environmental review (requires completion of facilities planning)	120,000
Department acceptance of plans and specifications	75,000
Total	\$ 240,000

## ARTICLE V - RATES AND USE OF THE WATER AND SEWER SYSTEMS

### 5.01. RATE COVERAGE.

The Project Sponsor shall maintain rates and charges for the services furnished by the Water and Sewer Systems which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Project Sponsor shall satisfy the coverage requirements of all Senior Revenue Obligations and parity debt obligations.

### 5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Water or Sewer System without making a charge therefore based on the Project Sponsor's uniform schedule of rates, fees, and charges.

### 5.03. MANDATORY CONNECTIONS.

The Project Sponsor shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

### 5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Water or Sewer System so as to adversely affect Gross Revenues.

### 5.05. MAINTENANCE OF THE WATER AND SEWER SYSTEMS.

The Project Sponsor shall operate and maintain the Water and Sewer Systems in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

### 5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Water and Sewer Systems which it deems desirable and which do not materially reduce the operational integrity of any part of the Water or Sewer System. All such renewals, replacements, additions, modifications and improvements shall become part of the Water and Sewer Systems.

### 5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Water or Sewer System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue the services of the Water and Sewer Systems and use its best efforts to shut off water

service furnished to persons who are delinquent beyond customary grace periods in the payment of Water and Sewer System rates, fees and other charges.

## ARTICLE VI - DEFAULTS AND REMEDIES

### 6.01. EVENTS OF DEFAULT.

Each of the following events is hereby declared an event of default:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsections 6.01(1) and 6.01(7), failure to comply with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement and such failure shall continue for a period of 60 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Water or Sewer System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Water or Sewer System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Failure of the Project Sponsor to give immediate written notice of default to the Department and such failure shall continue for a period of 30 days.

### 6.02. REMEDIES.

Upon any event of default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Water and Sewer Systems, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Water and Sewer Systems and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Water and Sewer Systems, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any unobligated funds due to the Project Sponsor under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State law. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Loan interest rate for a default under Subsection 6.01(1).

#### 6.03. DELAY AND WAIVER.

No delay or omission by the Department to exercise any right or power accruing upon an event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

### ARTICLE VII - THE PLEDGED REVENUES

#### 7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, on equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Project Sponsor under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. Any of the Pledged Revenues may be released from the lien on such Pledged

Revenues in favor of the Department if the Department makes a determination, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

#### 7.02. ADDITIONAL DEBT OBLIGATIONS.

The Project Sponsor may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Project Sponsor demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Water and Sewer Systems and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Project Sponsor and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

### ARTICLE VIII - GENERAL PROVISIONS

#### 8.01. DISCHARGE OF OBLIGATIONS.

All Semiannual Loan payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Project Sponsor shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan and interest, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

#### 8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency's Inspector General for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the date that the Project-specific audit report, required under Subsection 2.03(4), is issued.

#### 8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to offices and other sites where Preconstruction Activities or Project work is ongoing, or has been performed, to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to provide copies of relevant records and statements for inspection.

#### 8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

#### 8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency. A final amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

#### 8.06. ANNULMENT OF AGREEMENT.

The Department may unilaterally annul this Agreement if the Project Sponsor has not drawn any of the Loan proceeds by the date set in Section 10.07 for establishing the Loan Debt Service Account. If the Department unilaterally annuls this Agreement, the Department will provide written notification to the Project Sponsor.

#### 8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

#### 8.08. USE AS MATCHING FUNDS.

The U.S. Environmental Protection Agency provided a class deviation from the Provisions of 40 CFR 35.3125(b)(1) to allow these funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

#### 8.09. COMPLIANCE VERIFICATION.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or

subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at [Parsons.Sheryl@epamail.epa.gov](mailto:Parsons.Sheryl@epamail.epa.gov) and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

8.10. RESERVED.

#### ARTICLE IX - RESERVED

#### ARTICLE X - DETAILS OF FINANCING

##### 10.01. PRINCIPAL AMOUNT OF LOAN.

The estimated principal amount of the Loan is \$245,100, which consists of \$240,000 to be disbursed to the Project Sponsor and \$5,100 of Capitalized Interest.

Capitalized Interest is not disbursed to the Project Sponsor, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the interest rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

##### 10.02. LOAN SERVICE FEE.

The Loan Service Fee is \$4,800 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$240,000. An additional Loan Service Fee amount will be assessed for any additional funding provided by amendment to this Agreement. The fee shall be adjusted downward if adjustment of Project costs results in a Loan decrease, provided that the decrease amendment is executed before the first Semiannual Loan Payment due date.



Interest shall accrue on the Loan Service Fee at the rate, or rates, set for the Loan until the fee is paid. Loan Service Fee interest shall be compounded annually from the effective date of the Loan until six months before the first Semiannual Loan Payment is due at which time it is capitalized. The estimated Loan Service Fee Capitalized Interest is \$210.

#### 10.03. INTEREST RATE.

The rate of interest on the unpaid principal of the Loan amount specified in Section 10.01 is 1.96 percent per annum. However, if this Agreement is not executed by the Project Sponsor and returned to the Department before April 1, 2015, the interest rate may be adjusted. A new interest rate shall be established for any additional funds provided by amendment to this Agreement.

#### 10.04. LOAN TERM.

The Loan shall be repaid in 20 Semiannual Loan Payments.

#### 10.05. REPAYMENT SCHEDULE.

The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the Loan Service Fee and Loan Service Fee capitalized interest and the principle of level debt service. The Department will deduct the Loan Service Fee and all associated interest from the first two payments. The Loan principal and Semiannual Loan Payment amounts may be revised by amendment of the Agreement. After the final disbursement of Loan proceeds, the Loan principal will be adjusted to reflect the actual dates and amounts of disbursements. Accordingly, the Semiannual Loan Payment amount shall be adjusted, taking into consideration any previous payments.

Each Semiannual Loan Payment shall be in the amount of \$7,588 until the payment amount is adjusted by amendment. The interest portion of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan, including Capitalized Interest. Interest also shall be computed on the unpaid balance of the Loan Service Fee and Loan Service Fee capitalized interest. Interest shall be computed as of the due date of each Semiannual Loan Payment.

Unless repayment is deferred by an amendment to this Agreement, Semiannual Loan Payments shall be received by the Department beginning on October 15, 2017 and semiannually thereafter on April 15 and October 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$250,110, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

#### 10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that actual Project costs or Preconstruction Activities allowances have not been determined as of the effective date of this Agreement. An adjustment to Preconstruction Activities allowances may be made due to a

reduction in the scope of work proposed for Loan funding as a result of the facilities planning process. Failure to achieve Department acceptance of plans and specifications for all facilities proposed for Loan funding prior to the date specified in Section 10.07 may cause adjustment of the Preconstruction Activities allowances. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final Project costs and all allowances shall be established in the final amendment. Changes in Project costs or Preconstruction Activities allowances may also occur as a result of the Project Sponsor's audit or the Department's audit.

Preconstruction Activities costs by category are as follows:

Administrative Allowance	\$	12,000
Planning Allowance	\$	78,000
Engineering Allowance	\$	150,000
SUBTOTAL (Disbursable Amount)	\$	240,000
Capitalized Interest	\$	5,100
TOTAL (Loan Principal Amount)	\$	245,100

The listed allowances are the maximum allowable amounts unless this Agreement is amended to provide financing for Construction Related Costs.

#### 10.07. SCHEDULE.

In order to preserve the Department's commitment to provide financing for Construction Related Costs at no greater than the interest rate specified in Section 10.03, the Preconstruction Activities listed under (1) through (4) below shall be completed no later than October 15, 2016.

(1) Completion of the facilities plan, including any specialized studies and responding to comments, and acceptance by the Department.

(2) Completion of plans and specifications for all Project facilities proposed for Loan funding and acceptance by the Department.

(3) Certification of availability of all sites for the proposed facilities.

(4) Department permit for construction of the proposed facilities or publication of notice of intent to issue construction permit.

(5) Reserved.

(6) Reserved.

(7) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than April 15, 2017.

(8) Unless deferred by amendment, provide certifications under Subsection 2.01(10) beginning July 15, 2017, and annually thereafter no later than September 30 of each year until the final Semiannual Loan Payment is made.

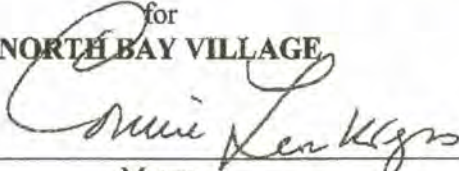
(9) Unless this Agreement is amended to provide construction financing, the first Semiannual Loan Payment in the amount of \$7,588 shall be due October 15, 2017.

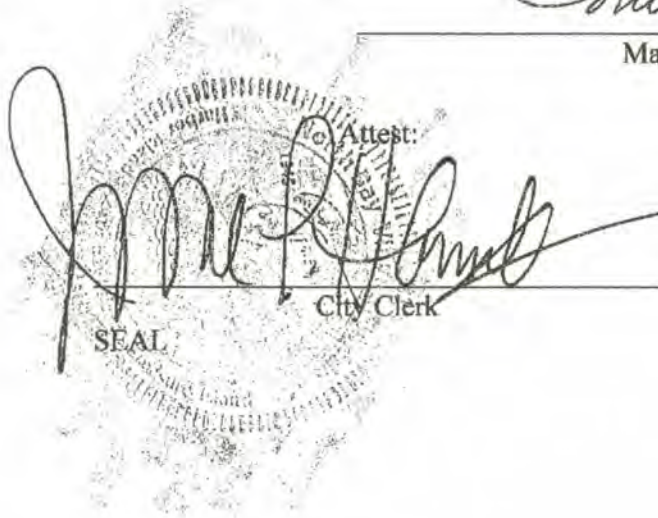
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ARTICLE XI - EXECUTION OF AGREEMENT

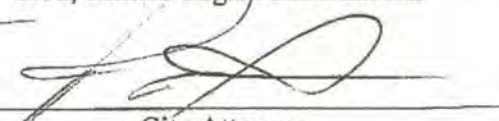
This Loan Agreement DW130420 shall be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Program Administrator and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Program Administrator.

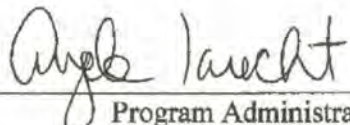
for  
**NORTH BAY VILLAGE**  
  
Mayor



I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

  
City Attorney

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

  
Program Administrator  
State Revolving Fund Management

MAR 09 2015  
Date

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RESOLVING THE MATTER OF CODE ENFORCEMENT FINES IMPOSED AGAINST KARINA GONZALEZ OF 7928 WEST DRIVE, #504, NORTH BAY VILLAGE, FLORIDA; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE SETTLEMENT; TO EXECUTE AND FILE ANY REQUIRED DOCUMENTS WITH THE CLERK OF COURT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY ROBERT L. SWITKES)**

**WHEREAS**, on April 21, 2016, the Code Enforcement Special Master of North Bay Village issued an Order of Enforcement against Karina Gonzalez, of 7928 West Drive, Apt. 504, North Bay Village, FL, imposing fines of \$44,000.00 under Citation No. 2558 for doing wood laminate floor work without permits, in accordance with the Village Code of Ordinances; and

**WHEREAS**, in exchange for the payment of the sum of \$1,000.00 in accordance with the terms and conditions of the settlement, the Village will settle Case # CE-15284 and Citation(s) 2558 and release all liens (if any) existing as the date of this Resolution pertaining to the Code Enforcement Lien and execute any required documents to satisfy such liens.

**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 are incorporated herein by this reference.

**Section 2. Approval of the Settlement.** The Village Commission approves the settlement amount of \$1,000.00 in the matter of the Code Enforcement Fines against Karina Gonzalez, concerning the property at 7928 West Drive, Apt 504, North Bay Village, FL.

**Section 3. Authorization of Village Officials.** The appropriate Village officials are authorized to take any actions necessary to comply with the terms of the settlement.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon its adoption.

The foregoing Resolution was offered by \_\_\_\_\_, who moved for its adoption. This motion was seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

**FINAL VOTE AT ADOPTION:**

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

PASSED and ADOPTED this 27th day of June 2017.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



North Bay Village  
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 24, 2017  
**TO:** Yvonne P. Hamilton, CMC  
Village Clerk  
**FROM:** Robert L. Switkes  
Village Attorney  
**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RESOLVING THE MATTER OF CODE ENFORCEMENT FINES IMPOSED AGAINST KARINA GONZALEZ OF 7928 WEST DR #504, NORTH BAY VILLAGE, FLORIDA; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE SETTLEMENT; TO EXECUTE AND FILE ANY REQUIRED DOCUMENTS WITH THE CLERK OF COURT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

RLS:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson

## **SETTLEMENT AGREEMENT AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE ("Settlement") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2017, by and between Karina Gonzalez of 7928 West Drive, Apt. 504, North Bay Village, Florida 33141 and NORTH BAY VILLAGE, FL (the "Village").

**Whereas**, Karina Gonzalez is the owner of the property located at 7928 West Drive, Apt. 504 in North Bay Village (hereinafter the "Property"); and

**Whereas**, the Property received the following civil citation pursuant to Code Enforcement violations issued by the Village on or about April 21, 2016, and described as follows:

1. Citation No. 2558 issued for doing wood laminate floor work without permits, at \$500.00 per day from 2/28/16 through 5/25/16, totaling \$44,000.00.

IN CONSIDERATION of the mutual promises, covenants, agreements, and releases set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Releases.** The Village, on behalf of itself, its heirs, representatives, successors and assigns, does hereby release and forever discharge Karina Gonzalez of and from any and all manners of claims, actions, causes of actions, agreements, debts and liabilities which Village ever had, now has or may have against any of the above-named parties, for, upon or by reason of any matter arising from or in connection with the Code Enforcement violations issued by the Village regarding Citation No. 2558, as described above.

Karina Gonzalez, on behalf of herself, her heirs, representatives, successors and assigns, does hereby release and forever discharge the Village and their employees, of and from any and all manner of claims, causes of action, agreements, debts and liabilities which she ever had, now has or may have against any of the above-named parties, for, upon or by reason of any matter arising from or in connection with the Code Enforcement violations issued by the Village regarding Citation No. 2558, as described above.

2. **Consideration.** In exchange for the above-referenced mutual promises, covenants, agreements, and releases, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows: Karina Gonzalez agrees to remit payment in the amount of ONE THOUSAND DOLLARS (\$1,000.00) to the Village within seven (7) days of approval of the Settlement by the Village Commission.

3. **Contingent Upon Final Commission Approval.** This Settlement is conditioned upon approval by a final Resolution of the Village Commission.



**IN WITNESS WHEREOF**, the parties have executed this Settlement as of the date first above written.

Witnesses:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
NORTH BAY VILLAGE  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
KARINA GONZALEZ

***[END OF DOCUMENT]***

SPECIAL MAGISTRATE HEARING WEDNESDAY MAY 25<sup>TH</sup> 2016 AT 4:00 P.M.

PROPERTY ADDRESS = 7928 WEST DR #504

CASE # CE-15284

HEARING PACKET CONTAINS:

VILLAGE EXHIBIT (VE) # 1 = CASE HISTORY

VILLAGE EXHIBIT # 2 = CIVIL INFRACTION NOTICE

VILLAGE EXHIBIT # 3 = FINE PAYMENT DOCUMENT

VILLAGE EXHIBIT # 4 = CIVIL CITATION NOTICE #2558

VILLAGE EXHIBIT # 5 = PROPERTY APPRAISER PRINTOUT

VILLAGE EXHIBIT # 6 = MAILING INFORMATION

VILLAGE EXHIBIT # 7 = RETURN UNCLAIMED MAIL

VILLAGE EXHIBIT # 8 = PERMIT INFORMATION FROM BUILDING DEPARTMENT

VILLAGE EXHIBIT # 9 = TWO PHOTO TAKEN ON 7/18/15

VILLAGE EXHIBIT # 10 = PHOTO TAKEN ON 7/18/15

786 617 7977  
Court

## PROPERTY HISTORY

DATE	COMMENTS
7/18/15	CASE # 15284 CIVIL INFRACTION NOTICE ISSUED AND RECEIVED BY OWNER PRESENT AT THE PROPERTY FOR, WOOD LAMINATE FLOOR WITHOUT PERMITS – TOVAR
8/17/15	\$200.00 FINE WAS PAID – TOVAR
2/16/16	CHECKED BUILDING DEPARTMENT RECORDS, STILL NOT PERMIT ON FILE - TOVAR
2/17/16	CITATION #2558 ISSUED FOR DOING WOOD LAMINATE FLOOR WITHOUT A PERMITS – TOVAR
2/28/16	FINES START RUNNING TODAY. – TOVAR
3/23/16	CERTIFIED MAIL CONTAINING CITATION RETURNED MARKED UNCLAIMED – TOVAR
4/21/16	STILL NO PERMIT, CASE SCHEDULED FOR MAY 25,2016 SPECIAL MAGISTRETE HEARING – TOVAR
	<p>FINE CALCULATION:</p> <p><b>CITATION #2558</b> ISSUED FOR WOOD LAMINATE FLOOR WITHOUT A PERMIT = \$500.00 PER DAY + ACCRUAL FROM 2/28/16 TO TODAY 5/25/16 <b>TOTAL FOR CITATION \$44,000.00</b></p> <p style="text-align: right;">VEI</p>



# NORTH BAY VILLAGE CIVIL INFRACTION NOTICE

7715  
00586  
00586

CASE NUMBER CE- 15284

TO: Owner / Agent

THIS NOTICE IS ISSUED TO ADVISE YOU OF THE FOLLOWING CODE VIOLATION/S OF THE CODE OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY AND/OR THE STATE OF FLORIDA

ALLEGED VIOLATION/S LOCATED AT: 7928 West Dr #504  
NORTH BAY VILLAGE, FLORIDA 33141 ----- FOLIO # 23-3209 or File

SECTION 151.11(A)	STRUCTURAL WORK WITHOUT A PERMIT	
SECTION 151.11(A)	ELECTRICAL WORK WITHOUT A PERMIT	
SECTION 151.11(A)	MECHANICAL WORK WITHOUT A PERMIT	
SECTION 151.11(A)	PLUMBING WORK WITHOUT A PERMIT	
SECTION 151.11(A)	FENCE OR WALL CONSTRUCTION WITHOUT A PERMIT	
SECTION 94.15(D)	DUMPSTER WITHOUT A PERMIT	
SECTION 151.11(A)	CONSTRUCTION TRAILER AND SALE MODELS WITHOUT PERMITS	
SECTION 151.11(A)	PAINTING WITHOUT A PERMIT	
SECTION 151.11(A)	ROOF WORK WITHOUT PERMITS	
SECTION 151.11(A)	DEMOLITION WITHOUT A PERMIT	
SECTION 151.11(A)	KITCHEN RENOVATION WITHOUT A PERMIT	
SECTION 151.11(A)	BATHROOM RENOVATION WITHOUT A PERMIT	
SECTION 151.11(A)	SOLAR ENERGY SYSTEM WITHOUT PERMITS	
SECTION 151.11(A)	FLOORING WITHOUT A PERMIT	✓
SECTION 151.11(A)	SANDBLASTING WITHOUT A PERMIT	
SECTION 151.11(A)	PAVING/ASPHALT/RESTRIPING WITHOUT A PERMIT	
SECTION 151.11(A)	A/C WORK WITHOUT PERMITS	
SECTION 100.01(C)(1)a.	TREE REMOVAL WITHOUT PERMITS	
SECTION 151.14	LAND CLEARING WITHOUT PERMITS	
SECTION 152	SIGNS CONSTRUCTED/ERECTED/POSTED WITHOUT PERMITS	
SECTION 151.11(A)	FILMING WITHOUT PERMITS OR FAILING TO COMPLY WITH FILMING REQUIREMENTS	
SECTION 151.11(A)	CRANE, TRUCK OR TRAILER OPERATING ON PUBLIC RIGHT OF WAY WITHOUT PERMIT	
SECTION 151.11(A)	TEMPORARY USE OF PUBLIC PROPERTY VIOLATION	
SECTION 151.11(A)	CONSTRUCTION WORK AFTER HOURS OR ON WEEKENDS WITHOUT EXCEPTION PERMIT	
SECTION 134.04	FALSE STATEMENT ON PERMIT APPLICATION	

TO WIT: Doing Floor without a permit, laminate

CORRECTIVE ACTION: OBTAIN AFTER THE FACT PERMITS, PAY DOUBLE FEE AND \$200.00 FINE.

ALL FAILURE TO OBTAIN REQUIRED PERMITS ARE FINED & CHARGED DOUBLE THE NORMAL PERMIT FEES

1st OFFENSE \$200.00 FINE      2nd. OFFENSE \$300.00 FINE      3rd. OFFENSE \$600.00 FINE  
4th. OFFENSE \$900.00 FINE      OTHER:

CORRECT VIOLATION/S BY: 8-18-15

It is in your best interest to correct the violation/s. For further information or to discuss the terms of this notice, please contact Code Enforcement at (305) 756-7171. Failure to correct the violation/s may result in further enforcement action.

M. TOVAR  
CODE ENFORCEMENT OFFICER

Kanna  
RECEIVED BY/POSTED  
PRINT NAME: Kanna Gonzalez  
TITLE: 280-617-7977

7-18-15  
DATE

NORTH BAY VILLAGE OFFICES, 1666 KENNEDY CAUSEWAY # 300, NORTH BAY VILLAGE, FL 33141 (305) 756-7171

DOCUMENT # PV130001

VER

MM 09/12

16 Kennedy Causeway, 3rd Floor  
North Bay Village, FL 33141

DATE: 8/17/2015 8:34 AM  
OFFENSE: DDF  
TYPE: DF  
COUNT: 2  
ID#: 00010145

# NORTH BAY VILLAGE CIVIL INFRACTION NOTICE

CASE NUMBER CE- 15284

CODE ENFORCEMENT FINES 200.00  
386-08/18/15 BANK OF NEW YORK MELLON  
1ST OFFENSE NO PERMIT 200.00CR

Identified By: KARINA GONZALEZ  
Check 200.00 REF: 449

APPLIED 200.00  
TENDERED 200.00  
CHANGE 0.00

VIOLATING CODE VIOLATION/S OF THE CODE OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY AND/OR THE STATE OF FLORIDA

*Agent*  
*Permit # 504*  
E. FLORIDA 33141 FOLIO # 23-3209 *on File*

WITHOUT A PERMIT	
WITHOUT A PERMIT	
WITHOUT A PERMIT	
WITHOUT A PERMIT	
CONSTRUCTION WITHOUT A PERMIT	
WITHOUT A PERMIT	
RENTAL AND SALE MODELS WITHOUT PERMITS	
WITHOUT A PERMIT	
WITHOUT PERMITS	
WITHOUT A PERMIT	
WITHOUT A PERMIT	

SECTION 151.11(A)	BATHROOM RENOVATION WITHOUT A PERMIT
SECTION 151.11(A)	SOLAR ENERGY SYSTEM WITHOUT PERMITS
SECTION 151.11(A)	FLOORING WITHOUT A PERMIT
SECTION 151.11(A)	SANDBLASTING WITHOUT A PERMIT
SECTION 151.11(A)	PAVING/ASPHALT/RESTRIPING WITHOUT A PERMIT
SECTION 151.11(A)	A/C WORK WITHOUT PERMITS
SECTION 100.01(C)(1)a.	TREE REMOVAL WITHOUT PERMITS
SECTION 151.14	LAND CLEARING WITHOUT PERMITS
SECTION 152	SIGNS CONSTRUCTED/ERECTED/POSTED WITHOUT PERMITS
SECTION 151.11(A)	FILMING WITHOUT PERMITS OR FAILING TO COMPLY WITH FILMING REQUIREMENTS
SECTION 151.11(A)	CRANE, TRUCK OR TRAILER OPERATING ON PUBLIC RIGHT OF WAY WITHOUT PERMIT
SECTION 151.11(A)	TEMPORARY USE OF PUBLIC PROPERTY VIOLATION
SECTION 151.11(A)	CONSTRUCTION WORK AFTER HOURS OR ON WEEKENDS WITHOUT EXCEPTION PERMIT
SECTION 134.04	FALSE STATEMENT ON PERMIT APPLICATION

TO WHOM: *Dairy Floor without a permit laminate*

CORRECTIVE ACTION: OBTAIN AFTER THE FACT PERMITS, PAY DOUBLE FEE AND \$ 200.00 FINE.

ALL FAILURE TO OBTAIN REQUIRED PERMITS ARE FINED & CHARGED DOUBLE THE NORMAL PERMIT FEES  
1st OFFENSE \$200.00 FINE  
2nd OFFENSE \$300.00 FINE  
3rd OFFENSE \$600.00 FINE  
4th OFFENSE \$900.00 FINE  
OTHER:

CORRECT VIOLATION/S BY: 8-18-15

It is in your best interest to correct the violation/s. For further information or to discuss the terms of this notice, please contact Code Enforcement at (305) 756-7171. Failure to correct the violation/s may result in further enforcement action.

*M. Tovar*  
CODE ENFORCEMENT OFFICER

RECEIVED BY/POSTED  
PRINT NAME: *Karina Gonzalez*  
TITLE: *200-612-7977*

NORTH BAY VILLAGE OFFICES, 1666 KENNEDY CAUSEWAY # 300, NORTH BAY VILLAGE, FL 33141 (305) 756-7171

DOCUMENT # PV130001

NORTH BAY VILLAGE # 2558  
 UNIFORM CIVIL CITATION NOTICE

Date Issued: <u>2/17/16</u>	Time Issued: <u>3:24 PM</u> ( ) AM ( ) PM	North Bay Village Officer (Print Name) <u>TDVAR</u>	Repeat Violation: ? Yes ? No <u>X</u>
Name of Violator(s): <u>KARINA B GONZALEZ</u>		Folio # <u>23-3209-036-0270</u>	Courtesy Civil Infraction Notice Issued <u>X</u> Yes ( ) No
Mailing Address: <u>7928 WEST DR # 504</u> <u>N BAY VILLAGE, FL 33141</u>			
This notice summons you to answer the complaint that on <u>2/17/16</u> at <u>3:29 PM</u> (date) (time) committed a violation of Section <u>8-1</u> of the Code of North Bay Village, FL or Miami-Dade County FL. To wit: <u>Doing Floor/Laminate without Permits</u>			
at: <u>7928 West Dr # 504</u> (location of violation)			
Corrective action: <u>Obtain AFTER the fact Permit</u>			
You Shall: 1. Pay the Civil Penalty of <u>\$500</u> on or before <u>2/27/16</u> AND correct the above violation on or before <u>2/27/16</u> OR 2. Request an Administrative Appeal before a Special Magistrate to Appeal the decision of the Code Enforcement/Police Officer on or before <u>3-10-16</u> . (SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)			
IF A PERSON ELECTS TO APPEAL THE CITATION A PENALTY OF UP TO \$500.00 PER DAY MAY BE IMPOSED UPON A DETERMINATION THAT A VIOLATION WAS COMMITTED. IF YOU FAIL TO PAY THE CIVIL PENALTY WITHIN THE TIME LIMIT SPECIFIED ABOVE OR TO APPEAL THE FINE WITHIN 20 CALENDAR DAYS FROM RECEIPT OF THE CIVIL CITATION NOTICE, YOU SHALL BE DEEMED TO HAVE WAIVED YOUR RIGHT TO CONTEST THE CITATION AND A LIEN MAY BE RECORDED AGAINST THE PROPERTY AND THE CITATION MAY BE ENFORCED BY INITIATING AN ENFORCEMENT ACTION IN COUNTY COURT.			
THIS CIVIL PENALTY IS INITIALLY A ONE TIME FINE, HOWEVER, EACH DAY OF CONTINUED VIOLATION AFTER THE TIME PERIOD FOR CORRECTION SHALL BE DEEMED A CONTINUING VIOLATION. FOR EACH DAY THE VIOLATION CONTINUES AFTER THE TIME PERIOD FOR CORRECTION HAS RUN, AN ADDITIONAL PENALTY IN THE SAME AMOUNT AS THE FINE FOR THE ORIGINAL VIOLATION SHALL BE ADDED. I ACKNOWLEDGE RECEIPT OF THIS CIVIL CITATION NOTICE. I UNDERSTAND THAT ACCEPTANCE OF THIS CITATION NOTICE IS NOT AN ADMISSION OF GUILT.			
VIOLATOR		DATE	SERVICE: PERSONAL ( ) MAIL ( ) POSTING ( )
<u>M TDVAR</u> OFFICER SIGNATURE		(305) 765-7171 OR PHONE NUMBER	<u>2/17/16</u> DATE

1  
 CE-15284

VE 4

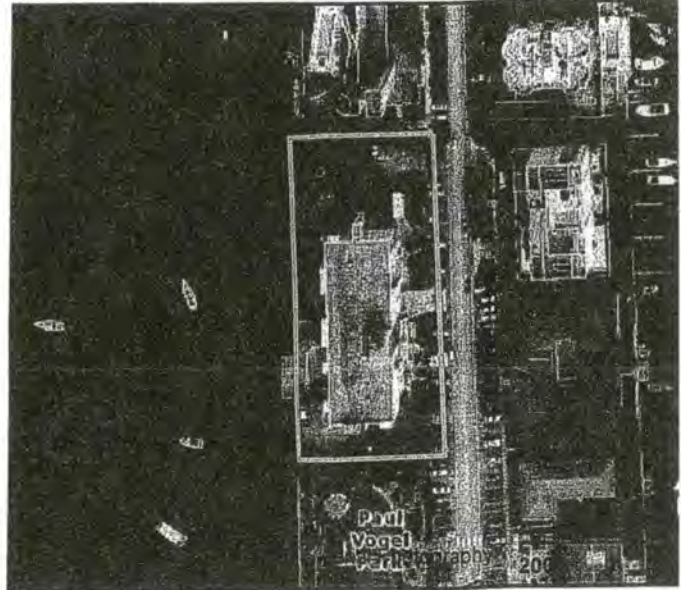


# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 2/17/

Property Information	
Folio:	23-3209-036-0270
Property Address:	7928 WEST DR UNIT: 504 North Bay Village, FL 33141-5552
Owner	KARINA B GONZALEZ
Mailing Address	7928 W DR 504 NORTH BAY VILLAGE, FL 33141 USA
Primary Zone	4100 MULTI-FAMILY - 101+ U/A
Primary Land Use	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	1 / 1 / 0
Floors	0
Living Units	0
Actual Area	Sq. Ft
Living Area	760 Sq.Ft
Adjusted Area	760 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1969



Assessment Information				
Year	2015	2014	2013	
Land Value	\$0	\$0	\$0	
Building Value	\$0	\$0	\$0	
XF Value	\$0	\$0	\$0	
Market Value	\$122,200	\$97,760	\$67,420	
Assessed Value	\$122,200	\$67,977	\$61,798	

Benefits Information				
Benefit	Type	2015	2014	2013
Non-Homestead Cap	Assessment Reduction		\$29,783	\$5,622

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
THE ISLANDER CLUB CONDO	
UNIT 504	
UNDIV .9875%	
INT IN COMMON ELEMENTS	
OFF REC 11097-1209	

Taxable Value Information			
	2015	2014	2013
<b>County</b>			
Exemption Value	\$0	\$0	
Taxable Value	\$122,200	\$67,977	\$61,798
<b>School Board</b>			
Exemption Value	\$0	\$0	
Taxable Value	\$122,200	\$97,760	\$67,420
<b>City</b>			
Exemption Value	\$0	\$0	
Taxable Value	\$122,200	\$67,977	\$61,798
<b>Regional</b>			
Exemption Value	\$0	\$0	
Taxable Value	\$122,200	\$67,977	\$61,798

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
07/08/2015	\$133,100	29726-1470	Financial inst or "In Lieu of Forclosure" stated
12/26/2014	\$100	29446-4319	Financial inst or "In Lieu of Forclosure" stated
09/01/2005	\$180,000	23808-2543	Sales which are qualified
11/01/1993	\$40,000	16171-0392	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

VE-7



TOWAR

**NORTH BAY VILLAGE POLICE DEPARTMENT**  
1841 GALLEON STREET - NORTH BAY VILLAGE, FL 33141

MIAMI  
FL 331  
21 MAR '16  
33141



**RECEIVED**  
MAR 23 2016  
[Signature]



7015 1730 0001 8227 3386  
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE  
**CERTIFIED MAIL**



7015 1730 0001 8227 3386

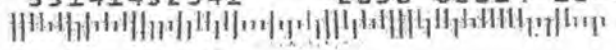
BY: **KARINA B GONZALEZ**  
7928 WEST DR #504  
NORTH BAY VILLAGE FL 33141

NIXIE 333 5E 1 0003/12/16

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 33141432941 \*2838-02814-18-46

33141432941





6389955

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

1. Article Addressed to:

KARINA B GONZALEZ  
 7928 West DR #504  
 N BAY VILLAGE, FL  
 33141



9590 9401 0063 5168 8995 56

2. Article Number (Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

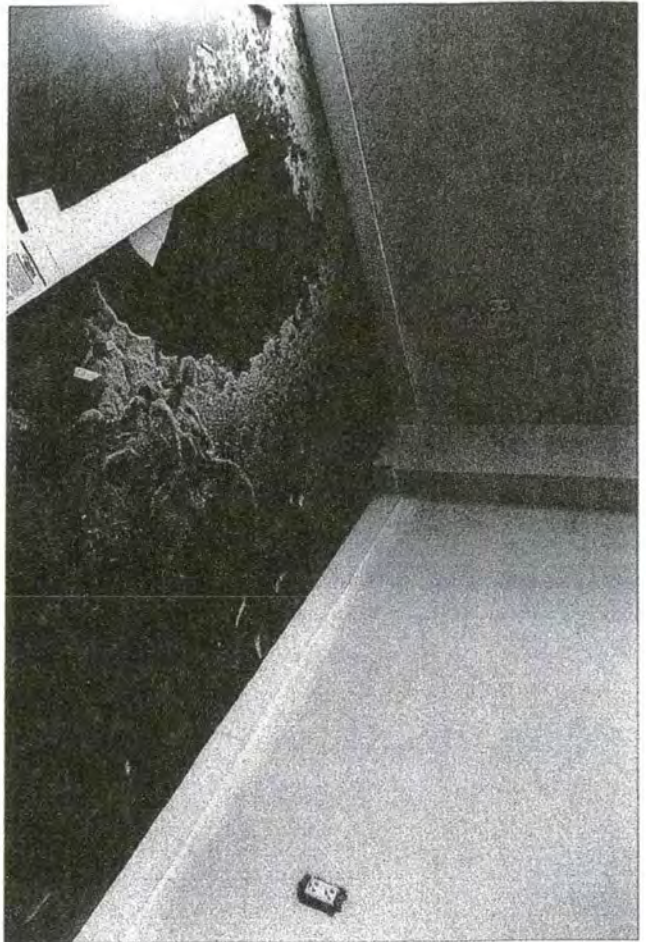
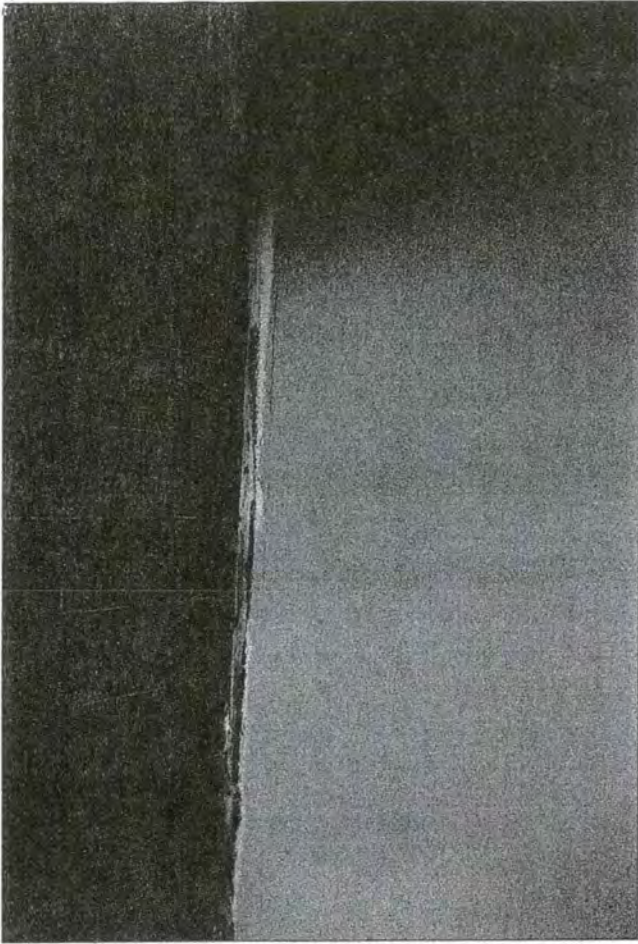
**3. Service Type**

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

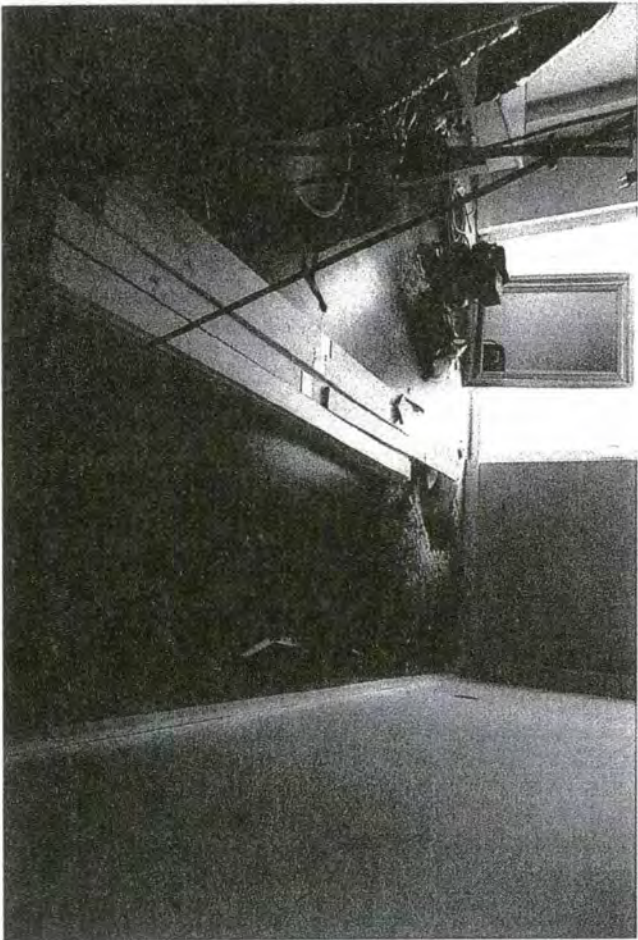
PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

VE 6



7928 West <sup>101</sup> # 504



**Maria Tovar**

---

**From:** Leilani Calzadilla  
**Sent:** Tuesday, May 24, 2016 9:06 AM  
**To:** Maria Tovar  
**Subject:** RE: 7928 West Dr #504

Nope, there is nothing pending in the system at this time.

*Leilani Calzadilla*

Building & Zoning Clerk  
North Bay Village  
1666 Kennedy Causeway, Suite 101  
North Bay Village, FL 33141  
305-754-6740  
[lcalzadilla@nbvillage.com](mailto:lcalzadilla@nbvillage.com)  
[www.nbvillage.com](http://www.nbvillage.com)

---

**From:** Maria Tovar  
**Sent:** Tuesday, May 24, 2016 8:40 AM  
**To:** Leilani Calzadilla ([LCalzadilla@nbvillage.com](mailto:LCalzadilla@nbvillage.com))  
**Subject:** 7928 West Dr #504

Good morning Leilani,

Can you please check if there is a permit for 7928 West Dr #504?

Thanks,

Maria E Tovar  
North Bay Village Police Department  
Code Enforcement Unit  
1666 Kennedy Causeway, Suite 300  
North Bay Village  
FL 33141

VE ✓



7928 West <sup>Av</sup> # 504

7/18/15 met

VE 9 & 10

PERMIT VALID FOR 180 DAYS  
At least one approved  
inspection every 180 days  
Or permit expires

NO CONSTRUCTION  
BEFORE 8AM OR AFTER 5PM  
NO WORK ON SATURDAY OR SUNDAY  
FINAL INSPECTION REQUIRED

For inspections, please visit our website:  
[www.nbvillage.com](http://www.nbvillage.com)  
↳ Village Departments  
↳ Building Department  
↳ Downloadable Forms  
↳ Inspection Request Slip  
↳ e-mail completed form

## North Bay Village

Building Department  
1666 Kennedy Causeway Suite 101  
North Bay Village, FL 33141  
305-754-6740

### MULTI-FAMILY FLOORING PERMIT

PERMIT #: 160000278 DATE ISSUED: 07/08/16

DATE EXPIRES: 01/04/17

JOB ADDRESS: 7928 WEST DR #504

ZONING: \_\_\_\_\_ LOT: \_\_\_\_\_ BLOCK: \_\_\_\_\_

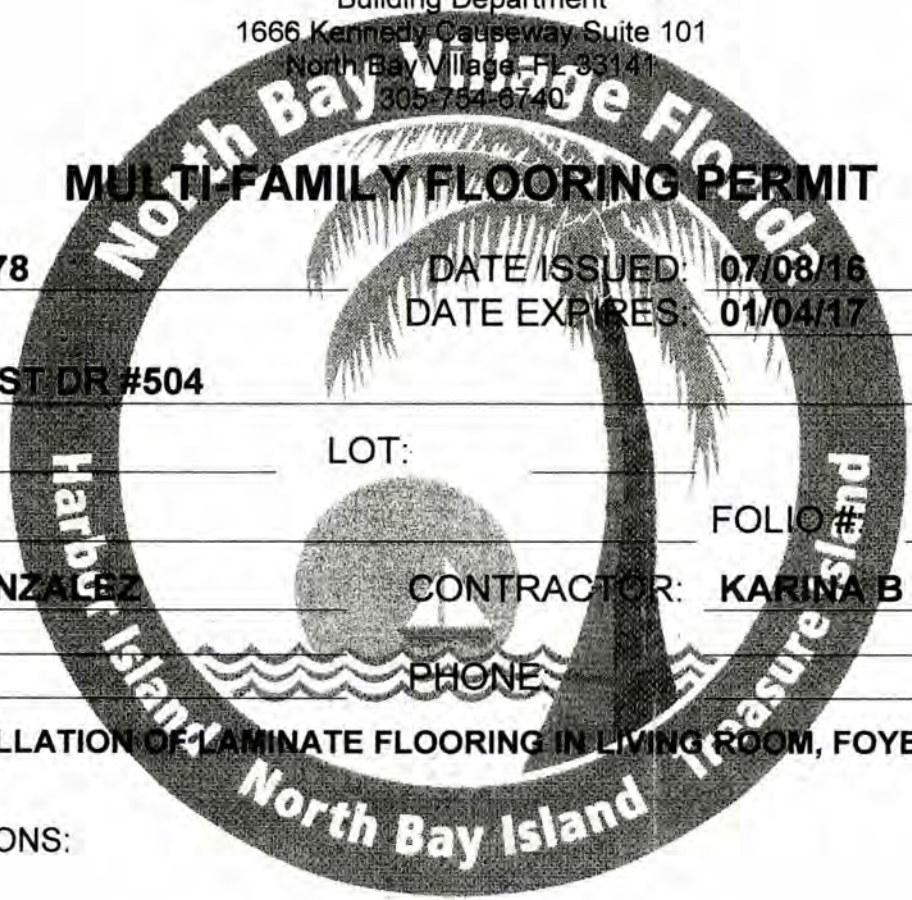
SUBDIVISION: \_\_\_\_\_ FOLIO # \_\_\_\_\_

OWNER: KARINA B GONZALEZ CONTRACTOR: KARINA B GONZALEZ

PHONE: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT DESCRIPTION: INSTALLATION OF LAMINATE FLOORING IN LIVING ROOM, FOYER, AND CLOSETS. (AFTER THE FACT)

PERMIT DESCRIPTION/CONDITIONS:



*Jose*

NORTH BAY VILLAGE, FLORIDA 33141

Bldg. & Zoning Dept.

Inspection Request

Date 7/8/16 Time 9:05 am

Type Insp'n Final  
 Building  Plumbing  Electrical  Mechanical  Plan Review

Permit No. 16 0000278

Name K. Gonzalez

Address 7928 West Dr #504

Called in by  OB  C

Company O/B

Telephone No. 786-617-7977

Caller's Name Karina

Taken By Lailani

For Inspector Rafael

Approved  Yes  No. (Please Check One)

Correction \_\_\_\_\_  
(Describe)

Inspector's Signature Rafael del Castillo

Inspector's Name: \_\_\_\_\_  
(Please Print)

Title

Date Signed

Reinspection Fee:  Yes  No.

Other Comments Monday 7/11/16  
(soundproof approved by  
building)

Total Number of Hours Worked: \_\_\_\_\_

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RESOLVING THE MATTER OF CODE ENFORCEMENT FINES IMPOSED AGAINST BAY VIEW VILLAGES OF 7915 EAST DRIVE, NORTH BAY VILLAGE, FLORIDA; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE SETTLEMENT; TO EXECUTE AND FILE ANY REQUIRED DOCUMENTS WITH THE CLERK OF COURT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY ROBERT L. SWITKES)**

**WHEREAS**, on January 14, 2015, the Code Enforcement Special Master of North Bay Village issued Citations No. 2405, 2406, and 2407 against Bay View Villages at North Bay Condominium Association, Inc., of 7915 East Drive, North Bay Village, FL, imposing fines totaling \$40,450.00 for having outside storage, dumpsters not in enclosures, and junk vehicle storage on the property, in accordance with the Village Code of Ordinances; and

**WHEREAS**, in exchange for the payment of the sum of \$36,405 in accordance with the terms and conditions of the settlement, the Village will settle Case # CE-14694 and CE-14693 and Citation(s) 2405, 2406, and 2407 and release all liens (if any) existing as the date of this Resolution pertaining to the Code Enforcement Lien and execute any required documents to satisfy such liens.

**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 are incorporated herein by this reference.

**Section 2. Approval of the Settlement.** The Village Commission approves the settlement amount of \$36,405 in the matter of the Code Enforcement Fines against Bay View Villages at North Bay Condominium Association, Inc., concerning the property at 7915 East Drive, North Bay Village, Florida.

**Section 3. Authorization of Village Officials.** The appropriate Village officials are authorized to take any actions necessary to comply with the terms of the settlement.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon its adoption.

The foregoing Resolution was offered by \_\_\_\_\_, who moved for its adoption. This motion was seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

**FINAL VOTE AT ADOPTION:**

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

PASSED and ADOPTED this 27th day of June 2017.

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

**ATTEST:**

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



**APPROVED AS TO FORM:**

---

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

North Bay Village Resolution: Settlement Agreement with Bay View Villages- Code Enforcement Fines – 7915 East Drive



**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)

**MEMORANDUM**

**North Bay Village**

**DATE:** April 28, 2017  
**TO:** Yvonne P. Hamilton, CMC  
Village Clerk  
**FROM:** Robert L. Switkes  
Village Attorney  
**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RESOLVING THE MATTER OF CODE ENFORCEMENT FINES IMPOSED AGAINST BAY VIEW VILLAGES OF 7915 EAST DRIVE, NORTH BAY VILLAGE, FLORIDA; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE SETTLEMENT; TO EXECUTE AND FILE ANY REQUIRED DOCUMENTS WITH THE CLERK OF COURT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
**Connie Leon-Kreps**

Vice Mayor  
**Eddie Lim**

Commissioner  
**Jose R. Alvarez**

Commissioner  
**Dr. Douglas N. Hornsby**

Commissioner  
**Andreana Jackson**

## **SETTLEMENT AGREEMENT AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE ("Settlement") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2017, by and between Bay View Villages at North Bay Condominium Association, Inc. ("Bay View Villages") of 7915 East Drive, North Bay Village, Florida 33141 and NORTH BAY VILLAGE, FL (the "Village").

**Whereas**, Bay View Villages is the owner of the property located at 7915 East Drive, North Bay Village, Florida 33141 (hereinafter the "Property"); and

**Whereas**, the Property received the following civil citations pursuant to Code Enforcement violations issued by the Village in 2015, totaling \$40,450.00, and described as follows:

1. Citation No. 2405 issued for outside storage, totaling \$27,675 after accruals.
2. Citation No. 2406 issued for dumpsters not in enclosure, totaling \$6,075 after accruals.
3. Citation No. 2407 issued for junk vehicles stored on property, totaling \$27,675 after accruals; however Citation No. 2407 was dismissed at the special magistrate hearing, and a fine of \$6,700 was imposed at the hearing for non-compliance.

IN CONSIDERATION of the mutual promises, covenants, agreements, and releases set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Releases.** The Village, on behalf of itself, its heirs, representatives, successors and assigns, does hereby release and forever discharge Bay View Villages of and from any and all manners of claims, actions, causes of actions, agreements, debts and liabilities which Village ever had, now has or may have against any of the above-named parties, for, upon or by reason of any matter arising from or in connection with the Code Enforcement violations issued by the Village regarding Citations No. 2405, 2406, and 2407, as described above.

**2.** Bay View Villages, on behalf of itself, its heirs, representatives, successors and assigns, does hereby release and forever discharge the Village and their employees, of and from any and all manner of claims, causes of action, agreements, debts and liabilities which it ever had, now has or may have against any of the above-named parties, for, upon or by reason of any matter arising from or in connection with the Code Enforcement violations issued by the Village regarding Citations No. 2405, 2406, and 2407, as described above.

3. **Consideration.** In exchange for the above-referenced mutual promises, covenants, agreements, and releases, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows: Bay View Villages agrees to remit payment in the amount of THIRTY-SIX THOUSAND FOUR HUNDRED AND FIVE DOLLARS (\$36,405.00) to the Village within seven (7) days of approval of the Settlement by the Village Commission.

4. **Contingent Upon Final Commission Approval.** This Settlement is conditioned upon approval by a final Resolution of the Village Commission.

**IN WITNESS WHEREOF**, the parties have executed this Settlement as of the date first above written.

Witnesses:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
NORTH BAY VILLAGE

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
BAY VIEW VILLAGES AT NORTH BAY  
CONDOMINIUM ASSOCIATION, INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

***[END OF DOCUMENT]***

## 7915 EAST DRIVE

### CASE HISTORY

DATE	COMMENTS
NOVEMBER 9, 2014	CE-14693 CIVIL INFRACTION NOTICE ISSUED FOR JUNK VEHICLES, TRASH, RUBBISH, DEBRIS AND OUTSIDE STORAGE
NOVEMBER 9, 2014	CE-14694 CIVIL INFRACTION NOTICE ISSUED FOR PROPERTY HAVING NO DUMPSTER ENCLOSURES
JANUARY 14, 2015	CE-14694 CITATION # 2406 ISSUED FOR DUMPSTERS STORED OUTSIDE WITH NO DUMPSTER ENCLOSURES - POSTED AND COPY SENT VIA CERTIFIED MAIL
JANUARY 14, 2015	CE-14693 CITATION # 2405 ISSUED FOR OUTSIDE STORAGE & CITATION # 2407 ISSUED FOR JUNK VEHICLES STORED ON THE PROPERTY - POSTED AND COPY SENT VIA CERTIFIED MAIL
JANUARY 21, 2015	MET AT THE VILLAGE OFFICES WITH THE PROPERTY MANAGER TO DISCUSS THE ABOVE CITATIONS WHICH HE RECEIVED
JANUARY 22, 2015	NO IMPROVEMENTS AT THE PROPERTY
JANUARY 23, 2015	RECEIVED SEPARATE WRITTEN LETTERS FROM THE PROPERTY MANAGEMENT COMPANY REQUESTING A HEARING TO APPEAL EACH OF THE CITATIONS LISTED ABOVE
FEBRUARY 2, 2015	ONE VEHICLE A MERCEDES NOW HAS A VALID TAG, NO OTHER IMPROVEMENTS
JUNE 9, 2015	TOOK PICTURES FOR TOMORROWS HEARING
JUNE 10, 2015	<p>SPECIAL MAGISTRATE HEARING SET FOR TODAY, TOOK PICTURES OF VIOLATIONS CITED. ALL VIOLATIONS CITED STILL EXIST.</p> <p>CITATION# 2405 FOR OUTSIDE STORAGE INITIAL FINE = \$200 ACCRUED FROM 1/25/15 TO TODAY IS 137 DAYS. <math>137 \times \\$200 = \\$27,400</math> + INITIAL \$200 + HEARING COSTS OF \$75.00 TOTAL DUE = \$27,675.00</p> <p>CITATION# 2406 FOR DUMPSTERS NOT IN ENCLOSURE INITIAL FINE = \$50 ACCRUED FROM 2/15/15 TO TODAY IS 116 DAYS. <math>116 \times \\$50 = \\$5,800</math> + INITIAL \$50 + HEARING COSTS OF \$75.00 TOTAL DUE = \$6,075.00</p> <p>CITATION# 2405 FOR OUTSIDE STORAGE INITIAL FINE = \$200 ACCRUED FROM 1/25/15 TO TODAY IS 137 DAYS. <math>137 \times \\$200 = \\$27,400</math> + INITIAL \$200 + HEARING COSTS OF \$75.00 TOTAL DUE = \$27,675.00</p> <p>TOTAL DUE TO HEARING DATE \$61,425.00</p>

<p><b>JUNE 10, 2015</b></p>	<p>AT TODAYS SPECIAL MAGISTRATE HEARING UNDER CASE CE 15-0002 THE MAGISTRATE ALLOWED AN ADDITIONAL 45 DAYS TO OBTAIN PERMITS &amp; CONSTRUCT A DUMPSTER ENCLOSURE. FAILURE TO DO SO WILL RESULT IN \$50.00 PER DAY FINE.</p> <p>7 DAYS WERE ALLOWED TO REMOVE ALL ILLEGAL OUTSIDE STORAGE OR A FINE OF \$50.00 PER DAY WILL APPLY FOR EACH DAY IN VIOLATION.</p> <p>OUTSIDE STORAGE TO COMPLY BY JUNE 18, 2015</p> <p>DUMPSTER ENCLOSURE TO OBTAIN PERMITS &amp; CONSTRUCT BY JULY 25, 2015</p> <p>FAILURE TO COMPLY WITHIN THE TIME FRAME LISTED WILL RESULT IN THE IMPOSITION OF THE OUTSTANDING FINES OF \$61,425.00 + \$50.00 FOR EACH DAY OF CONTINUING NON COMPLIANCE- MURRAY</p>
<p><b>JULY 22, 2015</b></p>	<p>NOT IN COMPLIANCE CONTINUE FINE ON OUTDOOR STORAGE, NO PERMIT YET ON DUMPSTER ENCLOSURE – MET WITH THE MAINTENANCE SUPERVISOR ALVARO GOMEZ &amp; LORENZO COSTA WHO IS THE MANAGING DIRECTOR OF THE COMPANY THAT OWNS THE PROPERTY, HIS PHONE # IN ITALY IS +393357733433 - MURRAY</p>
<p><b>AUGUST 13, 2015</b></p>	<p>SPOKE BY PHONE WITH THE ARCHITECT FOR THIS PROPERTY - MURRAY</p>
<p><b>AUGUST 23, 2015</b></p>	<p>THE ORIGINAL OUTSIDE STORAGE ITEMS CITED HAVE BEEN REMOVED COMPLY WITH YESTERDAYS DATE OF 8/22/15</p>
<p><b>AUGUST 25, 2015</b></p>	<p>PERMIT # 150000209 ISSUED TODAY FOR AFTER THE FACT DEMOLITION OF PLANTER</p> <p>PERMIT # 150000187 ISSUED TODAY FOR FENCE AND GARBAGE ENCLOSURE INCLUDING SLAB - MURRAY</p>
<p><b>OCTOBER 13, 2015</b></p>	<p>DUMPSTER ENCLOSURE PASSED FINAL INSPECTION TODAY AT 2:50 P.M. STOP ACCRUED FINES.</p>
	<p>FINE CALCULATION:</p> <p>CITATION # 2405 FOR OUTSIDE STORAGE TO COMPLY BY JUNE 18, 2015 OR A FINE OF \$50.00 PER DAY. COMPLIANCE DATE WAS AUGUST 22, 2015 FINE RAN FOR 55 DAYS = 55 X \$50.00 = \$2,750.00</p> <p>CITATION # 2406 FOR NO DUMPSTER ENCLOSURE TO COMPLY BY JULY 25, 2015 OR A FINE OF \$50.00 PER DAY. COMPLIANCE DATE WAS OCTOBER 13, 2015 FINE RAN FOR 79 DAYS = 79 X \$50.00 = \$3,950.00</p> <p>FINES DUE = \$6,700.00 + \$61,425.00 = \$68,125.00 - MURRAY</p>
<p><b>FEBRUARY 1, 2016</b></p>	<p>BUILDING MANAGER VISITED STAFF AT THE VILLAGE OFFICES REFERENCE CASE HISTORY ENTRY DATED JUNE 10, 2015</p>

**FEBRUARY 4,  
2016**

**MAURICE & MARIA LISTENED TO THE TAPE RECORDING OF THE HEARING FROM JUNE 10, 2015 HEARING. THE ENTRY ON JUNE 10 SHOULD HAVE READ AS FOLLOWS:**

**CITATION# 2405 FOR OUTSIDE STORAGE INITIAL FINE = \$200 ACCRUED FROM 1/25/15 TO TODAY IS 137 DAYS.  $137 \times \$200 = \$27,400$  + INITIAL \$200 + HEARING COSTS OF \$75.00 TOTAL DUE = \$27,675.00**

**CITATION# 2406 FOR DUMPSTERS NOT IN ENCLOSURE INITIAL FINE = \$50 ACCRUED FROM 2/15/15 TO TODAY IS 116 DAYS.  $116 \times \$50 = \$5,800$  + INITIAL \$50 + HEARING COSTS OF \$75.00 TOTAL DUE = \$6,075.00**

**CITATION# 2407 FOR JUNK VEHICLES STORED ON THE PROPERTY INITIAL FINE = \$200 ACCRUED FROM 1/25/15 TO TODAY IS 137 DAYS.  $137 \times \$200 = \$27,400$  + INITIAL \$200 + HEARING COSTS OF \$75.00 TOTAL DUE = \$27,675.00**

**TOTAL DUE TO HEARING DATE \$61,425.00**

**AT THE SPECIAL MAGISTRATE HEARING THE ACCRUED FINES ON CITATIONS 2405 & 2406 WERE IMPOSED AND CITATION 2407 WAS DISMISSED.**

**FOLLOWING THIS RULING THE ACCRUED FINES ARE:**

**CITATION # 2405 = \$27,675.00**

**CITATION # 2406= \$6,075.00**

**CITATION # 2407 = \$0- DISMISSED**

**TOTAL ACCRUED FINES = \$33,750.00**

**+ FINES IMPOSED AT HEARING FOR NON COMPLIANCE REFERRED TO IN ABOVE ENTRY ON "FINE CALCULATION" = \$6,700.00**

**TOTAL DUE = \$40,450.00 - MURRAY**

PERMIT VALID FOR 180 DAYS  
At least one approved  
Inspection every 180 days  
Or permit expires

NO CONSTRUCTION  
BEFORE 8AM OR AFTER 5PM  
NO WORK ON SATURDAY OR SUNDAY  
FINAL INSPECTION REQUIRED

For inspections, please visit our website:  
[www.nbvillage.com](http://www.nbvillage.com)  
↳ Village Departments  
↳ Building Department  
↳ Downloadable Forms  
↳ Inspection Request Slip  
↳ e-mail completed form

## North Bay Village

Building Department  
1666 Kennedy Causeway Suite 101  
North Bay Village, FL 33141  
305-754-6740

### MULTI FAMILY ALTERATIONS PERMIT

PERMIT #: 150000187 DATE ISSUED: 08/25/15  
DATE EXPIRES: 02/21/16

JOB ADDRESS: 7915 EAST DR

ZONING: RM-70 MF RESIDENTIAL LOT: \_\_\_\_\_ BLOCK: \_\_\_\_\_

SUBDIVISION: HARBOR ISLAND FOLIO #: 2332090610010 TO 0410

OWNER: BAYVIEW VILLAGES AT NORTH BAY CONTRACTOR: LUIS LEON  
SUNTECH DEVELOPMENT

PHONE: \_\_\_\_\_ PHONE: 305-799-5678

PROJECT DESCRIPTION: **INSTALL NEW FENCE AND GARBAGE ENCLOSURE, AND POUR NEW CONCRETE SLAB FOR DUMPSTER.**

PERMIT DESCRIPTION/CONDITIONS:



*Closed*

NORTH BAY VILLAGE, FLORIDA 33141

Bldg. & Zoning Dept.

Inspection Request

Date 10/13/15 Time 2:50PM

Type Insp'n Final - Fence

Building  Plumbing  Electrical  Mechanical  Plan Review

Permit No. 150000187 (Beag)

Name Bay View Villages

Address 7915 East Dr

Called in by  OB  C

Company Duntech

Telephone No. 305-505-5880

Caller's Name Donilo

Taken By Rafael

For Inspector Rafael

Approved  Yes  No. (Please Check One)

Correction \_\_\_\_\_  
(Describe)

Inspector's Signature Rafael

Inspector's Name: Rafael  
(Please Print)

Title \_\_\_\_\_

Date Signed 10/14/15

Reinspection Fee:  Yes  No.

Other Comments Wednesday 10/14/15

Total Number of Hours Worked: \_\_\_\_\_



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

9F

**NORTH BAY VILLAGE**  
**RECOMMENDATION MEMORANDUM**

**DATE:** May 19, 2017

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

**RECOMMENDED BY MANAGER:** Frank K. Rollason, Village Manager

**PRESENTED BY:** Frank K. Rollason, Village Manager

**SUBJECT:** Extension of FDOT Contract for Causeway Landscape Maintenance

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**RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution approving the renewal of FDOT Contract No. AS368 for the landscaping maintenance of the Kennedy Causeway within the corporate limits of North Bay Village, and further authorizing the Village Manager to enter into the contract renewal beginning November 3, 2017 and ending on November 2, 2018 with an annual FDOT payment to the Village for said maintenance in the amount of \$2,836.00.

**BACKGROUND:**

The Village entered into the Original Agreement with FDOT (Contract No. AS368) on November 2, 2016, for a one-year period for the landscape maintenance of the Kennedy Causeway within the corporate limits of North Bay Village. On May 18, 2017, FDOT requested in writing that they desire to renew the agreement for an additional year ending on November 3, 2018. Compensation from FDOT for the renewal period will continue to be an annual amount of \$2,836.00 to be paid quarterly as agreed-upon in the original agreement. It is in the best interest of the Village to continue this contract, which will provide funding to help off-set the Village's costs for landscaping maintenance services above the standard required by FDOT.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson

**FINANCIAL IMPACT:**

The renewal of this agreement for an additional year will result in a positive cash flow to the Village in the amount of \$2,836.00.

**PERSONNEL IMPACT:**

None

**CONTACT:**

Ray Rammo, Acting Director of Public Works



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)

**MEMORANDUM**  
**North Bay Village**

**DATE:** May 19, 2017  
**TO:** Yvonne P. Hamilton, CMC  
Village Clerk  
**FROM:** Frank K. Rollason  
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 RENEWAL OF FDOT CONTRACT NO. AS368 FOR THE LANDSCAPING MAINTENANCE OF THE KENNEDY CAUSEWAY WITHIN THE CORPORATE LIMITS OF NORTH BAY VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE CONTRACT RENEWAL BEGINNING NOVEMBER 3, 2017 AND ENDING ON NOVEMBER 2, 2018 WITH AN ANNUAL FDOT PAYMENT TO THE VILLAGE FOR SAID MAINTENANCE IN THE AMOUNT OF \$2,836.00; SETTING AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RENEWAL OF FDOT CONTRACT NO. AS368 FOR THE LANDSCAPING MAINTENANCE OF THE KENNEDY CAUSEWAY WITHIN THE CORPORATE LIMITS OF NORTH BAY VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE CONTRACT RENEWAL BEGINNING NOVEMBER 3, 2017 AND ENDING ON NOVEMBER 2, 2018 WITH AN ANNUAL FDOT PAYMENT TO THE VILLAGE FOR SAID MAINTENANCE IN THE AMOUNT OF \$2,836.00; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, North Bay Village ("the Village") entered into a contract (No. AS368) with Florida Department of Transportation (FDOT) on November 2, 2016, for a one-year period, for the landscape maintenance of the Kennedy Causeway within the corporate limits of the Village; and

**WHEREAS**, the existing FDOT contract is set to expire on November 3, 2017; and

**WHEREAS**, FDOT has requested in writing that they desire to renew this agreement for an additional year ending on November 3, 2018; and

**WHEREAS**, FDOT will continue to pay North Bay Village an annual amount of \$2,836.00 in quarterly installments as agreed-upon; and

**WHEREAS**, it is in the best interest of the Village to continue this contract, which will provide funding to off-set the costs of landscaping maintenance above the standard required by FDOT.

**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 Contract Renewal.** FDOT Contract No. AS368 between North Bay Village and FDOT attached hereto as Exhibit 1, wherein FDOT will remit an annual payment of \$2,836.00 to North Bay Village on a quarterly basis for the landscape maintenance of the Kennedy Causeway within the corporate limits of North Bay Village, as stipulated in "Exhibit A" of the original contract, is hereby approved.

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all action necessary to implement the terms and conditions of the contract.

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

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

The foregoing Resolution was offered by \_\_\_\_\_, who moved for its adoption. This motion was seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this \_\_\_\_ day of June 2017.

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

**ATTEST:**

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

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

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

## Frank Rollason

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**From:** Frank Rollason  
**Sent:** Friday, May 19, 2017 7:07 AM  
**To:** 'nysha.gordon@dot.state.fl.us'  
**Cc:** Al-Said, Khaled (Khaled.Al-Said@dot.state.fl.us); Yvonne Hamilton; Raymond Rammo; Timothy Smith; Evelyn Herbello (EHerbello@nbvillage.com); Jenice Rosado; Jenorgen Guillen (JGuillen@nbvillage.com)  
**Subject:** AS368-R1\_FIN#252473-2-78-03-DFA-North Bay Village-Renewal Notice  
**Attachments:** AS368-R1\_Renewal Notice.pdf

Nysha, yes, we will renew. However, this will need to go before the Commission for approval and our next meeting will take place on June 13<sup>th</sup>. This item will be placed on the June 13<sup>th</sup> Commission Agenda for action and the requested executed Resolution and accompanying paperwork will be submitted to FDOT as soon as it is available. In that our current contract does not expire until Nov 2, 2017, you will have the renewal documentation well below that expiration date, Frank.

Frank Rollason, Village Manager  
North Bay Village  
1666 Kennedy Causeway, Ste 300  
Tel: 305-756-7171 Ext 21  
Fax: 305-756-7722  
Mobile: 305-299-7300  
[frollason@nbvillage.com](mailto:frollason@nbvillage.com)  
[www.nbvillage.com](http://www.nbvillage.com)

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**From:** Gordon, Nysha [<mailto:Nysha.Gordon@dot.state.fl.us>]  
**Sent:** Thursday, May 18, 2017 2:49 PM  
**To:** Frank Rollason  
**Cc:** Al-Said, Khaled; Jain, Shamita; Rodriguez, Grace; Yvonne Hamilton  
**Subject:** AS368-R1\_FIN#252473-2-78-03-DFA-North Bay Village-Renewal Notice

Dear Mr. Rollason:

The Florida Department of Transportation desires to renew the agreement referenced above. If your village desires to renew this agreement, attached please find copies of each form as listed below.

Two (2) sets of copies must be completed, executed and returned along with the updated Resolution.

1. Submit your village's updated Resolution
2. Contract Renewal Form #375-020-23 (1 page)
3. E-Verify Form #375-040-68 (1 page)

Please send all requested forms and information on or before Wednesday June 7<sup>th</sup>, 2017 to:

Nysha Gordon  
1000 Northwest 111th Avenue, Room #6205B  
Miami, Florida 33172-5800

If you have any further questions, please let us know.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONTRACT RENEWAL**

375-020-23  
CONTRACTS ADMINISTRATION  
0GC - 04/06

Contract No.: AS368 Renewal: (1st, 2nd, etc.) 1st  
Financial Project No(s): 252473-2-78-03  
County(ies): Miami-Dade

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the State of Florida Department of Transportation, hereinafter called "Department", and North Bay Village 1666 Kennedy Causeway 3rd Floor, North Bay Village, FL 33141 hereinafter called "Contractor".  
(This date to be entered by DOT only.)

**WITNESSETH:**

WHEREAS, the Department and the Contractor heretofore on this 2nd day of November, 2016 entered into an Agreement whereby the Department retained the Contractor to perform maintenance of all turf and landscape areas within the right-of-way on the State Roads described in "Exhibit A" of the original contract.  
(This date to be entered by DOT only)

\_\_\_\_\_ ; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 3rd day of November, 2017 and ending the 2nd day of November, 2018 at a cost of \$ 2,836.00

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

North Bay Village  
Name of Contractor

\_\_\_\_\_  
Contractor Name and Title

BY: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
City State

By: \_\_\_\_\_  
Florida Licensed Insurance Agent or Date  
Attorney-In-Fact (Signature)

Countersigned: \_\_\_\_\_  
Florida Licensed Insurance Agent Date

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
District Secretary or Designee (Signature)

Title: \_\_\_\_\_

(SEAL) Legal: \_\_\_\_\_

Fiscal: \_\_\_\_\_  
Approval as to Availability of Funds



Contract No: AS368-R1  
Financial Project No(s): 252473-2-78-03  
Project Description: Turf and Landscape Maintenance Department Funded Agreement

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: North Bay Village

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

**TURF AND LANDSCAPE MAINTENANCE  
DEPARTMENT FUNDED AGREEMENT  
BETWEEN THE  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
NORTH BAY VILLAGE**

This Agreement, is made and entered into this 2<sup>nd</sup> day of November, 2016 by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and North Bay Village, a municipal corporation of the State of Florida, hereinafter referred to as the 'LOCAL GOVERNMENT'.

**RECITALS:**

**WHEREAS**, the DEPARTMENT has jurisdiction and maintains State Road (S.R.) 934/Kennedy Causeway corridor in the LOCAL GOVERNMENT; and

**WHEREAS**, the DEPARTMENT, at the LOCAL GOVERNMENT's request, has agreed to compensate the LOCAL GOVERNMENT for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

**WHEREAS**, the LOCAL GOVERNMENT recognizes that the State Right-of-Way contains turf and landscape, which requires ongoing maintenance; and

**WHEREAS**, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number **252473-2-78-03**, and has agreed to compensate the LOCAL GOVERNMENT for turf and landscape maintenance services as further described in Exhibit "A" – Scope of Services, and in accordance with the provisions of Exhibit "B", Financial Summary, which exhibits are attached hereto, and incorporated by reference; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.)**;

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. INCORPORATION OF RECITALS**

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

## 2. GENERAL REQUIREMENTS AND OBLIGATIONS OF THE PARTIES

- a. The LOCAL GOVERNMENT shall submit this Agreement to its LOCAL GOVERNMENT Council/Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "D" - Local Government's Resolution, and is herein incorporated by reference.
- b. The LOCAL GOVERNMENT shall not commence the PROJECT until the effective date of this Agreement, which shall be the date reflected on page 1, and the DEPARTMENT shall not compensate the LOCAL GOVERNMENT for any PROJECT work undertaken prior to the effective date of this Agreement.
- c. The LOCAL GOVERNMENT shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way (the project limits) as described in Exhibit "A"
- d. The LOCAL GOVERNMENT shall be responsible for performing the required maintenance within the project limits with the minimum frequencies stipulated in Exhibit "A".
- e. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program", and Index 546 of the latest FDOT Design Standards.
- f. Before the LOCAL GOVERNMENT starts the work, the DEPARTMENT shall be notified, via fax or e-mail. The fax or e-mail shall be sent to the attention of the North Miami-Dade Maintenance Engineer, Alex Perez, P.E. at (305)640-7165 or [alex.perez@dot.state.fl.us](mailto:alex.perez@dot.state.fl.us)
- g. The LOCAL GOVERNMENT shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the LOCAL GOVERNMENT.
- h. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.
- i. The LOCAL GOVERNMENT shall not plant additional landscaping within the limits of the PROJECT, without prior written approval by the DEPARTMENT, in accordance with Florida Administrative Code Rule 14-40.003. Such approval shall be in the form

of a separate written agreement that will require the LOCAL GOVERNMENT to properly construct and maintain the additional landscaping without compensation from the DEPARTMENT.

- j. This Agreement shall not obligate the DEPARTMENT to pay the LOCAL GOVERNMENT to maintain any additional landscaping, planted after the effective date of this Agreement, within the limits of the PROJECT, and shall not obligate the LOCAL GOVERNMENT to maintain any such additional landscaping.
- k. Payments to the LOCAL GOVERNMENT shall be made in accordance with Sections 3 and 5 of this Agreement.

### 3. FINANCIAL PROVISIONS

a. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT, up to the maximum participating annual amount of \$2,836.00 for completion of the services described in Exhibit "A" – Scope of Services. The method of compensation is included in Exhibit "B".

b. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT, identified as PROJECT Number 252473-2-78-03, and the quantifiable, measurable, and verifiable units of deliverables, consisting of the performance measures services required to perform the PROJECT Scope of Services described in Exhibit "A". (Section 287.058(1)(d) and (e), F.S.),

c. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A", accompanied by the duly executed certification document in Exhibit "C", thereby establishing that the Scope of Services described in Exhibit "A" have been completed. Deliverables must be received and accepted in writing by the DEPARTMENT's PROJECT Manager prior to payments. (Section 287.058 (1)(a), F.S.)

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT, or performed by the LOCAL GOVERNMENT, and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" – Scope of Services was met (see Exhibit "C" – Turf and Landscape JPA Certification Document).

e. There shall be no reimbursement or compensation for travel expenses under this Agreement.

f. Payment shall be made only after receipt and approval of goods and/or services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT.

The LOCAL GOVERNMENT shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term. (Section 287.058(1)(h), F.S.).

The LOCAL GOVERNMENT providing goods and/or services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. (Section 215.422(1), F.S.).

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the LOCAL GOVERNMENT. Interest penalties of less than one (1) dollar will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices that have to be returned to LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. (Section 215.422(3)(b), F.S.)

A Vendor Ombudsman has been established within the DEPARTMENT of Financial Services. The duties of this individual include acting as an advocate for LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516. (Section 215.422(5) and (7), F.S.)

g. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT's general accounting records and the PROJECT records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. (Section 287.058(4), F.S.)

h. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

i. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (Section 216.311, F.S.)

j. The LOCAL GOVERNMENT shall:

i. Utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii. Expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. (Executive Order Number 2011-02).

The LOCAL GOVERNMENT shall insert the above clause into any contract entered

into by the LOCAL GOVERNMENT with vendors or contractors hired by the LOCAL GOVERNMENT for purposes of performing its duties under this Agreement.

#### 4. COMMUNICATIONS

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation  
1000 NW 111<sup>th</sup> Avenue, Room 6205  
Miami, Florida 33172-5800  
Attention: District Maintenance Engineer

To LOCAL GOVERNMENT: North Bay Village  
1666 Kennedy Causeway, 3<sup>rd</sup> Floor  
North Bay Village, Florida 33141  
Attention: Village Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

#### 5. INVOICING

- a. The LOCAL GOVERNMENT shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include a completed Turf and Landscape JPA Work Certification Document (Exhibit "C") certifying that the goods and/or services to be completed and paid under this Agreement have been satisfactorily completed and delivered in accordance with the required Scope of Work in Exhibit "A".
- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the LOCAL GOVERNMENT from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the LOCAL GOVERNMENT for the actual work it performs.
  - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the LOCAL GOVERNMENT from performing its work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, payment

will be prorated within the quarter in which termination occurs. The prorated payment shall be for approved work meeting the requirements stipulated in this Agreement.

#### 6. FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** Deliverable(s) must be received and accepted in writing by the Contract Manager on the DEPARTMENT's invoice transmittal forms prior to payment. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within thirty (30) calendar days by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the DEPARTMENT may, at its option, proceed as follows:

- a. The LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement period. (**Section 287.058(1)(h), F.S.**)
- b. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the LOCAL GOVERNMENT; or
- c. Terminate this Agreement.

#### 7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the effective date of this Agreement, which shall be the date reflected on page 1, and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the LOCAL GOVERNMENT. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory LOCAL GOVERNMENT performance evaluations by the DEPARTMENT and the availability of funds.



This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

#### 8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with **Section 287.058(1)(c), F.S.**, the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the LOCAL GOVERNMENT refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the LOCAL GOVERNMENT pertinent to this Agreement which are subject to provisions of **Chapter 119, of the F.S.**

#### 9. ENTIRE AGREEMENT

This Department Funded Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

#### 10. GOVERNING LAW

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

#### 11. AMENDMENT

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

#### 12. INVALIDITY

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

#### 13. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the LOCAL GOVERNMENT shall promptly indemnify, defend, save and hold harmless the

DEPARTMENT, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the LOCAL GOVERNMENT's negligent exercise or of its responsibilities as set out in this AGREEMENT, including but not limited to, any negligent act, negligent action, negligence or omission by the LOCAL GOVERNMENT, its officers, agents, employees or representatives in the performance of this AGREEMENT, whether direct or indirect, except that neither the LOCAL GOVERNMENT nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages caused or resulting from the negligence of the DEPARTMENT.

The LOCAL GOVERNMENT's obligation to indemnify, defend and pay for the defense of the DEPARTMENT, or at the DEPARTMENT's option, to participate and associate with the DEPARTMENT in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the LOCAL GOVERNMENT's receipt of the DEPARTMENT's notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the DEPARTMENT sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this AGREEMENT. The DEPARTMENT's failure to notify the LOCAL GOVERNMENT of a claim shall not release the LOCAL GOVERNMENT of the above duty to defend and indemnify the DEPARTMENT.

The LOCAL GOVERNMENT shall pay all costs and fees related to this obligation and its enforcement by the DEPARTMENT. The indemnification provisions of this section shall survive termination or expiration of this AGREEMENT, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this AGREEMENT.

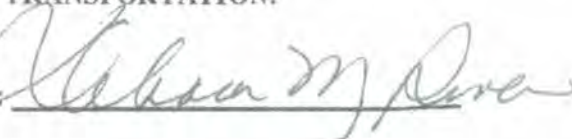
The LOCAL GOVERNMENT's evaluation of liability or its inability to evaluate liability shall not excuse the LOCAL GOVERNMENT's duty to defend and indemnify the DEPARTMENT under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the DEPARTMENT was negligent shall excuse performance of this provision by the LOCAL GOVERNMENT.

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

**NORTH BAY VILLAGE:**

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

BY:   
LOCAL GOVERNMENT MANAGER

BY:   
STATE REPRESENTATIVE

ATTEST:   
(SEAL) LOCAL GOVERNMENT CLERK

ATTEST:   
(SEAL) EXECUTIVE SECRETARY

**LEGAL REVIEW:**

  
LOCAL GOVERNMENT ATTORNEY

  
DISTRICT CHIEF COUNSEL

## Exhibit "A" Scope of Services

### Maintenance Responsibilities of the LOCAL GOVERNMENT

The LOCAL GOVERNMENT shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on the State Roads below in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the LOCAL GOVERNMENT shall maintain the all turf and landscape areas in accordance with the International Society of Arboriculture standards, the latest FDOT Design Standard, guidelines, and procedures, as may be amended from time to time.

State Road No.	Street Name	From	To
934	Kennedy Causeway	West City Limits	East City Limits

For each of the following work activities, the LOCAL GOVERNMENT shall be responsible for performing these minimum frequencies:

- Litter Pickup - twenty-four(24) times per year
- Mowing, including edging and sweeping - twelve (12) times per year
- Landscape/Tree Trimming - twelve (12) times per year

The LOCAL GOVERNMENT shall perform a minimum of two cycles per quarter for each of the work activities described above.

The LOCAL GOVERNMENT's maintenance obligations shall include but not be limited to:

- a. Mowing, cutting and/or trimming and edging the grass and turf.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the DEPARTMENT'S right-of-way
- c. Maintaining existing decorative bricks, mulch and other aesthetic features currently found within these corridors.
- d. Fertilizing, insecticide, pesticide, herbicide and watering will be required to

maintain the current landscape and turf in a healthy and vigorous growing condition.

- e. Paying for all water use and all costs associated therewith.
- f. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- g. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- h. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in all applicable DEPARTMENT guidelines, standards and procedures as may be amended from time to time.
- i. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by (a) to (h).
- j. Submitting Lane Closure Requests to the DEPARTMENT when maintenance activities will require the closure of a traffic lane in the DEPARTMENT's right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the DEPARTMENT's area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

**FDOT Financial Project Number:** 252473-2-78-03

**County:** *Miami-Dade*

**FDOT Project Manager:** *Alex Perez, P.E. (305) 640-7165 or [alex.perez@dot.state.fl.us](mailto:alex.perez@dot.state.fl.us)*

**LOCAL GOVERNMENT Project Manager:** *Frank Rollason, Village Manager,  
(305) 756-7171, [frollason@nbvillage.com](mailto:frollason@nbvillage.com)*

**Exhibit "B"**  
**Financial Summary**

**Financial Responsibilities of the LOCAL GOVERNMENT**

The LOCAL GOVERNMENT shall submit invoices to the DEPARTMENT as described in



**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

9G

**NORTH BAY VILLAGE  
RECOMMENDATION MEMORANDUM**

**DATE:** June 16, 2017

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

**RECOMMENDED BY STAFF:** Village Manager Frank K. Rollason

**PRESENTED BY STAFF:** Village Manager Frank K. Rollason

**SUBJECT:** Payment of Kimley-Horn & Associates, Inc. Invoices for Architectural & Engineering Services for the on-going Baywalk Plaza South Side Construction Project, pursuant to Amendment Number 1 between North Bay Village and Kimley-Horn & Associates, Inc.

**RECOMMENDATION:**

It is recommended that the attached Resolution be adopted by the Village Commission for the payment of Kimley-Horn & Associates, Inc. invoices in the amount of \$40,933.24 for Architectural & Engineering Services for the on-going Baywalk Plaza South Side Construction Project, under Amendment Number 1 between North Bay Village and Kimley-Horn & Associates, Inc.

**BACKGROUND:**

On May 13, 2014, the Village Commission adopted Resolution No. 2014-38 (copy attached) awarding RFP No. 2014-001 for Architectural and Engineering Services for the Development and Design of Construction Documents for the construction of the Baywalk Plaza Project to Kimley-Horn & Associates, Inc.. On October 25, 2016, the Village Commission adopted Resolution No. 2016-89 (copy attached) awarding Bid No. 2016-002 for the Construction of the Baywalk Plaza South Side Project to ABC Construction, Inc. On January 12, 2017, the Village Manager executed Amendment No. 1 (copy attached) to the Kimley-Horn & Associates, Inc. Agreement providing for a Lump Sum Payment in the amount of \$7,800 for Bidding Assistance Services and for Additional Architectural and Engineering Services on an hourly basis as required during the actual construction of the project by the approved Contractor. In that the total amount of the invoices exceeds the Village Manager's payment authority, the attached Resolution is presented to the Commission for approval.

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

**FINANCIAL IMPACT:**

The original contract with Kimley-Horn & Associates, Inc. (KH) was for design services for the Baywalk Project (South and North sides) at an amount of \$100,500. The cost was paid from a 50%/50% match from FIND.

KH has been providing contract inspections services for the Project and the cost to date is \$40,933.24. The Project is not yet completed; therefore, as additional work is performed by KH, approval will be required by the Commission. Funding will come from the Capital Projects Bond Trust Fund.

**PERSONNEL IMPACT:**

None

**CONTACT:**

Frank Rollason, 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:** June 16, 2017  
**TO:** Yvonne P. Hamilton, CMC  
Village Clerk  
**FROM:** Frank K. Rollason  
Village Manager  
**SUBJECT:** Introduction of Ordinance

---

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 PAYMENT TO KIMLEY HORN & ASSOCIATES, INC. IN THE AMOUNT OF \$40,933.24 FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE ON-GOING BAYWALK PLAZA SOUTH SIDE CONSTRUCTION PROJECT, UNDER AMENDMENT NUMBER 1 BETWEEN NORTH BAY VILLAGE AND KIMLEY HORN & ASSOCIATES, INC.; SETTING AN EFFECTIVE DATE.**

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

FKR:yph

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING PAYMENT TO KIMLEY HORN & ASSOCIATES, INC. IN THE AMOUNT OF \$40,933.24 FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE ON-GOING BAYWALK PLAZA SOUTH SIDE CONSTRUCTION PROJECT, UNDER AMENDMENT NUMBER 1 BETWEEN NORTH BAY VILLAGE AND KIMLEY HORN & ASSOCIATES, INC.; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, the Village Commission adopted Resolution No. 2014-38 on May 13, 2014, awarding RFP No. 2014-001 – Architectural and Engineering Services for Development and Design of Construction Documents for the construction of the Baywalk Plaza Area Project to Kimley Horn & Associates, Inc.; and

**WHEREAS**, Amendment No. 1 to the Agreement to the Kimley Horn & Associates contract was executed by the Village Manager on January 12, 2017, providing for a Lump Sum Payment of \$7,800 for Bidding Assistance Services and for Additional Architectural and Engineering Services on an hourly basis, as required during actual construction by the Contractor; and

**WHEREAS**, invoices in the amount of \$40,933.24 have been submitted to date and approved for payment by the Village Public Works Department; and

**WHEREAS**, the total amount of these invoices exceeds the payment authority of the Village Manager.

**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. Direction of the Village Commission.** The Village Commission hereby approves the payment of the attached invoices from Kimley Horn & Associates for approved architectural and Engineering Services in connection with the Baywalk Plaza South Side Construction Project in the amount of \$40,933.24.

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

The foregoing Resolution was offered by \_\_\_\_\_, who moved for its adoption. This motion was seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this \_\_\_\_ day of June 2017.

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

**ATTEST:**

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

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

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

North Bay Village/Resolution/Kimley Horn & Associates, Baywalk Plaza South Side Construction Project-Additional Architectural & Engineering Services-\$40,933.24.

**RESOLUTION NO: 2016-89**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDING BID NO. 2016-002 FOR THE BAYWALK PLAZA DESIGN PROJECT (SOUTH SIDE ONLY) TO ABC CONSTRUCTION, INC.; AUTHORIZING THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, North Bay Village, in accordance with applicable State and local laws, has solicited bids for the Baywalk Plaza Design Project (South Side Only); and

**WHEREAS**, one (1) proposal was received from ABC Construction, Inc. at a bid price of \$970,079; and

**WHEREAS**, an Evaluation Committee reviewed the proposal and found it to be responsive, in accordance with the scope of work and Bid criteria; and

**WHEREAS**, pursuant to Section 36.25(N)(1) of the Village Code, the Village Manager has the authority to negotiate the best terms and conditions with the responsive proposer, when less than three responsive proposals are received.

**WHEREAS**, the Village Manager has negotiated a price of \$911,079.

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

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

**Section 2. Award of Bid.** Bid No. NBV 2016-002 for the Baywalk Plaza Design Project (south side only) is hereby awarded to ABC Construction, Inc. in accordance with the scope of services outlined in the Bid Documents, at a lump sum amount of \$911,079.

**Section 3. Authorization of Village Officials.** The Village Manager is authorized to enter into an agreement with ABC Construction, Inc. for \$911,079, payable from the following funding source:

FIND Grant	\$200,000
Park Impact Fee Trust – Grant Match	200,000
Park Impact Fee Trust - Remaining Balance	95,000
2010 Capital Improvements Bond Proceeds	416,079

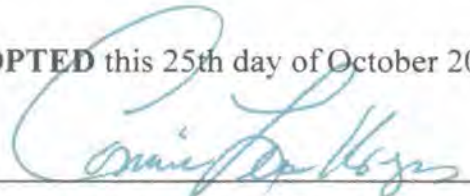
**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by Vice Mayor Jorge Gonzalez, seconded by Commissioner Andreana Jackson.


**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>No</u>
Commissioner Andreana Jackson	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>


**PASSED AND ADOPTED** this 25th day of October 2016.

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

**ATTEST:**

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

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

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

North Bay Village Resolution: Award of Bid for Baywalk Plaza Area/South Side Only-ABC Construction, Inc.

NORTH BAY VILLAGE  
ATTN: RODNEY CARRERO-SANTANA, P.E.  
1666 KENNEDY CAUSEWAY  
SUITE 300  
NORTH BAY VILLAGE, FL 33141

Invoice No: 9240011  
Invoice Date: Apr 30, 2017  
Invoice Amount: \$13,342.74  
Project No: 043138022.2  
Project Name: BAYWALK PLAZA AREA DESIGN  
Project Manager: PUIG, GEORGE

Please send payments to:  
KIMLEY-HORN AND ASSOCIATES, INC.  
P.O. BOX 932520  
ATLANTA, GA 31193-2520

Client Reference:

For Services Rendered through Apr 30, 2017

Federal Tax Id: 56-0885615

## HOURLY

Description	Current Amount Due
SERVICES RENDERED	13,342.74
<b>Total HOURLY</b>	<b>13,342.74</b>

**Total Invoice: \$13,342.74**

NORTH BAY VILLAGE  
 ATTN: RODNEY CARRERO-SANTANA, P.E.  
 1666 KENNEDY CAUSEWAY  
 SUITE 300  
 NORTH BAY VILLAGE, FL 33141

Invoice No: 9240011  
 Invoice Date: Apr 30, 2017  
 Project No: 043138022.2  
 Project Name: BAYWALK PLAZA AREA  
 DESIGN  
 Project Manager: PUIG, GEORGE

## HOURLY

Group	Description/Name	Hrs/Qty	Rate	Current Amount Due	
LABOR	PRINCIPAL	PUIG, GEORGE	23.0	245.00	5,635.00
		SUMISLASKI, JIM	2.0	245.00	490.00
	PROFESSIONAL	HERRERA, ALBERT	6.0	95.00	570.00
		KUMBHOJKAR, PRIYA	0.5	130.00	65.00
		LARSEN, BRYAN	4.0	155.00	620.00
		MORO, MATTHEW	4.0	95.00	380.00
		RAMIREZ, NOEL	3.0	155.00	465.00
		SANSARICQ, BRANDON	14.0	110.00	1,540.00
	SENIOR TECHNICAL SUPPORT	GUERRA, LUIS	22.0	100.00	2,200.00
		TORRES SANCHEZ, ANABEL	5.0	135.00	675.00
	SUPPORT STAFF	DAMICO, LORI L	0.5	80.00	40.00
	<b>TOTAL LABOR</b>		<b>84.0</b>		<b>12,680.00</b>
	EXPENSES	EXPRESS/COURIER			79.46
OFFICE EXPENSE				583.28	
<b>TOTAL EXPENSES</b>				<b>662.74</b>	
<b>TOTAL LABOR AND EXPENSE DETAIL</b>				<b>13,342.74</b>	

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PROJECT/DEPT	Package Number Account Number	Ship Date	Sender_Name Sender_Company Sender_Street Sender_Street2 Sender_City State Zip	Receiver_Name Receiver_Company Receiver_Street Receiver_Street2 Receiver_City State Zip
		Actual Cost		
	Service Type			
043138022.2.700	778700232831 117756092	20170321	JOAN ECKERSLEY Kimley-Horn and Associates SUITE 450 FORT LAUDERDALE, FL 33324	GEORGE PUIG VICT VICTORIA MANCINI KIMLEY-HORN 2151 LE JEUNE ROAD SUITE 202 MIAMI, FL 33134
		13.26		
	FedEx Priority Overnight			
043138022.2.700	778699494025 033402384	20170321	Jim Sumislaski Kimley-Horn and Associates 1920 Weliva Way, Ste 200 WEST PALM BEACH, FL 33411	Victoria Mancini Kimley-Horn and Assoc., Inc. 2151 Le Jeune Road MIAMI, FL 33134
		17.3		
	FedEx Priority Overnight			
Summary for 'PROJECT/DEPT' = 043138022.2.700 (2 detail records)		30.56		



ATTN TO: INVOICES, FLORIDA

**On The Run Courier & Process Service LLC**

PO Box 430236  
Miami FL 33243-0236

Preparation Date: 04/01/17  
From Date: 03/19/17  
To Date: 04/01/17  
Client Code: KIMHOR  
Invoice Number: 102199  
Page Number: 0001

Tel (305) 329-2992 Fax (305) 329-2694

**KIMLEY-HORN AND ASSOC INC**  
Attention: ACCOUNTS PAYABLE  
1920 WEKEVA WAY 200  
WEST PALM BEACH FL 33411-

Job	Caller/Ref/POD	Pickup From	Deliver To	Charges	
-----	----------------	-------------	------------	---------	--

0016-019 DENISE	KHA GABLES	CITY OF NORTH BAY VILLAGE	38.90	10.00	48.90
03/22/17 043138022.2.700	2151 S LE JEUNE RD	1666 79 ST	SR	WT	
0300p COMPLETE	CORAL GABLES FL 33134	NORTH BAY VLG FL			

Invoice: 102199

**COURIER SERVICES**

SS - Standard Svc	PS - Priority Svc	ES - Emergency Svc
SR - Super Rush	RT - Round Trip	WT - Waiting Time
OW - Overweight	VJ - Van Job	AS - Addtnl Stop
HH - Hand to Hand	LU - Load / Unload	IN - Insurance
DC - Dispatch Charge	SP - Special Rate	AH - After Hours
HS - Holiday Svc	MB - Mail Back	LO - Lay Out

**LEGAL SERVICES**

LS - Legal Std Svc	RS - Legal Rush Svc
LR - Legal SuperRush	OS - Out of State
TC - Tri County	AA - Addtnl Address
ST - Skip Trace	AT - Advanced Trace
PI - Pvt Invstgtr	CR - Court Research

NORTH BAY VILLAGE  
 ATTN: RODNEY CARRERO-SANTANA, P.E.  
 1666 KENNEDY CAUSEWAY  
 SUITE 300  
 NORTH BAY VILLAGE, FL 33141

Invoice No: 9196907  
 Invoice Date: Mar 31, 2017  
 Invoice Amount: \$13,240.12  
 Project No: 043138022.2  
 Project Name: BAYWALK PLAZA AREA DESIGN  
 Project Manager: PUIG, GEORGE

Please send payments to:  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 P.O. BOX 932520  
 ATLANTA, GA 31193-2520

Client Reference:

For Services Rendered through Mar 31, 2017

Federal Tax Id: 56-0885615

**HOURLY**

Description	Current Amount Due
SERVICES RENDERED	13,240.12
<b>Total HOURLY</b>	<b>13,240.12</b>

**Total Invoice: \$13,240.12**

NORTH BAY VILLAGE  
 ATTN: RODNEY CARRERO-SANTANA, P.E.  
 1666 KENNEDY CAUSEWAY  
 SUITE 300  
 NORTH BAY VILLAGE, FL 33141

Invoice No: 9196907  
 Invoice Date: Mar 31, 2017  
 Project No: 043138022.2  
 Project Name: BAYWALK PLAZA AREA  
 DESIGN  
 Project Manager: PUIG, GEORGE

## HOURLY

Group	Description/Name	Hrs/Qty	Rate	Current Amount Due	
LABOR	PRINCIPAL	PUIG, GEORGE	35.0	245.00	8,575.00
	PROFESSIONAL	DEAN, ED	1.0	155.00	155.00
		HERRERA, ALBERT	1.5	95.00	142.50
		LARSEN, BRYAN	3.5	155.00	542.50
		MANCINI, VICTORIA	9.0	120.00	1,080.00
		RAMIREZ, NOEL	5.5	155.00	852.50
		SANSARICQ, BRANDON	2.5	110.00	275.00
	SENIOR PROFESSIONAL	SANTOS, MARK	1.0	195.00	195.00
	SENIOR TECHNICAL SUPPORT	GUERRA, LUIS	5.0	100.00	500.00
	SUPPORT STAFF	DAMICO, LORI L	0.5	80.00	40.00
		HORVITZ, BEVERLY	0.5	80.00	40.00
		MCMANIS, SHARON	0.5	80.00	40.00
<b>TOTAL LABOR</b>		<b>65.5</b>		<b>12,437.50</b>	
EXPENSES	EXPRESS/COURIER			30.49	
	BOND PLOTS	100.0	2.00	200.00	
	OFFICE EXPENSE			572.13	
<b>TOTAL EXPENSES</b>				<b>802.62</b>	
<b>TOTAL LABOR AND EXPENSE DETAIL</b>				<b>13,240.12</b>	

*This page is for informational purposes only. Please pay amount shown on cover page.*

NORTH BAY VILLAGE  
ATTN: RODNEY CARRERO-SANTANA, P.E.  
1666 KENNEDY CAUSEWAY  
SUITE 300  
NORTH BAY VILLAGE, FL 33141

Invoice No: 8949046  
Invoice Date: Feb 28, 2017  
Invoice Amount: \$8,720.28  
Project No: 043138022.2  
Project Name: BAYWALK PLAZA AREA DESIGN  
Project Manager: PUIG, GEORGE

Please send payments to:  
KIMLEY-HORN AND ASSOCIATES, INC.  
P.O. BOX 932520  
ATLANTA, GA 31193-2520

Client Reference:

For Services Rendered through Feb 28, 2017

Federal Tax Id: 56-0885615

## HOURLY

Description	Current Amount Due
SERVICES RENDERED	8,720.28
<b>Total HOURLY</b>	<b>8,720.28</b>

**Total Invoice: \$8,720.28**

NORTH BAY VILLAGE  
 ATTN: RODNEY CARRERO-SANTANA, P.E.  
 1666 KENNEDY CAUSEWAY  
 SUITE 300  
 NORTH BAY VILLAGE, FL 33141

Invoice No: 8949046  
 Invoice Date: Feb 28, 2017  
 Project No: 043138022.2  
 Project Name: BAYWALK PLAZA AREA  
 DESIGN  
 Project Manager: PUIG, GEORGE

## HOURLY

Group	Description/Name	Hrs/Qty	Rate	Current Amount Due	
LABOR	PRINCIPAL	PUIG, GEORGE	18.0	245.00	4,410.00
	PROFESSIONAL	HERRERA, ALBERT	4.0	95.00	380.00
		LARSEN, BRYAN	1.0	155.00	155.00
		LATTE, MICHELLE	2.5	130.00	325.00
		RAMIREZ, NOEL	11.0	155.00	1,705.00
		SANSARICQ, BRANDON	1.5	110.00	165.00
	SENIOR TECHNICAL SUPPORT	GUERRA, LUIS	8.5	100.00	850.00
	SUPPORT STAFF	MASCONI, DENISE	0.5	80.00	40.00
	TECHNICAL SUPPORT	EDWARDS, NIVIAN	1.5	100.00	150.00
<b>TOTAL LABOR</b>		<b>48.5</b>		<b>8,180.00</b>	
EXPENSES	BOND PLOTS	82.0	2.00	164.00	
	OFFICE EXPENSE			376.28	
<b>TOTAL EXPENSES</b>				<b>540.28</b>	
<b>TOTAL LABOR AND EXPENSE DETAIL</b>				<b>8,720.28</b>	

*This page is for informational purposes only. Please pay amount shown on cover page.*

**UNITS USAGE REPORT**

Document Desc	Transaction Desc	Catalog or CLIN/Source Proj	Item	Item Revision	Acct	Post To Projects	Post To SC	Entry User	Entry Date	Usage Date	# of Units
<b>PROJECT: 043138022.2.700 EXPENSES</b>											
<u>Accounting Period: 2/2017</u>											
Document #: 02/16/2017_PLT		Document Date: 2/15/2017									
02/15/2017 PLOT UNITS	Ed.Dean	KHA	BPL	133	0624-003	Y	N	PLOT_UNITS	02/15/17	02/15/17	2.00
	george.puig	KHA	BPL	133	0624-003	Y	N	PLOT_UNITS	02/15/17	02/15/17	72.00
	Ed.Dean	KHA	BPL	133	0624-003	Y	N	PLOT_UNITS	02/15/17	02/15/17	5.00
	Ed.Dean	KHA	BPL	133	0624-003	Y	N	PLOT_UNITS	02/15/17	02/15/17	3.00
Document Total											82.00
Project Total											82.00
Report Total											82.00
											82 * \$2.00 = \$164.00

NORTH BAY VILLAGE  
ATTN: RODNEY CARRERO-SANTANA, P.E.  
1666 KENNEDY CAUSEWAY  
SUITE 300  
NORTH BAY VILLAGE, FL 33141

Invoice No: 8906420  
Invoice Date: Jan 31, 2017  
Invoice Amount: \$5,630.10  
Project No: 043138022.2  
Project Name: BAYWALK PLAZA AREA DESIGN  
Project Manager: PUIG, GEORGE

Please send payments to:  
KIMLEY-HORN AND ASSOCIATES, INC.  
P.O. BOX 932520  
ATLANTA, GA 31193-2520

Client Reference:

For Services Rendered through Jan 31, 2017

Federal Tax Id: 56-0885615

## HOURLY

Description	Current Amount Due
SERVICES RENDERED	5,630.10
<b>Total HOURLY</b>	<b>5,630.10</b>

**Total Invoice: \$5,630.10**

NORTH BAY VILLAGE  
 ATTN: RODNEY CARRERO-SANTANA, P.E.  
 1666 KENNEDY CAUSEWAY  
 SUITE 300  
 NORTH BAY VILLAGE, FL 33141

Invoice No: 8906420  
 Invoice Date: Jan 31, 2017  
 Project No: 043138022.2  
 Project Name: BAYWALK PLAZA AREA  
 DESIGN  
 Project Manager: PUIG, GEORGE

**HOURLY**

Group		Description/Name	Hrs/Qty	Rate	Current Amount Due
LABOR	PRINCIPAL	PUIG, GEORGE	15.0	245.00	3,675.00
	REGISTERED PROFESSIONAL	DEAN, ED	1.0	155.00	155.00
		RAMIREZ, NOEL	5.5	155.00	852.50
	SENIOR PROFESSIONAL	HERRERA, ALBERT	3.0	220.00	660.00
	SUPPORT STAFF	MCGAHAN, BETH	0.5	80.00	40.00
<b>TOTAL LABOR</b>			<b>25.0</b>		<b>5,382.50</b>
EXPENSES		OFFICE EXPENSE			247.60
<b>TOTAL EXPENSES</b>					<b>247.60</b>
<b>TOTAL LABOR AND EXPENSE DETAIL</b>					<b>5,630.10</b>

*This page is for informational purposes only. Please pay amount shown on cover page.*



**Baywalk Plaza Area Design (South Side Only)**

(January 31, 2017 Progress Report)

**INVOICE INFORMATION:**

- Invoice Number: 8906420
- Invoice Date: January 31, 2017
- Invoice Amount: \$5,630.10

**ACTIVITIES DURING REPORTING PERIOD:**

- Distribute, review and respond to shop drawing submittals

**KEY MEETINGS:**

- One (1) meeting with Rodney Carrero-Santana at the City to discuss construction phase of the project.

\*\*\*\*\*



**AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN THE CLIENT AND  
KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 01 DATED January 11, 2017 to the Agreement between North Bay Village, the ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated June 25, 2014 ("the Agreement") concerning "Baywalk Plaza Area Design" (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

North Bay Village

By: 

Title: VILLAGE MANAGER

Date: JAN 12, 2017

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.



By: Aaron Buchler, P.E.

Title: Senior Vice President

Date: January 11, 2017

**SCOPE OF SERVICES**

Consultant shall perform the following Additional Services:

**TASK 1 – BIDDING ASSISTANCE**

Kimley-Horn will consult with and advise the Client and act as its representative for the landscape architectural and civil engineering site improvements during the bidding process as follows:

- Kimley-Horn will provide updated cost estimates based on Client request for separate cost between FDOT and North Bay Village line items.
- Kimley-Horn will assist the Client with Bid Document Preparation and Contractor Notification.
- Kimley-Horn will prepare and assemble construction bidding documents for the subject Work and the construction contract, based on "Standard General Conditions of the Construction Contract" (EJCDC No. C-700, 2013 edition).
- Kimley-Horn will attend one (1) pre-bid meeting and response to contractor questions.
- Provide PDF's of bid plans to the bidders
- Provide responses to bidder's questions

**TASK 2 – LIMITED CONSTRUCTION PHASE ASSISTANCE**

During the construction phase of the, Kimley-Horn will provide the following services to the Client:

- **Pre-Construction Meeting** – Attend a local pre-construction meeting with the Client and Contractor prior to commencement of work at the site. The Contractor shall coordinate the meeting to include all involved disciplines and agency representatives. It is understood that the Client will conduct the meeting, prepare and provide attendee list, agenda and minutes. Individual/partial meetings to kick off portions of the work will be considered an additional service.
- **Visits to Site and Observation of Construction** – Kimley-Horn will attend site visits to observe construction activities and the progress of work.
- **Construction Meetings Attendance** – Kimley-Horn will attend construction meetings to discuss construction activities and the progress of work.
- **Clarifications and Interpretations** – Kimley-Horn will respond to reasonable requests by the Contractor and will issue clarifications and interpretations of the Construction Documents to Client/Contractor as deemed reasonable and appropriate by the consultant.
- **Review of Contractor Payment Requisitions** – Kimley-Horn will review and recommendations toward contractor payment requisitions.
- **Change Orders** – Kimley-Horn will review and make recommendations related to Change Orders submitted or proposed by the Contractor. Requests for comparable materials or alternatives should be submitted during bid phase.
- **Shop Drawings and Samples** – Kimley-Horn will review and approve or take other appropriate action in respect to the Shop Drawing Submittals and Samples specifically listed on the contract documents, which the Contractor is required to submit.
- **Substantial Completion and Punch-list** – Once the Contractor confirms that the project is substantially complete, Kimley-Horn will attend one (1) site walkthrough with the Client, Owner and Contractor to observe and evaluate the completed work for conformance with the approved contract drawings. If it is determined that the work is not substantially complete, the site walkthrough will be postponed until the Contractor completes brings the project to an acceptable substantial completion level. After the substantial completion walkthrough, Kimley-Horn staff will prepare and issue to the Contractor a punch-list of items found to be incomplete, damaged, defective or in non-compliant with the contract documents.
- **Final Notice of Acceptability of the Work** – Once the Contractor confirms that all corrective action from the punch-list has been completed, Kimley-Horn will attend a final site walkthrough with the Client, Owner and Contractor to confirm. If so, Kimley-Horn will issue a written statement to the

Client that the work is generally in accordance with the contract documents along with a recommendation to release final payment to Contractor.

- **Limitation of Responsibilities** - Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

**FEE AND BILLING**

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

**LUMP SUM TASKS**

Kimley-Horn will perform the additional services in Task 1 above for the total lump sum labor fee below. Individual task amounts are informational only.

<i><b>Task</b></i>	<i><b>Description</b></i>	<i><b>Lump Sum Fee</b></i>
1	Bidding Assistance .....	\$7,800.00
<b>TOTAL LUMP SUM FEE.....</b>		<b>\$7,800.00</b>

**HOURLY TASKS**

Kimley-Horn will perform the additional services in Task 2 above on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates.

<i><b>Task</b></i>	<i><b>Description</b></i>	
2	Limited Construction Phase Assistance.....	Hourly

**REIMBURSABLE EXPENSES TASKS**

In addition to the lump sum labor fee and hourly fee, direct reimbursable expenses large format reproductions (larger than 11" x 17"), air travel, and other direct expenses will be billed in accordance with the original agreement. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

**TOTAL REIMBURSABLE EXPENSES.....As Needed**

**RESOLUTION NO: 2014-38**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND APPROVING KIMLEY-HORN & ASSOCIATES, INC. AS THE NUMBER ONE RANKED PROPOSER FOR RFQ NO. NBV 2014-001 FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DEVELOPMENT OF DESIGNS AND CONSTRUCTION DOCUMENTS FOR THE CONSTRUCTION OF THE "BAYWALK PLAZA AREA"; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT FOR THE SCOPE OF SERVICES; DIRECTING VILLAGE OFFICIALS TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, North Bay Village, in accordance with applicable State and local laws, has requested RFQ's from professional engineering firms for architectural and engineering services for the development of designs and construction documents for the construction of the "Baywalk Plaza Area", which consist of two plaza areas at the base of the bridge that links North Bay Village to Miami Beach, at the Village's easternmost area; and

**WHEREAS**, four (4) responses were received from Kimley-Horn & Associates, Inc., Coastal Systems International, Inc., Calvin, Giordano & Associates, Inc., and Sol-Arch, Inc. and evaluated by an Evaluation Committee consisting of the Village's Public Works Director and Structural Engineer, and the Senior Project Manager from David Mancini & Sons, Inc.; and

**WHEREAS**, the Evaluation Committee ranked the proposals as follows: #1-Kimley-Horn & Associates, Inc., #2-Coastal Systems International, Inc., #3-Calvin, Giordano & Associates, Inc. and #4-Sol-Arch, Inc. and

**WHEREAS**, the Village Manager hereby request that the Village Commission accepts the recommendation of Kimley-Horn & Associates, Inc. as the most qualified proposer and permit authorization to the Village Manager to enter into a contract for the scope of services for architectural and engineering services for the development of designs and construction documents for the construction of the "Baywalk Plaza Area" pursuant to RFQ No. NBV #2014-001.

**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. Ranking of Proposals.** The Village Commission hereby accepts Kimley-Horn & Associates, Inc. as the number one ranked proposer for RFQ No. NBV 2014-001 for architectural and engineering services for the development of designs and construction documents for the construction of the "Baywalk Plaza Area".

**Section 3. Action of the Commission:** The Village Commission further authorizes the Village Manager to negotiate and enter into a contract with Kimley-Horn & Associates, Inc. for the scope of services under RFQ No. NBV 2014-001.

**Section 4. Authorization of Village Officials.** The Village Manager is authorized to enter into a contract with Kimley-Horn & Associates for the scope of services outlined in RFQ No. NBV 2014-001 attached hereto as Exhibit 1, subject to the approval as to form and legality by the Village Attorney.

**Section 5. Authorization of Fund Expenditure.** The Village Manager is authorized to expend the necessary funds to implement the terms of the agreement with Kimley-Horn & Associates, Inc.

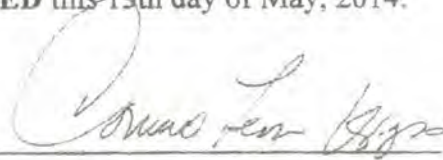
**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by Vice Mayor Eddie Lim, seconded by Commissioner Jorge Gonzalez.

**FINAL VOTE AT ADOPTION:**

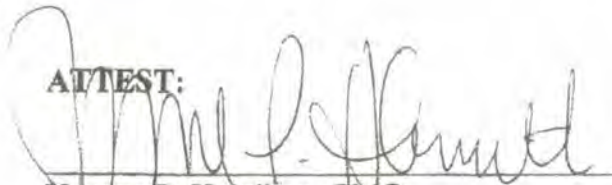
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Absent</u>
Commissioner Jorge Gonzalez	<u>Yes</u>

PASSED AND ADOPTED this 13th day of May, 2014.




Connie Leon-Kreps, Mayor

**ATTEST:**

  
Yvonne P. Hamilton, CMC  
Village Clerk

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

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

North Bay Village Resolution: RFQ No. 2014-001 for Baywalk Plaza Area-5-13-2014

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONTRACT RENEWAL WITH GOMEZ BARKER ASSOCIATES, INC. FOR PROFESSIONAL CONSULTING AND LOBBYING SERVICES BEFORE THE LEGISLATURE OF THE STATE OF FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, North Bay Village submits annual requests for funding assistance to the Governor and Legislature for key infrastructure projects and actively promotes these projects; and

**WHEREAS**, the Village requires the services of a professional lobbyist to represent its interests at the State and local levels and to provide professional services to the Village Manager and the Village Commission regarding lobbying efforts; and

**WHEREAS**, Fausto Gomez and his firm, Barker Gomez Associates, Inc., has successfully performed lobbying services for North Bay Village at the State and local levels, and has agreed to continue to provide such services; and

**WHEREAS**, the Village Commission wishes to enter into a renewal contract with Fausto Gomez Associates, Inc. to continue to provide professional consulting and lobbying services.

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

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

**Section 2. Direction to the Village Manager.** The Village Manager is hereby authorized to enter into an Agreement with Gomez Barker Associates, Inc. for professional legislative consulting and lobbying services at the State and local levels, in accordance with the agreement attached hereto as "Exhibit 1".

**Section 3. Funding.** The Village Manager is hereby authorized to expend budgeted funds for this purpose.

**Section 4. Effective Date.**

This Resolution shall become effective upon its adoption.



The foregoing Resolution was offered by \_\_\_\_\_, who moved for its adoption. This motion was seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

**FINAL VOTE AT ADOPTION:**

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

PASSED and ADOPTED this \_\_\_\_ day of June 2017.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**


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

North Bay Village Resolution. Gomez Barker Associates, Inc.-State and local lobbying services.



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 12, 2017  
**TO:** Yvonne P. Hamilton, CMC  
Village Clerk  
**FROM:** Frank K. Rollason  
Village Manager   
**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONTRACT RENEWAL WITH GOMEZ BARKER ASSOCIATES, INC. FOR PROFESSIONAL CONSULTING AND LOBBYING SERVICES BEFORE THE LEGISLATURE OF THE STATE OF FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
**Connie Leon-Kreps**

Vice Mayor  
**Eddie Lim**

Commissioner  
**Jose R. Alvarez**

Commissioner  
**Dr. Douglas N. Hornsby**

Commissioner  
**Andreana Jackson**

**AGREEMENT FOR PROFESSIONAL SERVICES  
GOMEZ BARKER ASSOCIATES, INC.**

Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between North Bay Village (hereinafter referred to as the "Village" or "North Bay Village") and Gomez Barker Associates, Inc., (hereinafter referred to as "Gomez Barker").

WHEREAS, North Bay Village desires that Gomez Barker make available its services as specified in this document, in support of its government relations and public affairs efforts; and

WHEREAS, Gomez Barker has special professional qualifications in said services and is willing and able to provide same under the terms and conditions set forth in this document;

NOW, THEREFORE, the parties do mutually agree as follows:

1. The period of this agreement shall be from \_\_\_\_\_, 2017 until September 30, 2019. The parties may renew this Agreement for up to three one-year terms upon written agreement by both parties.
2. For the performance of the services described in the attached Schedule A (Scope of Work), North Bay Village shall pay Gomez Barker the compensation provided for in the attached Schedule B (Compensation).
3. Gomez Barker agrees to perform its services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of similar services. It is understood that Gomez Barker must perform the services based, in part, on information provided by North Bay Village and Gomez Barker shall be entitled to rely on such information. Gomez Barker agrees that any such information provided to it shall only be used for the performance of this engagement and shall not be divulged to a third-party.
4. It is understood and agreed that Gomez Barker is acting as an independent contractor and not as an employee of North Bay Village.
5. Gomez Barker agrees that all acts to be performed by it in connection with this Agreement must be performed in strict conformity with all applicable laws and regulations of federal, state, and local jurisdictions.

6. North Bay Village may terminate this Agreement for cause. A termination for cause may occur due to: 1) Gomez Barker's willful misconduct or gross negligence; or 2) Gomez Barker's conscious disregard of its obligations hereunder or of any other duties reasonably assigned by North Bay Village.
7. A waiver by either party of any of the terms and conditions, provisions, or covenants of this Agreement in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same.
8. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings, written or oral, prior to the signing of this document.
9. The laws of the State of Florida govern all questions with respect to this Agreement, and the rights and liabilities of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written

**For North Bay Village:**

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

\_\_\_\_\_  
Frank K. Rollason

\_\_\_\_\_  
Village Manager

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

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

**For: Gomez Barker Associates, Inc.**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

**Approved as to Form and Legal  
Sufficiency:**

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

## SCHEDULE A

This sets forth the objectives to be reached by this effort and the planned work content in accordance with the term and provisions of this Agreement. Gomez Barker believes that effective lobbying is based on a series of interrelated elements and these constitute its approach. In order to secure the state and local policy objectives of North Bay Village, Gomez Barker will undertake the tasks outlined below:

1. **Intelligence and Communication** – Fundamental to the ability to impact state policy is a basic comprehension of the law and administrative rules and the ability to learn of the existence and content of proposals to modify them. By knowing how government works, and having access to information and the competency to evaluate it, Gomez Barker is able to identify opportunities or anticipate problems and thus gauge their impact on the interests of North Bay Village at both the state and local levels.

The staff of Gomez Barker regularly reviews interim legislative reports and meet with legislators, legislative staff, and agency personnel in order to determine what issues are on the agenda, which are being informally discussed, and which have the potential to become state policy. This is in order to develop an appreciation of the opportunities for securing favorable changes to law or resources and is crucial for helping understand the policy and budgetary context in which decisions are likely. Information is a key element in formulating a successful legislative strategy. Prior to the beginning of the legislative calendar, Gomez Barker would “trail balloon” North Bay Village’s legislative plan in order to learn how decision-makers would view and receive it and what modifications, if any, may need to be made.

2. **Preparation** – The legislative requirements of North Bay Village should be reflective of its public policy goals and the information obtained by Gomez Barker through the process described above or through information developed for its Miami-Dade efforts. In order for it to be viable, the program must have concise and defined goals and every item must be specific, measurable, achievable, and reasonable. Gomez Barker will prepare a legislative program, including substantive changes to law and budget requests, draft legislation and presentation materials, and develop a legislative strategy and a focused political message.

3. **Presentation** - Gomez Barker will present the legislative program of North Bay Village to the appropriate committees in both the House and Senate as well as meet individually with key legislators. Identical efforts will be undertaken at the local level. The firm will testify and articulate the Village's interests during the drafting and deliberation process and monitor legislative sessions and committee meetings. Monitoring occurs through day-to-day participation in legislative sessions, pertinent committee meetings, and discussions with individual legislators and staff, and through a subscription to a legislative data service that provides the most comprehensive monitoring capability currently available.
4. **Involvement and Coordination** – North Bay Village officials will be encouraged to communicate with policy-makers and to visit Tallahassee during the legislative session or County Hall as appropriate. These communications and meetings will be planned and coordinated by Gomez Barker who will schedule meetings, review materials and correspondence, and brief the participants prior to any meetings.
5. **Collateral Support** - Gomez Barker will identify other organizations that share common legislative goals and, as appropriate, coordinate lobbying strategy with them. This is intended to broaden the reach and legislative base of support for North Bay Village. Gomez Barker will also review the legislative goals of these other entities and, when necessary, work to stop any legislation or initiative that may have a negative impact on North Bay Village's interests.
6. **Lobbying and Monitoring** - Gomez Barker will provide year-round, full-time, lobbying and representation at the legislative and executive agency level as well as before Miami-Dade County. It maintains fully staffed offices in Miami and Tallahassee from which lobbying, review of agency action, monitoring, and follow-up occurs.
7. **Reporting** – Focused and accurate communication with the Village Manager about the status of legislation, budget requests, or any other important issue will be through written progress reports, meetings, and/or telephone contact.
8. **Public Affairs** – Gomez Barker will promote North Bay Village's agenda to legislators, legislative staff, and executive officials as well as County Commissioners and the Manager and his staff so that a full understanding of the Village will facilitate legislative requests.

## SCHEDULE B

This sets forth the compensation payable by North Bay Village to Gomez Barker in accordance with the terms set forth in the Agreement.

1. Total professional compensation is \$40,000 per annum. This shall be paid on the basis of a monthly retainer of \$3,333.33 the first payment due on \_\_\_\_\_ and continuing on the 1<sup>st</sup> day of each month until October 1<sup>st</sup>, 2022, inclusive.
2. North Bay Village agrees to reimburse Gomez Barker for any reasonable and appropriate expense associated with performing the services described in Schedule A up to a level of \$5,000 per year. This may include travel, lodging, and meals. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred.
3. "Out-of-pocket" expenses will be reimbursed up to an amount of \$3,000 per year. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred.



## AGREEMENT FOR PROFESSIONAL SERVICES

Agreement is made this 15<sup>th</sup> day of March, 2005 between The City of North Bay Village (hereinafter referred to as the "City" or "North Bay Village") and Gomez Barker Associates, Inc., (hereinafter referred to as "Gomez Barker").

WHEREAS, North Bay Village desires that Gomez Barker make available its services as specified in this document, in support of it's government relations and public affairs efforts; and

WHEREAS, Gomez Barker has special professional qualifications in said services and is willing and able to provide same under the terms and conditions set forth in this document;

NOW, THEREFORE, the parties do mutually agree as follows:

1. The period of this agreement shall be from March 15<sup>th</sup>, 2005 until September 30, 2007, inclusive. This Agreement will renew for additional year(s) on the anniversary date upon the consent of both parties.
2. For the performance of the services described in the attached Schedule A (Scope of Work), North Bay Village shall pay Gomez Barker the compensation provided for in the attached Schedule B (Compensation).
3. Gomez Barker agrees to perform its services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of similar services. It is understood that Gomez Barker must perform the services based, in part, on information provided by North Bay Village and Gomez Barker shall be entitled to rely on such information. Gomez Barker agrees that any such information provided to it shall only be used for the performance of this engagement and shall not be divulged to a third-party.
4. It is understood and agreed that Gomez Barker is acting as an independent contractor and not as an employee of North Bay Village.
5. Gomez Barker agrees that all acts to be performed by it in connection with this Agreement must be performed in strict conformity with all applicable laws and regulations of federal, state, and local jurisdictions.

6. North Bay Village may terminate this Agreement for cause. A termination for cause may occur due to: 1) Gomez Barker's willful misconduct or gross negligence; or 2) Gomez Barker's conscious disregard of its obligations hereunder or of any other duties reasonably assigned by the City Manager of the City of North Bay Village.
7. A waiver by either party of any of the terms and conditions, provisions, or covenants of this Agreement in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same.
8. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings, written or oral, prior to the signing of this document.
9. The laws of the State of Florida govern all questions with respect to this Agreement, and the rights and liabilities of the parties.

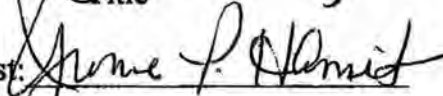
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written

**For City of North Bay Village:**

By:   
Signature

Charity Good  
Printed Name

City Manager  
Title

Attest: 

Yvonne P. Hamilton

Date: 3/15/2005

**For: Gomez Barker Associates, Inc**

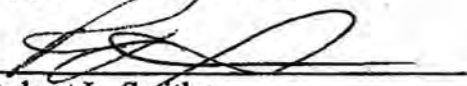
By:   
Signature

FAUSTO B GOMEZ  
Printed Name

President  
Title

Date: 12/05/05

**Approved as to Form:**

  
Robert L. Switkes  
City Attorney



## SCHEDULE A

This sets forth the objectives to be reached by this effort and the planned work content in accordance with the term and provisions of this Agreement. Gomez Barker believes that effective lobbying is based on a series of interrelated elements and these constitute its approach. In order to secure the state and local policy objectives of North Bay Village, Gomez Barker will undertake the tasks outlined below:

1. **Intelligence and Communication** – Fundamental to the ability to impact state policy is a basic comprehension of the law and administrative rules and the ability to learn of the existence and content of proposals to modify them. By knowing how government works, and having access to information and the competency to evaluate it, Gomez Barker is able to identify opportunities or anticipate problems and thus gauge their impact on the interests of North Bay Village at both the state and local levels.

The staff of Gomez Barker regularly reviews interim legislative reports and meet with legislators, legislative staff, and agency personnel in order to determine what issues are on the agenda, which are being informally discussed, and which have the potential to become state policy. This is in order to develop an appreciation of the opportunities for securing favorable changes to law or resources and is crucial for helping understand the policy and budgetary context in which decisions are likely. Information is a key element in formulating a successful legislative strategy. Prior to the beginning of the legislative calendar, Gomez Barker would “trail balloon” North Bay Village’s legislative plan in order to learn how decision-makers would view and receive it and what modifications, if any, may need to be made.

2. **Preparation** – The legislative requirements of North Bay Village should be reflective of its public policy goals and the information obtained by Gomez Barker through the process described above or through information developed for its Miami-Dade efforts. In order for it to be viable, the program must have concise and defined goals and every item must be specific, measurable, achievable, and reasonable. Gomez Barker will prepare a legislative program, including substantive changes to law and budget requests, draft legislation and presentation materials, and develop a legislative strategy and a focused political message.

3. **Presentation** - Gomez Barker will present the legislative program of North Bay Village to the appropriate committees in both the House and Senate as well as meet individually with key legislators. Identical efforts will be undertaken at the local level. The firm will testify and articulate the City's interests during the drafting and deliberation process and monitor legislative sessions and committee meetings. Monitoring occurs through day-to-day participation in legislative sessions, pertinent committee meetings, and discussions with individual legislators and staff, and through a subscription to a legislative data service that provides the most comprehensive monitoring capability currently available.
4. **Involvement and Coordination** – North Bay Village officials will be encouraged to communicate with policy-makers and to visit Tallahassee during the legislative session or County Hall as appropriate. These communications and meetings will be planned and coordinated by Gomez Barker who will schedule meetings, review materials and correspondence, and brief the participants prior to any meetings.
5. **Collateral Support** - Gomez Barker will identify other organizations that share common legislative goals and, as appropriate, coordinate lobbying strategy with them. This is intended to broaden the reach and legislative base of support for North Bay Village. Gomez Barker will also review the legislative goals of these other entities and, when necessary, work to stop any legislation or initiative that may have a negative impact on North Bay Village's interests.
6. **Lobbying and Monitoring** - Gomez Barker will provide year-round, full-time, lobbying and representation at the legislative and executive agency level as well as before Miami-Dade County. It maintains fully staffed offices in Miami and Tallahassee from which lobbying, review of agency action, monitoring, and follow-up occurs.
7. **Reporting** – Focused and accurate communication with the City Manager of North Bay Village about the status of legislation, budget requests, or any other important issue will be through written progress reports, meetings, and/or telephone contact.
8. **Public Affairs** – Gomez Barker will promote North Bay Village's agenda to legislators, legislative staff, and executive officials as well as County Commissioners and the Manager and his staff so that a full understanding of the City will facilitate legislative requests.

## SCHEDULE B

This sets forth the compensation payable by North Bay Village to Gomez Barker in accordance with the terms set forth in the Agreement.

1. Total professional compensation is \$40,000 per annum. This shall be paid on the basis of a monthly retainer of \$3,333.33 the first payment due on April 1<sup>st</sup>, 2005 and continuing on the 1<sup>st</sup> day of each month until October 1<sup>st</sup>, 2007, inclusive.
2. North Bay Village agrees to reimburse Gomez Barker for any reasonable and appropriate expense associated with performing the services described in Schedule A up to a level of \$5,000 per year. This may include travel, lodging, and meals. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred.
3. "Out-of-pocket" expenses will be reimbursed up to an amount of \$3,000 per year. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred.

### Authorization to Represent the Principal before the Florida Legislature

At the time of registration, a lobbyist must submit this completed form authorizing the lobbyist to represent the principal.

Type or print clearly the principal represented and the lobbyist's name as they are shown on the registration form. Also provide the North American Industry Classification System (NAICS) 6 digit numerical code that most accurately describes the principal's main business. This designation by the principal is a mandatory requirement before a lobbyist can register for that principal. A principal may obtain its 6 digit code from the website of the US Census Bureau at the following URL: <http://www.census.gov/epcd/www/naics.html>

This authorization to represent the principal before the Legislature will be carried forward each calendar year if the Renewal Form submitted by this lobbyist indicates "Yes" to renew the principal for the next year. The authorization is carried forward until the principal is canceled by either the lobbyist or the principal. Cancellation of a lobbyist's registration by the principal must be provided by written notice from the principal to the Lobbyist Registration Office. Cancellation of a registration by the lobbyist must be done on a Lobbyist's Cancellation form furnished by the office (also available on the legislative web site at [www.leg.state.fl.us/lobbyist](http://www.leg.state.fl.us/lobbyist)).

City of North Bay Village hereby authorizes  
(Name of Principal Represented)

Evan J. Power to represent the Principal  
(Lobbyist's Name)

before the Florida Legislature.

Required NAICS 6 digit numerical code (fill in ALL six boxes): 

9	2	1	1	2	0
---	---	---	---	---	---

Jorge Forte  
Signature of Principal or Principal's Representative

Jorge Forte  
Print name of Principal or Principal's Representative

CITY MANAGER  
Title of Principal or Principal's Representative

3/7/07  
Date

**ATTACH AUTHORIZATION TO THE LOBBYIST'S REGISTRATION FORM**

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONTRACT RENEWAL WITH FRANCO GOVERNMENT RELATIONS, INC. FOR FEDERAL LOBBYING CONSULTING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, the Village has determined that it is in the best interest of the community to retain a federal lobbyist to pursue funding and legislative issues in Washington, D.C. on behalf of North Bay Village; and

**WHEREAS**, Omar Franco and his firm, Franco Government Relations, Inc., has successfully performed lobbying services for North Bay Village in securing federal funding for various projects and has agreed to continue to provide such services; and

**WHEREAS**, the Village Commission wishes to enter into a renewal contract with Franco Government Relations, Inc. for the continuance of lobbying services.

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

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

**Section 2. Direction to the Village Manager.** The Village Manager is hereby authorized to enter into an Agreement with Franco Government Relations, Inc. for federal lobbying services in accordance with the agreement attached hereto as "Exhibit 1".

**Section 3. Funding.** The Village Manager is hereby authorized to expend budgeted funds for this purpose.

**Section 4. Effective Date.**

This Resolution shall become effective upon its adoption.

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



**FINAL VOTE AT ADOPTION:**

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

PASSED and ADOPTED this \_\_\_\_ day of June 2017.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**


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

North Bay Village Resolution: Federal Lobbying Contract Renewal with Franco Government Relations, Inc.



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)

**MEMORANDUM**  
**North Bay Village**

**DATE:** April 12, 2017  
**TO:** Yvonne P. Hamilton, CMC  
Village Clerk  
**FROM:** Frank K. Rollason   
Village Manager  
**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONTRACT RENEWAL WITH FRANCO GOVERNMENT RELATIONS, INC. FOR FEDERAL LOBBYING CONSULTING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
**Connie Leon-Kreps**

Vice Mayor  
**Eddie Lim**

Commissioner  
**Jose R. Alvarez**

Commissioner  
**Dr. Douglas N. Hornsby**

Commissioner  
**Andreana Jackson**

# FRANCO GOVERNMENT RELATIONS, INC CONSULTING AGREEMENT

By this agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, between Franco Government Relations, Inc. (hereinafter designated as "Consultant") and North Bay Village, the services of the Consultant are retained by North Bay Village pursuant to the following terms and conditions:

## 1. Scope of Engagement

The Consultant will represent the interests of North Bay Village on their appropriations request for funding and grants before the legislative branch of the federal government.

## 2. Terms

This Agreement will have a term commencing \_\_\_\_\_ and terminating \_\_\_\_\_. However, the parties may agree to an extension of the contract on such terms and conditions as are mutually agreeable. Either party may terminate the Agreement for without cause upon not less than thirty (30) days notice to the other party.

## 3. Fees

In consideration of the foregoing services, North Bay Village agrees to pay the Consultant \$2,500 per month from \_\_\_\_\_ to \_\_\_\_\_. The first installment will be due \_\_\_\_\_ and subsequent payments at the beginning of each successive month, billings to be provided by the Consultant.

Any Expenses incurred by the Consultant in the representation of North Bay Village will be included in the monthly retainer. These will include local transportation, messenger and long distance services. Travel outside of the Washington, D.C. metropolitan area will be reimbursed only if authorized in advance by North Bay Village.

## 4. Notices

Any notices under this Agreement are to be delivered in writing to the parties at their respective addresses listed below.

In witness whereof, the parties have executed this Agreement.

Omar Franco  
Franco Government Relations, Inc.  
10915 Blue Roan Road  
Oakton, VA 22124

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

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Form and Legal Sufficiency:

Attest:

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

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

**RESOLUTION NO. 2010-44**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, ASSIGNING A CONTRACT FOR FEDERAL LOBBYING CONSULTING SERVICES FROM PETRIZZO STRATEGIC GROUP TO FRANCO GOVERNMENT RELATIONS, INC.; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR GEORGE A. KANE)**

**WHEREAS**, lobbyist resources are necessary to secure federal funding for the City of North Bay Village; and

**WHEREAS**, the City has utilized the services of Petrizzo Strategic Group to provide federal lobbying services; and

**WHEREAS**, Omar Franco, representative of Petrizzo Strategic Group, has been the primary lobbyist for the City's account with the firm; and

**WHEREAS**, Omar Franco has formed his own lobbying firm, Franco Government Relations; and

**WHEREAS**, Petrizzo Strategic Group has consented to assign the contract to Franco Government Relations, Inc. so that Omar Franco can continue to represent the City of North Bay Village in its lobbying efforts.

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

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

**Section 2:** That the existing agreement with Petrizzo Strategic Group is hereby assigned to Franco Government Relations, Inc. for the duration of the contract term.

**Section 3:** Effective Date. That this Resolution shall take effect immediately upon approval.

The motion to adopt the foregoing Resolution was offered by Mayor Oscar Alfonso, seconded by Commissioner Reinaldo Trujillo.

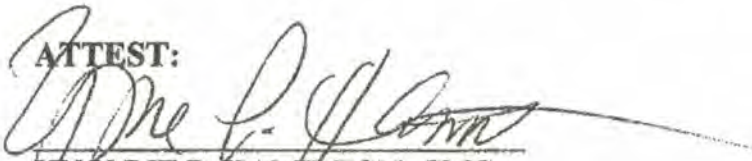
**FINAL VOTE AT ADOPTION:**

Mayor Oscar Alfonso	<u>Yes</u>
Vice Mayor George A. Kane	<u>Yes</u>
Commissioner Frank Rodriguez	<u>Yes</u>
Commissioner Reinaldo Trujillo	<u>Yes</u>
Commissioner Paul Vogel	<u>Yes</u>

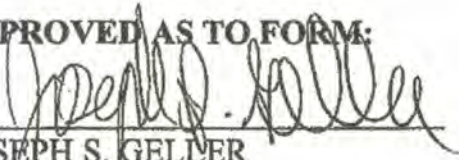
**PASSED and ADOPTED this 8th day of June, 2010.**

  
\_\_\_\_\_  
MAYOR OSCAR ALFONSO

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
JOSEPH S. GELLER  
City Attorney

City of North Bay Village Resolution: Assignment of Contract from Petrizzo Strategic Group to Franco Government Relations, Inc.

PETRIZZO STRATEGIC  
★ GROUP ★

May 26, 2010

**DELIVERY METHOD BY EMAIL AND OVERNIGHT EXPRESS**

Re: North Bay Village Contract with Petrizzo Strategic Group  
Omar Franco

Mr. George Kane  
North Bay Village  
1666 Kennedy Causeway  
Suite 700  
North Bay Village, FL 33141-4190

Dear George:

I am writing to inform you that, at the close of business on May 28, 2010, after more than 3 years with Petrizzo Strategic Group, and with Petrizzo Strategic's full support, Omar Franco will be leaving the firm to form his own lobbying firm, and his contact information is below.

During his tenure with Petrizzo Strategic, Omar has been the primary professional servicing your account. While I appreciate your confidence in Petrizzo Strategic, and it is and has been a great pleasure working with you, Petrizzo Strategic desires to assign the Contract with you to Omar so that Omar can continue to work with you.

As you are aware, Petrizzo Strategic may assign the Contract upon your prior written consent.

If you do not have a reasonable objection to Petrizzo Strategic's assignment, I would appreciate if you would countersign this letter where indicated below to evidence your consent to the assignment of the Contract to Omar. We have enclosed an extra original of this letter for your file. We would appreciate your prompt return (by electronic delivery and Federal Express) of one signed original to me.

If you have concerns or do object to Petrizzo Strategic's assignment, please contact me directly to discuss the possibility of Petrizzo Strategic subcontracting services under the Contract to Omar.

601 13th Street, N.W.  
Suite 430 North  
Washington, D.C. 20005

202.347.8787 ★ 202.347.9599 Fax ★ [www.petrizzostrategic.com](http://www.petrizzostrategic.com)  
Orlando ★ Washington, D.C. ★ Seattle

PETRIZZO STRATEGIC

I extend my best personal wishes, and I hope you will join me in wishing, all possible success to Omar. If you have any comments or questions regarding this transition, please contact me.

Best regards,



T.J. Petrizzo

cc: Omar Franco  
President, Franco Government Relations, Inc.  
10915 Blue Roan Road  
Oakton, VA 22124  
703-877-2263 office 202-731-3401 cell

CONSENTED TO Call, 2010:

North Bay Village

By: Jorge Forte

Name: Jorge Forte

Title: City Manager

601 13th Street, N.W.  
Suite 430 North  
Washington, D.C. 20005

202.347.8767 \* 202.347.9599 Fax \* [www.petrizzostrategic.com](http://www.petrizzostrategic.com)

Deland \* Washington, D.C. \* Seattle



2009-19

PETRIZZO STRATEGIC  
★ GROUP ★

CONSULTING AGREEMENT

By this agreement entered into this 1st day of January 2009, between Petrizzo Strategic Group, Inc. (hereinafter designated as "Consultant") and the City of North Bay Village, the services of the Consultant are retained by the City of North Bay Village pursuant to the following terms and conditions:

**1. Scope of Engagement**

The Consultant will represent the interests of the City of North Bay Village on their appropriations request for funding and grants before the legislative branch of the federal government.

**2. Terms**

This Agreement will have a term commencing January 1, 2009 and terminating December 31, 2009. However, the parties may agree to an extension of the contract on such terms and conditions as are mutually agreeable. Either party may terminate the Agreement for reasonable cause upon not less than thirty (30) days notice to the other party.

**3. Fees**

In consideration of the foregoing services, the City of North Bay Village agrees to pay the Consultant \$2,500 per month from January 1, 2009 to December 31, 2009. The first installment will be from January 1, 2009 and subsequent payments at the beginning of each successive month, billings to be provided by the Consultant.

Any Expenses incurred by the Consultant in the representation of the City of North Bay Village will be included in the monthly retainer. These will include local transportation, messenger and long distance services. Travel outside of the Washington, D.C. metropolitan area will be reimbursed only if authorized in advance by the City of North Bay Village.

4. Notices

Any notices under this Agreement are to be delivered in writing to the parties at their respective addresses listed below.

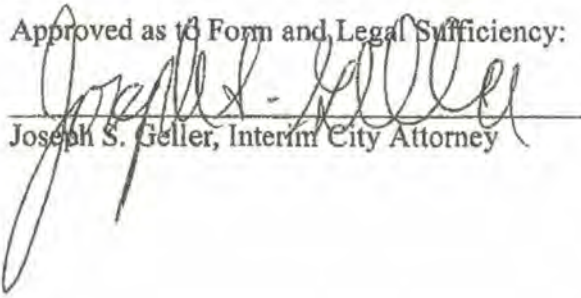
In witness whereof, the parties have executed this Agreement.

T.J. Petrizzo  
Petrizzo Strategic Group, Inc.  
601 13<sup>TH</sup> Street, N.W.  
Suite 430 North  
Washington, D.C. 20005

Signature

Date 4-15-09

Approved as to Form and Legal Sufficiency:

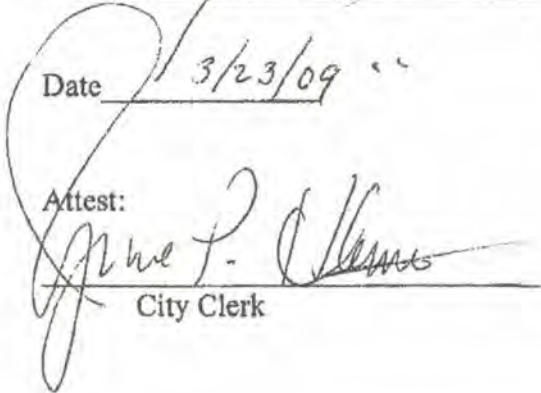
  
Joseph S. Geller, Interim City Attorney

Matthew Schwartz  
City of North Bay Village  
1666 Kennedy Causeway  
Suite 700  
North Bay Village, FL 33141

Signature

Date

Attest:

  
City Clerk

PETRIZZO STRATEGIC  
★ GROUP ★

December 9, 2008

Jorge Forte  
City Manager, City of North Bay Village  
1666 Kennedy Causeway  
Suite 700  
North Bay Village, FL 33141

Dear Mr. Forte:

Since the Petrizzo Strategic Group (PSG) is currently pursuing a multi-year effort to secure federal funding for the City of North Bay Village, pursuant to our consulting agreement, commencing January 1<sup>st</sup>, 2009 PSG agrees to extend the contract on such terms and conditions as are mutually agreeable. In consideration of the foregoing services, the City of North Bay Village agrees to pay PSG \$2,500 per month at the beginning of each successive month, billings to be provided by PSG.

As before, any expenses incurred by PSG in the representation of the City of North Bay Village will be included in the monthly retainer. These will include local transportation, messenger and long distance services. Travel outside of the Washington, D.C. metropolitan area will be reimbursed only if authorized in advance by the City of North Bay Village.

Thank you for your consideration.

Sincerely,



T.J. Petrizzo  
CEO and President

601 13th Street, N.W.  
Suite 430 North  
Washington, D.C. 20005

202.347.8787 ★ 202.347.9599 Fax ★ [www.petrizzostrategic.com](http://www.petrizzostrategic.com)  
Orlando ★ Washington, D.C. ★ Seattle



North Bay Village

9J

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 17, 2017

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

**RECOMMENDED BY MANAGER:** Frank K. Rollason, Village Manager

**PRESENTED BY:** Frank K. Rollason, Village Manager

**SUBJECT:** Kimley-Horn & Associates, Inc. – Work Authorization No. 17-05 – Main Pump Station Improvements

---

**RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution authorizing the Village Manager to execute the attached Kimley-Horn & Associates, Inc., proposed Work Authorization No. 17-05 entitled Main Wastewater Pump Station Improvements for a lump sum amount of \$46,600.00.

**BACKGROUND:**

On January 13, 2015, the Village Commission approved Resolution No. 2015-002 authorizing Kimley-Horn & Associates, Inc., to develop a Sanitary Sewer Facilities Plan as required by the Florida Department of Environmental Protection to qualify for a loan through the State Revolving Fund for the purpose of rehabilitating the Village's Sanitary Wastewater Infrastructure Facilities. As a result of the approved Facilities Plan, it is necessary for the overall rehabilitation of the Sanitary Wastewater Infrastructure System to evaluate the current condition of pumps and bar-screens to seek alternative methods to prevent clogging of pumps from solid debris. Kimley-Horn & Associates, Inc., as the Engineer of Record for the Village, has submitted the attached proposal to perform an analysis of the Main Pump Station Facility to include the following Scope of Services: Site Visit/Preliminary Design, Bid Document Development, and Bidding Services for a lump sum payment of \$46,600.00. This analysis is essential to enable the Administration to make recommendations to the Village Commission on how to move forward to address the concerns dealing with constant clogging of pumps.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson

**FINANCIAL IMPACT:**

The funds to cover the engineering and design services for this part of the sanitary sewer rehabilitation loan (WW130411) can be provided through the \$564,000 (15%) contingency that is built into the \$4,800,000 loan.

**PERSONNEL IMPACT:**

None

**CONTACT:**

Raymond Rammo, Acting Public Works Director



**North Bay Village**

Administrative Offices

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

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

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

**MEMORANDUM**  
**North Bay Village**

**DATE:** June 19, 2017  
**TO:** Yvonne P. Hamilton, CMC  
Village Clerk  
**FROM:** Frank K. Rollason  
Village Manager  
**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 17-05) FOR MAIN WASTEWATER PUMP STATION IMPROVEMENTS; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 17-05) FOR MAIN WASTEWATER PUMP STATION IMPROVEMENTS; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

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

**WHEREAS**, Kimley-Horn is the Engineer of Record for the on-going North Bay Village Infrastructure projects; and

**WHEREAS**, the Village Commission approved Resolution No. 2015-002 on January 13, 2015, authorizing Kimley-Horn & Associates, Inc. to develop a Sanitary Sewer Facilities Plan; and

**WHEREAS**, Section 2.3.2 of the Sanitary Sewer Facilities Plan speaks to replacing several of the wastewater pumps and control systems; and

**WHEREAS**, State Revolving Fund Loan No. WW130411 contains language authorizing funding for Sanitary Sewer Pump Station Improvements; and

**WHEREAS**, it is necessary for the overall rehabilitation of the sanitary sewer system to evaluate the current condition of pumps and accessories including existing bar-screens, as well as the need to install advanced bar-screens and collection pit and/or macerators to prevent continual clogging of the main pumps.

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

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

**Section 2. Approval of Project Agreement.** Project Agreement 17-05 between North Bay Village and Kimley-Horn & Associates, Inc. attached as Exhibit 1, to provide Main Wastewater Pump Station Improvements Analysis, which includes the following Scope of Services: Site Visit/Preliminary Design, Bid Document Development and Bidding Services as stipulated in Exhibit 2 of Project Agreement for a lump-sum payment of \$46,600.00 is hereby approved.

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

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

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

The foregoing Resolution was offered by \_\_\_\_\_, who moved for its adoption. This motion was seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this \_\_\_\_ day of June 2017.

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

**ATTEST:**

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

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

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

North Bay Village/Resolution/Kimley Horn & Associates, Work Authorization 17-05, Main Wastewater Pump Station Improvements.



**PROJECT AGREEMENT**

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 17-05

Main Wastewater Pump Station Improvements

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 17-05

Main Wastewater Pump Station Improvements

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

The VILLAGE and the CONSULTANT agree as follows:

**SECTION 1. SCOPE OF SERVICES**

1.1 The CONSULTANT shall provide professional services to research automated bar screen and macerator system options for use at the VILLAGE's Main Wastewater Pump Station. Once determined, the CONSULTANT will prepare Bid Documents associated with the proposed Main Wastewater Pump Station improvements as described in the "Project Description" attached as Exhibit "1."

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

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

## **SECTION 2. DELIVERABLES**

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

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

## **SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

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

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

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed three hundred (300) days from the Commencement Date, shall constitute the Contract Time.

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

## **SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION**

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of **\$46,600.00**. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

## **SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT**

### **5.1 Invoices**

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

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

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

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

## **SECTION 6. TERMINATION/SUSPENSION**

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

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

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

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

**SECTION 7. PERSONNEL ASSIGNED TO PROJECT**

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

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>Lewis Bryant</u>	<u>Professional Engineer</u>
<u>Stefano Viola</u>	<u>Professional Engineer</u>
<u>Jaime Albino</u>	<u>Engineer</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Casey Crozier</u>	<u>Administrative</u>
<u>Steve Bailey</u>	<u>Electrical Engineer</u>

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

**SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT**

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

**SECTION 9. SEVERABILITY**

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

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

**ATTEST:**

**NORTH BAY VILLAGE**

\_\_\_\_\_  
Village Clerk

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Village Attorney

**ATTEST:**

**KIMLEY-HORN AND ASSOCIATES, INC.**

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Print Name

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

(CORPORATE SEAL)

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

## **Exhibit "1"**

### **Project Description**

The CONSULTANT is pleased to submit this proposal to provide professional services to research automated bar screen and macerator system options for use at the VILLAGE's Main Wastewater Pump Station to address large debris currently collecting in the wetwell and impacting pumping operations. The project objective is to analyze the existing wetwell/influent line configuration and research automated bar screen and macerating equipment options accordingly. Once an equipment approach is determined, the CONSULTANT will develop Bid Documents associated with implementing the pump station improvements. This scope of work does not impact the operating parameters of the main wastewater pump station and therefore does not include any pump station performance or control system efficiency analysis.



## **Exhibit “2”**

### **Scope of Services**

The scope of services will be completed by the CONSULTANT and our electrical Subconsultant and the following tasks will be performed in close coordination with VILLAGE staff.

#### **Task 1 – Site Visit/Preliminary Design**

- 1.1 This task will include one site visit to obtain pump station, wetwell, electrical, and site information. The VILLAGE will provide the CONSULTANT with any updated pump station and control system plans as well as any equipment details for review.
- 1.2 Based on the field investigation, the CONSULTANT will research automated bar screen and macerator equipment options for consideration by the VILLAGE. The CONSULTANT will prepare a brief technical memorandum summarizing the equipment research with proposed alternatives and associated preliminary opinions of probable cost. The CONSULTANT will coordinate with the VILLAGE on a recommended approach prior to proceeding with Bid Documents.
- 1.3 The existing control system will be evaluated as part of researching the alternatives discussed above. The electrical service to the pump station will also be reviewed to confirm adequate power is available for the additional equipment. The intent is to address electrical modifications associated with the proposed improvements, but not review or modify existing electrical components as it relates to code compliance, operational issues, redundancy, and Class 1 Division 2 compliance. If existing electrical component deficiencies are identified as part of incorporating the pump station improvements, addressing those deficiencies can be provided as an additional service.
- 1.4 It is not anticipated that environmental permitting will be required for this work, but the CONSULTANT will coordinate the project intent with the Miami-Dade Department of Regulatory and Environmental Resources (DRER). If DRER does require permitting, that work can be provided as an additional service.
- 1.5 The CONSULTANT will attend two (2) meetings with the VILLAGE to discuss the preliminary project approach prior to moving forward with bid documents.

#### **Task 2 – Bid Document Development**

- 2.1 The CONSULTANT will provide Bid Documents associated with implementing the proposed pump station improvements as determined in Task 1. Plans will be provided in 11 x 17 format and will address items such as equipment installation, wetwell/influent line modifications, control panel modifications, and additional information to clarify the

intent of the plans. This scope of services does not include evaluation or modifications to the existing wastewater pump station equipment or operating parameters, rehabilitation of the wet well or dry pit structures or modifications to personnel access points.

- 2.2 The CONSULTANT will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Included with the specifications will be contract documents (EJCDC format) and a bid form that will list the separate pay items, estimated quantities, and units.
- 2.3 The CONSULTANT will provide an updated opinion of probable construction cost for the proposed pump station improvements.
- 2.4 The CONSULTANT will attend one (1) meeting with the VILLAGE during the bid document development process to discuss and review the project.

### **Task 3 – Bidding Services**

- 3.1 The CONSULTANT will assemble and transmit addendum and project clarifications during the advertisement of the project. The CONSULTANT will attend a pre-bid conference to discuss salient aspects of the project and to answer questions which potential bidders may raise in relationship to the project.
- 3.2 Once the VILLAGE receives bids, the CONSULTANT will review the bids and prepare a recommendation for award of bid.

### **Task 4 - Additional Services**

- 4.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
  - Existing wastewater pump station component or operational improvement evaluation
  - Remote pump station monitoring
  - Environmental or Building Department permitting
  - Construction phase services
  - Field or site specific survey work
- 4.2 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

## **DELIVERABLES**

- A. One plan set (11" x 17") with cover sheet, plan sheets, and detail sheets.

- B. One set of contract documents with technical specifications and bid form.
- C. Complete Bid Document electronically for use by the Village in bidding the project.
- D. Opinion of Probable Cost.

### **SCHEDULE**

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

**Exhibit "3"**

**Payment Schedule**

The Consultant will perform the services outlined in Tasks 1 through 3 for the lump sum fee of \$46,600.00. The following task items represent a breakdown of the lump sum amount for reference:

<b>Task</b>	<b>Description</b>	<b>Labor Fee</b>
1	Site Visit/Preliminary Design .....	\$20,200.00
2	Bid Document Development .....	\$24,600.00
3	Bidding Services .....	\$1,800.00
<b>TOTAL LUMP SUM FEE.....</b>		<b>\$46,600.00</b>

**RESOLUTION NO. 2015-002**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 15-01) EXPANDING THE SCOPE OF WORK UNDER WORK AUTHORIZATION NUMBER 14-06 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR THE PREPARATION OF A FACILITIES PLAN ASSOCIATED WITH THE VILLAGE SANITARY SEWER REHABILITATION PROJECT AS PART OF THE STATE FUNDING REQUIREMENTS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, the Village Commission adopted Resolution No. 2014-94 on October 14, 2014 approving Project Agreement 14-04 with Kimley-Horn & Associates, Inc. to provide professional services to develop Bid Documents to replace or repair associated sections of sanitary sewer piping throughout the Village's Sanitary Sewer Collection System; and

**WHEREAS**, the funding for this project is contingent upon approval of applications submitted for State loans; and

**WHEREAS**, the State requires the Village to submit a Facilities Plan describing the existing conditions, the proposed work and why it is needed, discuss the alternatives considered and why the selected alternative was chosen; describe the environmental effects/benefits, provide a cost estimate of the selected plan and provide the proposed implementation schedule; and

**WHEREAS**, this scope of work includes professional services for Kimley-Horn and Associates, Inc. to prepare the Facilities Plan associated with the Village Sanitary Sewer Rehabilitation Project for an amount not to exceed \$7,910 pursuant to Work Authorization No. 15-01 attached hereto as Exhibit 1.

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

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

**Section 2. Approval of the Project Agreement.** Project Agreement No. 15-01 between North Bay Village and Kimley-Horn & Associates, Inc. (the "Project Agreement") for providing professional services for preparation of a State Revolving Fund Facilities Plan associated with the Village Sanitary Sewer Rehabilitation Project described in Work Authorization No. 15-01 at a lump sum cost not to exceed \$7,910 is hereby approved.

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

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

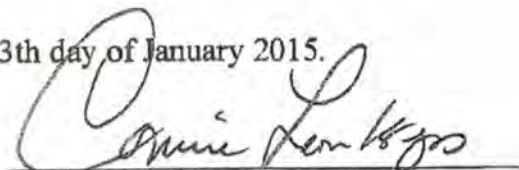
**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Commissioner Wendy Duvall, who moved for its adoption. This motion was seconded by Commissioner Richard Chervony, and upon being put to a vote, the vote was as follows:

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

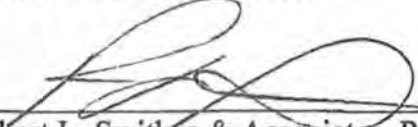
**PASSED AND ADOPTED** this 13th day of January 2015.



Connie Leon-Kreps, Mayor

**ATTEST:**  
  
\_\_\_\_\_  
Yvonne P. Hamilton, EMC  
Village Clerk

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

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

North Bay Village/Resolution/Kimley Horn & Associates, Inc.-Sanitary Sewer Rehabilitation Project.

# North Bay Village Sanitary Sewer Facilities Plan

*August 2015*

Prepared For:

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



Prepared By:

*Kimley-Horn and Associates, Inc.  
600 North Pine Island Rd., Suite 450  
Plantation, FL 33324*

**Kimley»»Horn**

KHA Project No.: 043138027



Gary R. Ratay, P.E. Date  
Florida License # 46682



Group, Inc. Appendix A includes an inspection report summarizing those deficiencies with associated photographs of various issues. As part of recent night flow isolation testing associated with the Sanitary Sewer Evaluation Survey (SSES) requirements, excessive infiltration flow rates indicating a severe loss in sanitary sewer system integrity are included in Table 1.

In addition to the sanitary sewer collection system deficiencies, the Village's has experienced repetitive failures associated with their aging wastewater pumps and control systems. Table 2 includes an estimated cost of \$850,000 associated with replacing several of the Village's wastewater pumps and control systems as part of this facilities plan. In addition, based upon the emergency expenditures within fiscal year 2015 pertaining to sanitary sewer maintenance repairs, the Village has spent approximately \$607,000.00.

### 2.3.3 Managerial Capacity

The Village owns their complete wastewater collection system. The Village's Public Works staff maintains and operates the wastewater collection system. Repairs and rehabilitation of the sanitary sewer system, wastewater pumps, and control systems are often made as performance issues, system leaks, or system failures are discovered.

## 3.0 DEVELOPMENT OF ALTERNATIVES

Three potential project alternatives were considered to resolve the public health risks and system performance issues associated with the Village's sanitary sewer collection system:

### 3.1 Cost Analysis Methodology

**Table 2**  
**North Bay Village**  
**Sanitary Sewer Facilities Plan**

**Asset Inventory: Estimated Wastewater Pump/Controls Replacement Costs**

Village Hall Wastewater Pump Station											
Line No.	Asset Description	Units	Quantity	Unit Cost	Current Replacement Cost	Service Life (Years)	Installation Date (Year)	Useful Expiration	Remaining Service Life (Years)	Useful Life Expiration	Replacement Cost
1	Submersible pumps, 88 HP	EA	2	\$31,000	\$62,000	15	2010	2025	12		\$93,686
2	Guide rail/lift station accessories	EA	2	\$10,000	\$20,000	20	1999	2019	6		\$24,585
3	Hatch covers	EA	2	\$3,000	\$6,000	20	1999	2019	6		\$7,376
4	Check valves	EA	2	\$800	\$1,600	20	1999	2019	6		\$1,967
5	Plug valves	EA	2	\$600	\$1,200	20	1999	2019	6		\$1,475
6	Discharge piping/fittings	LS	1	\$9,000	\$9,000	20	1999	2019	6		\$11,063
7	Wetwell/Valve vault	LS	1	\$30,000	\$30,000	30	1985	2015	2		\$32,137
8	Service, meter, and disconnect	LS	1	\$15,000	\$15,000	20	1999	2019	6		\$18,439
9	Electrical distribution system	LS	1	\$3,000	\$3,000	20	1999	2019	6		\$3,688
10	Duplex control panel	LS	1	\$9,000	\$9,000	20	1999	2019	6		\$11,063
11	RTU panel	LS	1	\$18,000	\$18,000	20	2010	2030	17		\$32,304
12	Conduit and wire	LS	1	\$4,000	\$4,000	20	1999	2019	6		\$4,917
13	Generator system	LS	1	\$48,000	\$48,000	20	2004	2024	11		\$70,079
Hispanola Wastewater Pump Station											
Line No.	Asset Description	Units	Quantity	Unit Cost	Current Replacement Cost	Service Life (Years)	Installation Date (Year)	Useful Expiration	Remaining Service Life (Years)	Useful Life Expiration	Replacement Cost
1	Submersible pumps, 10 HP	EA	2	\$15,000	\$30,000	15	2007	2022	9		\$40,887
2	Guide rail/lift station accessories	EA	2	\$10,000	\$20,000	20	2007	2027	14		\$32,374
3	Hatch covers	EA	2	\$3,000	\$6,000	20	2007	2027	14		\$9,712
4	Check valves	EA	2	\$800	\$1,600	20	2007	2027	14		\$2,590
5	Plug valves	EA	2	\$600	\$1,200	20	2007	2027	14		\$1,942
6	Discharge piping/fittings	LS	1	\$6,000	\$6,000	20	2007	2027	14		\$9,712
7	Wetwell/Valve vault	LS	1	\$30,000	\$30,000	30	2007	2037	24		\$68,500
8	Service, meter, and disconnect	LS	1	\$15,000	\$15,000	20	2007	2027	14		\$24,280
9	Electrical distribution system	LS	1	\$3,000	\$3,000	20	2007	2027	14		\$4,856
10	Duplex control panel	LS	1	\$9,000	\$9,000	20	2007	2027	14		\$14,568
11	RTU panel	LS	1	\$18,000	\$18,000	20	2010	2030	17		\$32,304
12	Conduit and wire	LS	1	\$4,000	\$4,000	20	2007	2027	14		\$6,475

**Table 2**  
**North Bay Village**  
**Sanitary Sewer Facilities Plan**

**Asset Inventory: Estimated Wastewater Pump/Controls Replacement Costs**

South Treasure Drive Wastewater Pump Station											
Line No.	Asset Description	Units	Quantity	Unit Cost	Current Replacement Cost	Service Life (Years)	Installation Date (Year)	Useful Expiration	Remaining Service Life (Years)	Useful Life Expiration	Replacement Cost
1	Submersible pumps, 3 HP	EA	2	\$7,500	\$15,000	15	1987	2002	-11		\$15,000
2	Guide rail/lift station accessories	EA	2	\$6,000	\$12,000	20	1987	2007	-6		\$12,000
3	Hatch covers	EA	2	\$2,000	\$4,000	20	1987	2007	-6		\$4,000
4	Check valves	EA	2	\$500	\$1,000	20	1987	2007	-6		\$1,000
5	Plug valves	EA	2	\$400	\$800	20	1987	2007	-6		\$800
6	Discharge piping/fittings	LS	1	\$3,000	\$3,000	20	1987	2007	-6		\$3,000
7	Wetwell/Valve vault	LS	1	\$20,000	\$20,000	30	1987	2017	4		\$22,950
8	Service, meter, and disconnect	LS	1	\$10,000	\$10,000	20	1987	2007	-6		\$10,000
9	Electrical distribution system	LS	1	\$2,000	\$2,000	20	1987	2007	-6		\$2,000
10	Duplex control panel	LS	1	\$5,000	\$5,000	20	1987	2007	-6		\$5,000
11	RTU panel	LS	1	\$18,000	\$18,000	20	2010	2030	17		\$32,304
12	Conduit and wire	LS	1	\$2,000	\$2,000	20	1987	2007	-6		\$2,000
Main Wastewater Pump Station											
Line No.	Asset Description	Units	Quantity	Unit Cost	Current Replacement Cost	Service Life (Years)	Installation Date (Year)	Useful Expiration	Remaining Service Life (Years)	Useful Life Expiration	Replacement Cost
1	Submersible pumps, 130 HP	EA	3	\$36,000	\$108,000	15	2010	2025	12		\$163,195
2	Hatch cover	EA	1	\$2,000	\$2,000	20	1990	2010	-3		\$2,000
3	Check valves	EA	3	\$1,100	\$3,300	20	1990	2010	-3		\$3,300
4	Plug valves	EA	3	\$900	\$2,700	20	1990	2010	-3		\$2,700
5	Internal piping	LS	1	\$15,000	\$15,000	20	1990	2010	-3		\$15,000
7	Wastewater Building	LS	1	\$750,000	\$750,000	30	1945	1975	-38		\$750,000
8	FPL Service	LS	1	\$25,000	\$25,000	20	2010	2030	17		\$44,867
9	Electrical distribution system	LS	1	\$60,000	\$60,000	20	2010	2030	17		\$107,681
10	Triplex control panel with VFD's	LS	1	\$120,000	\$120,000	20	2010	2030	17		\$215,361
11	SCADA system	LS	1	\$15,000	\$15,000	20	2010	2030	17		\$26,920
12	Conduit and wire	LS	1	\$20,000	\$20,000	20	2010	2030	17		\$35,894
13	Generator system with fuel tank	LS	1	\$250,000	\$250,000	20	1990	2010	-3		\$250,000
14	Pump station crane	LS	1	\$20,000	\$20,000	25	1990	2015	2		\$21,425
Total Wastewater Pump Station Costs					\$1,900,000						\$2,400,000
Wastewater Pump Replacement Cost											\$320,000
Wastewater Controls and Generator Replacement Cost											\$530,000
Total Wastewater Pump and Control System Replacement Cost											\$850,000



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

10A

**NORTH BAY VILLAGE  
RECOMMENDATION MEMORANDUM**

**DATE:** April 24, 2017

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

**RECOMMENDED BY MANAGER:** Frank Rollason, Village Manager

**PRESENTED BY:** Frank K. Rollason, Village Manager

**SUBJECT:** Addresses on Seawalls

---

**RECOMMENDATION:**

It is recommended that the Village Commission approve the first reading of the proposed amendment to the attached Ordinance entitled "Property Addresses" to provide for address numbers on seawalls, to enable the North Bay Village Police Marine Patrol Unit to be able to identify the property of which they have interest for any particular occurrence.

**BACKGROUND:**

With the Marine Patrol now currently operating on a semi-regular basis, it has become evident that the patrol officers cannot readily identify which property they are dealing with. The current ordinance does not contain the requirement for the property address to be readily displayed on the seawall, thus making it difficult for the officers to conduct their operations in a timely basis. Therefore, this recommended amendment is proposed for the consideration of the Commission to assist the Police Department in fulfilling their duties.

**FINANCIAL BUDGETARY IMPACT:**

None

**PERSONNEL IMPACT:**

None

**CONTACT:**

Carlos Noriega, Police Chief



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**MEMORANDUM**  
**North Bay Village**

**DATE:** May 9, 2017  
**TO:** Yvonne P. Hamilton, CMC  
Village Clerk  
**FROM:** Frank K. Rollason  
Village Manager  
**SUBJECT:** Introduction of Ordinance

---

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151, SECTION 151.101 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED "PROPERTY ADDRESSES" TO PROVIDE FOR ADDRESS NUMBERS ON SEAWALLS; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
**Connie Leon-Kreps**

Vice Mayor  
**Eddie Lim**

Commissioner  
**Jose R. Alvarez**

Commissioner  
**Dr. Douglas N. Hornsby**

Commissioner  
**Andreana Jackson**

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151, SECTION 151.101 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED "PROPERTY ADDRESSES" TO PROVIDE FOR ADDRESS NUMBERS ON SEAWALLS; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, provisions requiring Property Addresses to be visible from the streets are currently in effect under Section 151.101 of the Village Code of Ordinances; and

**WHEREAS**, changes to these Code provisions are desired, including the requirement for Address Numbers to be affixed to seawalls, in order to facilitate a provision of adequate public safety and emergency response services from the waterside, and

**WHEREAS**, the Village Commission finds that adoption of this Ordinance is in the best interest of the residents of North Bay Village.

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

Chapter 151, Section 151.101 of the North Bay Village Code of Ordinances entitled "Property Addresses" is hereby amended, as indicated by underlining and strikethrough below:

**§ 151.101 - Property addresses.**

A.

*Posting and maintenance of assigned property addresses.* It shall be the duty of the owner of any dwelling unit, building or place of business to which a number has been assigned, to display such number in numeral form in accordance with the following standards:

(1)

All Address nNumbers assigned to a property shall be clearly legible and shall be visible from the streets, alleys, roadways., and waterways., ~~except single-family residence addresses must be visible only from the street and roadways.~~

- (2) Property ~~n~~Numbers that are to be visible from ~~any distance~~ up to 100 feet from the centerline of the street, ~~or~~ roadway, or alleyway fronting the property and shall be no less than three inches high in height for single-family dwellings and ~~not~~ no less than six inches high in height for commercial and multi-family buildings. Address Numbers on seawalls shall be no less than eight inches in height and be of a reflective material.
- (3) Numerals shall be placed on a sharply contrasting background if placed on a freestanding address display stand or shall be of a sharply contrasting color if placed on the building wall or other structure.
- (4) Property numbers shall be placed in such a location mounted on a permanent structure or freestanding address display stand so as to be visible from the centerline of the street or roadway or alley facing the numerals.
- (5) Commercial structures with waterfront frontage shall be subject to the following:
  - a. Commercial structures with waterfront frontage shall display above or next to the street number the name of the business occupying the structure for identification from the waterway. The location, type style of lettering, mounting standards and visibility requirements of the displayed business name and address number shall be the same as those established for residential waterfront address in this section; provided, however, such displayed name and address numbers shall be in accordance with the zoning code, and the numbers for commercial and multi-family dwellings shall be no less than six inches high. Request for adjustments to the standards established in this subsection for waterfront structures shall be made in an acceptable application to the Building Official and indicate the standards to be adjusted and the proposed adjustment.
- (6) It shall be the duty of the owner to maintain the numbers of his buildings as herein provided in good condition.
- (7) The word "owner" as used in this section shall include owners of the fee, lessee and agent in charge.
- (8) It shall be unlawful for any person to tamper with, deface or take down numbers placed on any property in accordance with this section, except for repairs or replacement of such numbers.

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



**Section 2: Village Code Amended.** Chapter 151, Section 151.101 of the North Bay Village Code of Ordinances, entitled "Property Addresses" is hereby amended as indicated below:

**Section 3: Repeal.** Each of the above stated recitals is true and correct and incorporated herein by this reference.

**Section 4: Severability.** The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

**Section 5: Inclusion in the Code.** It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word..

**Section 6: Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by \_\_\_\_\_, 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 Eddie Lim	_____
Commissioner Jose R. Alvarez	_____
Commissioner Dr. Douglas N. Hornsby	_____
Commissioner Andreana Jackson	_____

**APPROVED ON FIRST READING** during a regular session of the North Bay Village Commission Meeting this \_\_\_\_ day of \_\_\_\_\_ 2017.

The foregoing Ordinance was offered by \_\_\_\_\_, who moved for its enactment. This motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

**FINAL VOTE ON ADOPTION:**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PASSED AND ENACTED** by the Commission of North Bay Village this \_\_\_\_ day of \_\_\_\_\_ 2017.

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

ATTEST:

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

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

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

North Bay Village Ordinance: Property Addresses including on Seawalls.

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152 - ZONING, OF THE CODE OF ORDINANCES OF NORTH BAY VILLAGE TO ALLOW THE VILLAGE MANAGER TO DENY LICENSES TO PRIOR VIOLATORS AND TO PROHIBIT ADVERTISING OF UNLICENSED VACATION RENTALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, the 2014 Florida Legislature enacted Senate Bill 356 (Florida Chapter 2014-71, Laws of Florida) (hereafter "SB 356") which provided that a local law, ordinance, or regulation adopted after June 1, 2011 may not prohibit short-term vacation rentals or regulate the duration or frequency of rental of vacation rentals; and

**WHEREAS**, a municipality may reasonably regulate short term vacation rentals within the law; and

**WHEREAS**, in April 12, 2016, North Bay Village adopted Ordinance No. 2016-005, creating a Vacation Rental License Program to regulate short-term vacation rentals; and

**WHEREAS**, the Village now seeks to prohibit the advertisement of unlicensed Vacation Rentals and to allow the Village Manager to deny issuing licenses to prior violators, in order to protect the health, safety, and general welfare of North Bay Village residents.

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

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

**Section 2: Village Code Amended.** Chapter 152 – Zoning of the North Bay Village Code of Ordinances is hereby amended to read as follows:

\* \* \*

**VACATION RENTAL LICENSE PROGRAM**

**GENERAL PROVISIONS**

**§152.112.01 PURPOSE.**

The purpose of this subchapter, Section 152.112, is to promote public health, safety, welfare and convenience through regulations and standards for short-term vacation rental properties by providing:

- (A) for a vacation rental license;
- (B) for safety and operational requirements;
- (C) for parking standards;
- (D) for solid waste handling and containment;
- (E) for licensure requiring posting of vacation rental information;
- (F) for administration, penalties and enforcement.

**§152.112.02 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***VILLAGE.*** North Bay Village, Florida, as geographically described in its Charter.

***HABITABLE ROOM.*** A room or enclosed floor space used or intended to be used for living or sleeping purposes, excluding kitchens, bathrooms, shower rooms, water closet compartments, laundries, pantries, foyers, connecting corridors, closets and storage space.

***OCCUPANT.*** Any person who occupies, either during the day or overnight, a Vacation Rental.

***TRANSIENT PUBLIC LODGING ESTABLISHMENT.*** Any unit, group of units, dwelling, building or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

***VACATION RENTAL.*** Any individually or collectively owned single- or multi-family house or dwelling unit that is also a transient public lodging establishment, and is located in an area zoned RS-1 and RS-2 and any individually or collectively owned residential condominium, apartment, or building dwelling unit that is also a transient public lodging establishment in the Village Areas zoned RM-40 and RM-70 that are located in a residential building or community that has not adopted rules, regulations, or provisions regulating the dwelling unit's use of transient public lodging establishments.

***VACATION RENTAL REPRESENTATIVE.*** A Vacation Rental property owner, or his/her authorized designee, as identified in the application for a Village Vacation Rental license.

## VACATION RENTAL LICENSE

### § 152.112.010 LICENSE REQUIRED.

(A) After July 1, 2016, an active Vacation Rental license shall be required to operate a Vacation Rental within the Village, except that Vacation Rental's in Village areas zoned RM-40 and RM-70 require a Vacation license only after February 9, 2017. After July 1, 2016, Vacation Rentals in Village areas zoned RS-1 and RS-2 must hold an active Vacation Rental license issued by North Bay Village to operate within the Village; and after February 9, 2017 all Vacation Rentals must hold an active Vacation Rental license issued by North Bay Village to operate within the Village. A separate Vacation Rental license shall be required for each Vacation Rental, as defined in Section 152.112.02.

(B) The advertising or advertisement for the rental of an unlicensed single-family or multi-family house or dwelling unit, or of a residential condominium, apartment, or building dwelling unit located in a residential building or community that has not adopted rules regulating the use of transient public lodging establishments, for periods of time less than thirty (30) days or one (1) calendar month is direct evidence of offering a property for rent as a vacation rental in violation of subsection 152.112.010(A) and the advertising or advertisement is admissible in any enforcement proceeding. The advertising or advertisement evidence raises rebuttable presumption that the residential property named in the notice of violation or any other report or as identified in the advertising or advertisement was used in violation of subsection 152.112.010(A).

### § 152.112.011 APPLICATION FOR VACATION RENTAL LICENSE.

(A) A property owner seeking initial issuance of a Vacation Rental license, or the renewal, or modification of a Vacation Rental license, shall submit to the Village a completed Vacation Rental license application in a form promulgated by the Village, together with an application fee in an amount set by resolution of the Village Commission.

(B) A complete application for the initial issuance, or renewal, or modification, of a Vacation Rental license shall demonstrate compliance with the standards and requirements set forth in this subchapter through the following submittals:

(1) A completed Vacation Rental license application form, which must identify; the property owner, address of the Vacation Rental, Vacation Rental Representative, and as well as the phone number of the Vacation Rental Representative.

(2) Payment of applicable fees.

(3) A copy of the Vacation Rental's current and active license as a Transient Public Lodging Establishment with the Florida Department of Business and Professional Regulation.

(4) A copy of the Vacation Rental's current and active certificate of registration with the Florida Department of Revenue for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida Department of Revenue.

(5) Evidence of the Vacation Rental's current and active account with the Miami-Dade County Tax Collector for the purposes of collecting and remitting tourist and convention development taxes and any other taxes required by law to be remitted to the Miami-Dade County Tax Collector.

(6) A copy of the current Local Business Tax Receipt.

(7) *Interior building sketch by floor.* A building sketch (may be hand drawn) by floor shall be provided, showing a floor layout and demonstrating compliance with the standards and requirements set forth in this subchapter. The sketch provided shall be drawn to scale, and shall show and identify all bedrooms, other rooms, exits, hallways, stairways, smoke and carbon monoxide detectors, swimming pools, fire extinguishers and exit signage/lighting.

(8) A sketch showing the number and the location of all on-site parking spaces for the Vacation Rental.

(9) Acknowledgement that each guest room shall be equipped with an approved listed single-station smoke detector meeting the minimum requirements of the NFPA.

(10) A section indicating whether the Vacation Rental will have 10 or fewer occupants or more than 10 occupants.

(11) A copy of the generic form vacation rental/lease agreement to be used when contracting with transient Occupants and guests.

(C) Incomplete applications will not be accepted, but will be returned with any fees submitted to the property owner with a notation of what items are missing.

(D) Vacation Rental license applications shall be sworn to under penalty of perjury ~~and~~. Any false statements in an application shall be a basis for the revocation of any license issued pursuant to such application.

#### **§ 152.112.012 MODIFICATION OF VACATION RENTAL LICENSE.**

An application for modification of a Vacation Rental license shall be required in the event that any of the following changes to the Vacation Rental are proposed:

(A) An increase in the gross square footage.

(B) An increase in the number of bedrooms.

- (C) An increase in the maximum occupancy.
- (D) An increase in the number of parking spaces, or a change in the location of parking spaces.
- (E) An increase in the number of bathrooms.
- (F) Any other material modifications that would increase the intensity of use.

**§ 152.112.013 DURATION OF VACATION RENTAL LICENSE.**

The Vacation Rental license shall expire each September 30, and may be annually renewed thereafter if the property is in compliance with this subchapter. Vacation Rental licenses acquired before September 30, 2016 will be valid until September 30, 2017.

**§ 152.112.014 RENEWAL OF VACATION RENTAL LICENSE.**

A property owner must apply annually for a renewal of the Vacation Rental license no later than 60 days prior to ~~the its~~ expiration date of the previous Vacation Rental license.

**§ 152.112.015 LICENSES NON-TRANSFERABLE, NON-ASSIGNABLE.**

Vacation Rental licenses are non-transferable and non-assignable. If the ownership of any Vacation Rental is sold or otherwise transferred, any outstanding Vacation Rental license as to that Vacation Rental shall be null and void upon the sale or transfer.

**VACATION RENTAL REPRESENTATIVE**

**§ 152.112.020 DUTIES OF VACATION RENTAL REPRESENTATIVE.**

Every Vacation Rental Representative shall:

(A) Be available by landline or mobile telephone answered by the Vacation Rental Representative at the listed phone number 24-hours a day, 7 days a week to handle any problems arising from the Vacation Rental; and

(B) Be willing and able to be physically present at the Vacation Rental within 60 minutes following notification from a Vacation Rental Occupant, law enforcement officer, emergency personnel, or the Village for issues related to the Vacation Rental, and shall actually be physically present at that location in that time frame when requested; and

(C) Conduct an on-site inspection of the Vacation Rental at the end of each rental period to assure continued compliance with the requirements of this subchapter.

## STANDARDS AND REQUIREMENTS FOR VACATION RENTALS

### § 152.112.030 GENERAL

The standards and requirements set forth in this section shall apply to the rental, use, and occupancy of Vacation Rentals in the Village.

### § 152.112.031 LOCAL PHONE SERVICE REQUIRED.

*Local phone service.* At least one landline telephone with the ability to call 911 shall be available in the main level common area in the Vacation Rental.

### § 152.112.032 PARKING STANDARDS.

Occupants and visitors to the Vacation Rental shall comply with all relevant parking codes as found in the Village Code of Ordinances.

### § 152.112.033 SOLID WASTE HANDLING AND CONTAINMENT.

Requirements for garbage storage and collection shall be as follows:

(A) Notice of the location of the trash storage containers and rules for collection shall be posted inside the Vacation Rental.

### § 152.112.034 MAXIMUM OCCUPANCY.

Requirements for space shall be as follows:

(A) Each Vacation Rental shall have a minimum gross floor area of not less than 150 square feet for the first occupant and not less than 100 square feet for each additional occupant.

(B) Every room in a Vacation Rental occupied for sleeping purposes shall:

(1) Have a gross floor area of not less than 70 square feet; and when occupied by more than one occupant, it shall have a gross floor area of not less than 50 square feet for each occupant. The maximum number of occupants for each room used for sleeping purposes shall be four.

(2) Have a minimum width of 8 feet.

(C) Gross area shall be calculated on the basis of total habitable room area, and those exclusions appearing in the definition of "habitable room" shall not be considered in calculation of such floor areas.



(D) Every habitable room in a Vacation Rental shall have a ceiling height of not less than 7 feet for at least half the floor area of the room. Any portion of a habitable room having a ceiling height of 5 feet or less shall not be included in calculating the total floor area of such room.

**§ 152.112.035 POSTING OF VACATION RENTAL INFORMATION.**

(A) In each Vacation Rental, located outside on the back or next to the main entrance door there shall be posted as a single page the following information:

(1) The name, address and phone number of the Vacation Rental Representative;

(2) The maximum occupancy of the Vacation Rental;

(3) A statement advising the Occupant that any sound which crosses a property line at a volume which is unreasonably loud is unlawful within the Village; as per the Village Noise Ordinance.

(4) A sketch of the location of the off-street parking spaces;

(5) The days and times of trash pickup;

(6) The location of the nearest hospital; and

(7) The local non-emergency police phone number.

(B) A copy of the building evacuation map – Minimum 8-1/2" by 11" shall be provided to the renter upon the start of each vacation rental.

**ADMINISTRATION, PENALTIES, AND ENFORCEMENT**

**§ 152.112.055 ADMINISTRATION OF VACATION RENTAL LICENSE PROGRAM.**

The ultimate responsibility for the administration of this subchapter is vested in the Village Manager, or his/her authorized designee, who is responsible for granting, denying, revoking, renewing, suspending and canceling Vacation Rental licenses for proposed and existing Vacation Rentals as set forth in this subchapter.

**§ 152.112.056 APPEALS.**

Any decision of the Village Manager, or his/her authorized designee, relating to the granting, denial, renewal, modification, or suspension of a Vacation Rental license under this subchapter shall be rendered in writing, and reviewed by the Village Commission if a notice by the applicant is filed with the Village Clerk within 10 days after the action to be reviewed. The Village Clerk shall place the matter on the agenda of an upcoming meeting of the Village Commission, at which the matter will be reviewed. The decision of the Village Commission shall be final. Such final decision may be reviewed as permitted under Florida law.

**§ 152.112.057 NOTICE.**

Any notice required under this subchapter shall be accomplished by sending a written notification by U.S. Mail, postage paid, to the mailing address of the Vacation Rental Representative set forth on documents filed with the Village under this subchapter, which shall be considered for all purposes as the correct address for service, or by personal service or delivery to the Vacation Rental Representative.

**§ 152.112.058 PENALTIES AND ENFORCEMENT.**

(A) *By citation.* Any violation of this subchapter – §152.112 – or any rule adopted under this subchapter may be punished by citation, as specifically described in Chapter 153 – Code Enforcement of the Code of Ordinances of North Bay Village, including but not limited to, the requirements of a reasonable warning prior to issuance of a citation; provided, however, such violation shall be subject to a fine in the amount of \$250.00, for the first offense, \$500.00 for the second and subsequent offenses, plus a suspension of the Vacation Rental license or a refusal to issue a Vacation Rental license as provided hereinafter, for the third offense. Each day a violation exists shall constitute a separate and distinct violation.

(B) *Other enforcement methods and penalties.* Notwithstanding anything otherwise provided herein, violations of this subchapter shall also be subject to all the enforcement methods and penalties that may be imposed for the violation of ordinances of the Village as provided in the Village Code of Ordinances. Nothing contained herein shall prevent the Village from seeking all other available remedies which may include, but not be limited to, injunctive relief, abatement of public nuisance, liens, fines, imprisonment, and other penalties as provided by law.

(C) *Suspension of license.*

(1) In addition to any fines and any other remedies described herein or provided for by law, the Village Manager shall suspend a Vacation Rental license upon a third violation of this subchapter in any continuous 12 month period. Such suspension of a Vacation Rental license shall be for a period of 1 year, and shall begin following notice, commencing either at the end of the current Vacation Rental lease period, or after 30 calendar days, whichever is less.

(2) For violations of the Florida Building Code, or Florida Fire Prevention Code, a Vacation Rental license shall be subject to temporary suspension starting immediately 3 working days after citation for such violation if it is not corrected, re-inspected, and found in compliance.

(3) The Village Manager may refuse to issue a Vacation Rental license upon a third violation of this subchapter in any continuous 12 month period, including but not limited to, if the property has operated an unlicensed Vacation Rental in violation of subsection 152.112.010(A) or advertised an unlicensed Vacation Rental in violation of subsection 152.112.010(B). Such refusal to issue a Vacation Rental license shall be for a period of 1 year.

(D) *Revocation of license.*

(1) The Village Manager may refuse to issue or renew a license or may revoke a Vacation Rental license issued under this subchapter if the property owner has willfully withheld or falsified any information required for a Vacation Rental license.

(2) The Village Manager shall revoke a Vacation Rental license issued under this subchapter upon the fifth adjudication of either a noise violation where such noise emanated from the Vacation Rental or receipt of a parking violation where such parking violation occurred on the Vacation Rental property within any continuous 12 month period, or any combination thereof.

(3) The property owner shall not be entitled to any refund of the annual fee paid for a license for any portion of the unexpired term of a license, because of revocation or suspension of the Vacation Rental license.

(E) For all purposes under this subchapter, service of notice on the Vacation Rental Representative shall be deemed service of notice on the property owner and Occupant.

(F) No Occupant shall occupy a Vacation Rental, and no advertisement for the Vacation Rental shall occur during any period of suspension of a Vacation Rental's Vacation Rental license.

## VESTING

### § 152.112.070 RENTAL AGREEMENT VESTING.

It is recognized that there are likely existing rental/lease agreements for Vacation Rentals as the time of passage of this ordinance which may not be in compliance with the regulations herein. Rental agreements that were entered into prior to the date of adoption, shall be considered vested. No special vesting process or fee shall be required to obtain this vesting benefit.

\* \* \*

**Section 3: Repeal.** Each of the above stated recitals is true and correct and incorporated herein by this reference.

**Section 4: Severability.** The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

**Section 5: Inclusion in the Code.** It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word..

**Section 6: Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by \_\_\_\_\_, 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 Eddie Lim \_\_\_\_\_  
Commissioner Jose R. Alvarez \_\_\_\_\_  
Commissioner Dr. Douglas Hornsby \_\_\_\_\_  
Commissioner Andreana Jackson \_\_\_\_\_

**APPROVED ON FIRST READING** during a regular session of the North Bay Village Commission Meeting this \_\_\_ day of \_\_\_\_\_ 2017.

The foregoing Ordinance was offered by \_\_\_\_\_, who moved for its enactment. This motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

**FINAL VOTE ON ADOPTION:**

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

**PASSED AND ENACTED** by the Commission of North Bay Village this \_\_\_\_ day of \_\_\_\_\_ 2017.

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

ATTEST:

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

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


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

North Bay Village Ordinance: Prohibiting advertising of unlicensed Vacation Rentals and denying issuance of STVR License to prior violators.



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)

**MEMORANDUM**  
**North Bay Village**

**DATE:** June 7, 2017  
**TO:** Yvonne P. Hamilton, CMC  
Village Clerk  
**FROM:** Frank K. Rollason   
Village Manager  
**SUBJECT:** Introduction of Ordinance

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA,  
AMENDING CHAPTER 152 - ZONING, OF THE CODE OF  
ORDINANCES OF NORTH BAY VILLAGE TO ALLOW  
THE VILLAGE MANAGER TO DENY LICENSES TO  
PRIOR VIOLATORS AND TO PROHIBIT ADVERTISING  
OF UNLICENSED VACATION RENTALS; PROVIDING  
FOR SEVERABILITY; PROVIDING FOR CONFLICTS;  
PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson



**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, JUNE 27, 2017** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ITEMS:

1. AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.
2. AN APPLICATION BY JONATHAN CASTRO, PROPERTY OWNER OF 7520 MUTINY AVENUE, FOR A VARIANCE UNDER SECTION 152.0971 OF THE VILLAGE CODE, FROM THE STRICT APPLICATION OF SECTION 152.027, TO ERECT A CARPORT, WHICH WILL BE 1.5 FEET FROM THE NORTH SIDE PROPERTY LINE WHERE 7.5 FEET IS REQUIRED.
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE TEXT OF THE COASTAL MANAGEMENT ELEMENT; REVISING THE COASTAL HIGH HAZARD AREA MAP, AS MANDATED BY FLORIDA STATUTES 163.3178(F); IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163; FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(First Reading)*
4. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152 - ZONING, OF THE CODE OF ORDINANCES OF NORTH BAY VILLAGE TO ALLOW THE VILLAGE MANAGER TO DENY LICENSES TO PRIOR VIOLATORS AND TO PROHIBIT ADVERTISING OF UNLICENSED VACATION RENTALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. *(First Reading)*
5. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151 OF THE VILLAGE CODE, ENTITLED "BUILDINGS" BY AMENDING SECTION 151.11 TO REQUIRE CONDOMINIUM ASSOCIATION APPROVAL FOR WORK PERFORMED INSIDE A CONDOMINIUM UNIT; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE, AND AN EFFECTIVE DATE. *(Second Reading)*
6. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, REPEALING ALL CHAPTERS OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING CHAPTER 1 GENERAL PROVISIONS, CHAPTER 2 ADMINISTRATIVE AND LEGISLATIVE PROCEDURES, CHAPTER 3 LAND USE, CHAPTER 4 CONSISTENCY AND CONCURRENCY DETERMINATIONS, CHAPTER 5 DESIGN STANDARDS AND CHAPTER 6 FLOOD DAMAGE PREVENTION; REPEALING APPENDICES OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING APPENDIX A APPLICATIONS, APPENDIX B BUILDING PERMIT APPLICATION, APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER, APPENDIX D SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE, APPENDIX E CLASS I COASTAL CONSTRUCTION PERMIT APPLICATION, APPENDIX H FLOOD CONTROL; REPEALING LAND DEVELOPMENT CODE COMPARATIVE TABLE OF ORDINANCES, REPEALING CHAPTERS OF THE VILLAGE CODE OF ORDINANCES INCLUDING CHAPTER 152 ZONING AND CHAPTER 155 DESIGN GUIDELINE STANDARDS; REPEALING APPENDIX B OF THE VILLAGE CODE OF ORDINANCES ENTITLED SIGN ILLUSTRATION; ADOPTING A NEW UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER 1 GENERAL, CHAPTER 2 RELATIONSHIP TO THE COMPREHENSIVE PLAN, CHAPTER 3 DEFINITIONS, CHAPTER 4 ADMINISTRATION AND ENFORCEMENT, CHAPTER 5 PERMITS AND DEVELOPMENT APPROVALS, CHAPTER 6 NONCONFORMITIES, CHAPTER 7 VARIANCES, CHAPTER 8 ZONING, CHAPTER 9 GENERAL SITE DESIGN STANDARDS, CHAPTER 10 FLOOD DAMAGE PREVENTION, CHAPTER 11 SIGNS, CHAPTER 12 ADULT ENTERTAINMENT, CHAPTER 13 VACATION RENTAL LICENSE PROGRAM, CHAPTER 14 MARIJUANA DISPENSARIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Second Reading)*

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

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

YVONNE P. HAMILTON, CMC  
VILLAGE CLERK

## Memorandum

**To:** North Bay Village Commission Members  
**From:** James G. LaRue, AICP  
**Date:** June 19, 2017  
**Subject:** Text Amendment to the Coastal Management Element of the Comprehensive Plan

---

This item before the Commission is an Amendment to the Coastal Management Element of the North Bay Village Comprehensive Plan, which is necessary due to a 2015 Florida legislative rule change known as “Peril of Flood” (Section 163.3178, F.S.). North Bay Village was chosen by the South Florida Regional Planning Council (SFRPC) as a “pilot community” to be included in a Community Planning Technical Assistance Grant that the SFRPC received from the State. The grant focuses on helping Florida communities find creative solutions to combat the impacts of storm surge and sea level rise, while protecting the functioning of important State resources. The SFRPC has used this grant to provide the requisite data and analysis and the resulting amended policy language. The LaRue Planning staff worked alongside the SFRPC to ensure the proposed amendment will provide helpful policy changes while also meeting the statutory requirements of Section 163.3178, F.S. Attached is a summary prepared by the SFRPC outlining the changes we are undertaking in the Plan Amendment package. The Planning & Zoning Board reviewed the proposed Amendment package and found it consistent with the Comprehensive Plan, recommending approval to the Village Commission at the May 2<sup>nd</sup> meeting.





**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)

**MEMORANDUM**

**North Bay Village**

**DATE:** June 13, 2017

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

**FROM:** Frank K. Rollason   
Village Manager

**SUBJECT:** Introduction of Ordinance

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE COASTAL MANAGEMENT ELEMENT; AMENDMENT TO THE COASTAL HIGH HAZARD AREA MAP, AS MANDATED BY FLORIDA STATUTES 163.3178; IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163; FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE COASTAL MANAGEMENT ELEMENT; AMENDMENT TO THE COASTAL HIGH HAZARD AREA MAP, AS MANDATED BY FLORIDA STATUTES 163.3178; IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163; FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***

**WHEREAS**, North Bay Village recognizes the need to plan for orderly growth and development; and

**WHEREAS**, Chapter 163, Florida Statutes provides for amendments to Adopted Comprehensive Plans under the Expedited Review Process; and

**WHEREAS**, the Village Commission desires to amend the Goals, Objectives and Policies of the Comprehensive Plan; and

**WHEREAS**, the Village Commission desires to adopt development and redevelopment principles and strategies that reduce the risk of flooding, storm surge and impacts of sea level rise, and

**WHEREAS**, the Village Commission wishes to include a redevelopment component in its Coastal Management Element of its Comprehensive Plan that specifically complies with Section 163.3178, F.S.

**WHEREAS**, the Village has reviewed the proposed amendments to the Comprehensive Plan and said proposed amendments were reviewed by the Village's Local Planning Agency (LPA) at a duly advertised meeting on June 7, 2017 which determined such amendments to be consistent with the Comprehensive Plan; and

**WHEREAS**, the Village Commission has agreed with the recommendations of the Local Planning Agency that the proposed amendments comply with the requirements of Chapter 163, Florida Statutes, and that the proposed amendments are consistent with the Comprehensive Plan; and

**WHEREAS**, the Village Commission held its duly advertised public hearing for the transmittal of the proposed amendments on June 27, 2017; and

**WHEREAS**, the Village Commission has received and responded to timely comments from certain review agencies which have been granted such authority under Florida Statute 163.3184(3)(b)3; and

**WHEREAS**, Village Commission held its duly advertised second public hearing for Adoption of this Ordinance on\_\_\_\_\_.

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

**Section 1.** The Commission of the North Bay Village, Florida hereby adopts the proposed Comprehensive Plan Amendments, attached as Exhibit "A". Text Amendments to the Coastal Management Element. This Amendment enhances North Bay Village's response to Peril of Flood, fulfilling the requirements set forth by Senate Bill 1094. These 2015 Florida legislative changes, known as "Peril of Flood" (Section 163.3178, F.S.) specify requirements for the coastal management element required for local government comprehensive plans.

**Section 2.** The Village Clerk is hereby directed to transmit three (3) copies of the amendments of the current Comprehensive Plan to the State Land Planning Agency, along with copies to the South Florida Regional Planning Council; Florida Department of Environmental Protection; Florida Department of State, Division of Historic Resources; Florida Department of Transportation; South Florida Water Management District; Florida Department of Education, the Miami-Dade County Planning Division; and to any other unit of local government which has filed a written request for a copy.

**Section 3. Repeal.** All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

**Section 4. Severability.** The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

**Section 5. Effective Date.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the State Land Planning Agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the State Land Planning Agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the State Land Planning Agency."

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

**The Votes were as follows:**

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

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

**FINAL VOTES AT ADOPTION:**

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

**DULY PASSED AND ADOPTED** \_\_\_ day of \_\_\_\_\_ 2017.

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

**ATTEST:**

\_\_\_\_\_  
**Yvonne P. Hamilton**  
Village Clerk

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

\_\_\_\_\_  
**Robert L. Switkes & Associates, P.A.**  
Village Attorney

## Memorandum

**To:** Planning & Zoning Board Members  
**From:** James G. LaRue, AICP  
**Date:** April 20, 2017  
**Subject:** Text Amendment to the Coastal Management Element of the Comprehensive Plan

---

This item before the Board is an Amendment to the Coastal Management Element of the North Bay Village Comprehensive Plan, which is necessary due to a 2015 Florida legislative rule change known as "Peril of Flood" (Section 163.3178, F.S.). North Bay Village was chosen by the South Florida Regional Planning Council (SFRPC) as a "pilot community" to be included in a Community Planning Technical Assistance Grant that the SFRPC received from the State. The grant focuses on helping Florida communities find creative solutions to combat the impacts of storm surge and sea level rise, while protecting the functioning of important State resources. The SFRPC has used this grant to provide the requisite data and analysis and the resulting amended policy language. The LaRue Planning staff worked alongside the SFRPC to ensure the proposed amendment will provide helpful policy changes while also meeting the statutory requirements of Section 163.3178, F.S. Attached is a summary prepared by the SFRPC outlining the changes we are undertaking in the Plan Amendment package. The Planning & Zoning Board will review the proposed Amendment package and make a Comprehensive Plan consistency recommendation to the Village Commission at the May 2<sup>nd</sup> meeting.



## **SUMMARY: Peril of Flood Amendment to North Bay Village's Coastal Management Element**

Prepared by  
South Florida Regional Planning Council (SFRPC)

The Florida State Legislature passed the Peril of Flood Act in 2015. This legislation placed new requirements for local governments to address flooding, including flooding from sea level rise. These requirements are incorporated in 163.3178(2)(f), Florida Statutes. This plan amendment is proposed to bring North Bay Village into compliance with this new state law.

### Background on Peril of Flood and Components

SFRPC has evaluated North Bay Village's susceptibility to current and future flood risk and prepared a comprehensive plan amendment which enhances North Bay Village's response to Peril of Flood, fulfilling the requirements set forth by Senate Bill 1094<sup>1</sup>. These 2015 Florida legislative changes, known as "Peril of Flood" (Section 163.3178, F.S.) specify requirements for the coastal management element required for local government comprehensive plans. The language directs coastal communities to include **redevelopment component** in their coastal management element which outlines the principles that must:

1. Include development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, storm water runoff, and the related impacts of sea-level rise.
2. Encourage the use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by FEMA.
3. Identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.
4. Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.
5. Require that any construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 be consistent with Chapter 161.
6. Encourage local governments to participate in the National Flood Insurance Program Community Rating System administered by FEMA to achieve flood insurance premium discounts for their residents."

The redevelopment component shall be based on current research and local data, and be consistent with coastal resource plans prepared and adopted pursuant to general or special law. Innovative modeling tools and information are constantly being developed in terms of infrastructure and habitat impacts from future flood risk<sup>2</sup>. This consideration provides for the translation of science to policy through comprehensive planning.

<sup>1</sup> SB 1094, Florida Senate (2015), *available at* <https://www.flsenate.gov/Session/Bill/2015/1094/BillText/Filed/PDF> (last visited March 30, 2017)

<sup>2</sup> See Erin L. Deady & Thomas Ruppert, *The Link Between Future Flood Risk and Comprehensive Planning*, 37 ELULS REPORTER 7, 10 (Sept. 2015), *available at*



### **Background on North Bay Village's Flood Risk**

- North Bay Village is entirely within the AE FEMA Flood Zone Designation
- The current Coastal High-Hazard Area (CHHA) is mainly within about a ½ mile of roadway segments along the southwest corner of Treasure Island, mainly along Treasure Drive. Despite the installation of a pump at the corner where flooding is most extensive, tidal flooding was observed in this area during the King Tide Flooding in 2016. The Village has an RFP out to install backflow preventers on over 50 of their existing storm water outfalls.
- By 2030, the CHHA only widens the extent along existing areas or road segment currently within the CHHA, but by 2060, it may expand to large portions of both Treasure Island and North Bay Island.
- The entire extent of the Village is landward of the coastal construction control lines
- North Bay Village is investigating participation in the National Flood Insurance Program Community Rating System

### **North Bay Village's Peril of Flood Language Summary**

Goal: Achieve a flood resistant community by: promoting protecting and adapting public infrastructure, services, natural systems and resources from climate change impacts; providing for a redevelopment component that outlines the principles that shall be used to eliminate inappropriate and unsafe development in the coastal areas when opportunities arise as identified by the Peril of Flood legislation, (Section 163.3178, F.S.) and; continuing to coordinate with other agencies to address climate change at the local, County, Regional, State, Federal, and global levels.

Based upon modeling of current and future sea level rise, compounded with extreme tides, using the NOAA Sea Level Rise Inundation Methodology, the Village shall consider results from this project to identify potential impacts, and identify map areas vulnerable to these impacts. This shall include the identification of existing, pending, and proposed development and infrastructure potentially at risk due to current and future flood hazard.

**Key Changes include:**

- **Additions to Objective 8.1 on evacuation and hazard mitigation strategies**
  - Policy 8.1.10: Implement County’s Hurricane Procedures, to identify immediate actions necessary to protect the health, welfare, and safety of its residents.
  - Policy 8.1.11: Monitor updates to the Miami-Dade County Local Mitigation Strategy (LMS) and the Miami-Dade County Emergency Operations Plan procedures
- **Additions to Objective 8.4 on runoff reduction**
  - Policy 8.4.2: Reduce unpaved landscape and use native landscaping methods recommended by the County
- **Additions to Objective 8.6 on Coastal High Hazard Area Land Use and Infrastructure**
  - Policy 8.6.6: to integrate innovative climate adaptation and mitigation
- **Additions to Objective 8.7 on evaluate sea level rise risks of existing infrastructure**
  - Policy 8.7.1: to work with Southeast Florida Regional Climate Compact
  - Policy 8.7.6: to review Florida Department of Economic Opportunity’s “Community Resiliency Initiative: Planning for Sea Level Rise,”
  - Policy 8.7.7: to use NOAA methods for Sea Level Rise modelling
  - Policy 8.7.8: to participate in the Miami-Dade Water and Sewer Department’s “Resilient Utilities Coalition”
  - Policy 8.7.9: to utilize technical assistance from County, Regional, and State resources
  - Policy 8.7.10: to complete (in progress) lining of waterwater pipes by December 2017
  - Policy 8.7.11: to continue installing flap gates, sleeve valves and/or duckbill valves as appropriate





- **Additions to Objective 8.9 to achieve a flood resilient community (THIS IS THE KEY ONE) Assessments will inform redevelopment practices as identified by the Peril of Flood legislation, (Section 163.3178, F.S.)**
  - Policy 8.9.1: to evaluate Miami Dade County and other local government post-disaster guidelines and propose appropriate guidelines for post-disaster development
  - Policy 8.9.2: to implement development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas. These include but are not limited to cost effective solutions which will be explored in the supplemental data and analysis report
  - Policy 8.9.12: integrate adaptation strategies into Village the Land Development Code, and Comprehensive Plan.
  - Policy 8.9.13: continue to work with the South Florida Regional Planning Council and other agencies
  - Policy 8.9.14: continue to investigate participation in the National Flood Insurance Program Community Rating System

## COASTAL MANAGEMENT ELEMENT Goals, Objectives, and Policies

**GOAL:** Protect human life and the environment and limit destruction in areas subject to natural disaster through implementation of hazard mitigation strategies.

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

*Objective 8.1:* The Village shall continue to coordinate with Miami-Dade County Emergency Operations Center to provide ~~improve~~ hurricane warning notice and information about evacuation conditions for residents in order to maintain or reduce hurricane evacuation times ~~in accordance with the 1998 baseline time of twelve (12) hours.~~

**Policy 8.1.1:** The Village shall periodically update its Emergency Evacuation Assistance Program to identify and provide notice to citizens who require evacuation assistance.

**Policy 8.1.2:** The Village shall work with Miami-Dade Transit Authority to ensure adequate transportation is available to all citizens who require such assistance.

**Policy 8.1.3:** Continue the coordination program with Miami-Dade County on hurricane evacuation of the Village's citizens to County-wide shelters (from the pickup point on Treasure Island).

**Policy 8.1.4:** Upon posting of a hurricane watch, the Village shall contact Village residents identified through the special assistance survey conducted as per Policy 8.1.1 through e-mail and direct phone calls to urge evacuation and establish the need for evacuation assistance upon posting of a hurricane warning.

**Policy 8.1.5:** The Village shall coordinate with the County and the South Florida Regional Planning Council to reduce or maintain evacuation time to twelve (12) hours. The Village shall adopt an evacuation policy in concert with Miami-Dade County Emergency Operations Center which immediately informs residents when an evacuation order has been issued.

**Policy 8.1.6:** Critical evacuation roadway links shall receive high priority for annual maintenance and capital improvement expenditures.

**Policy 8.1.7:** Hurricane Storm Surge Evacuation Zones shall be the areas designated/delineated by Miami-Dade County, as requiring evacuation and/or early evacuation in any storm event impacting Zone B (Orange Zone). ~~The Village shall adopt an early evacuation policy that directs an early evacuation of all residents immediately upon posting of a hurricane warning and again once an evacuation order has been issued.~~

**Policy 8.1.8:** The Coastal High-Hazard Area, shall be defined as stated in Florida Statutes Chapter 163, as the areas below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model, as described in Florida Statutes 163.3178(2)(h). The area defined should be based upon the most recently available data published by the Florida division of emergency management. ~~Hurricane Storm Surge Evacuation Zones shall be the areas designated/delineated by Miami-Dade County, as requiring evacuation and/or early evacuation in any storm event impacting Zone B (Orange Zone).~~

**Policy 8.1.9:** The Village will conduct specific measures to ensure that properties fronting along the 79th Street (Kennedy) Causeway will conform to the adopted Revitalization Plan for this corridor. As a minimum, these measures shall include:

- a. Creation of an inventory of corridor buildings by age in order to establish which buildings do not conform to Florida Building Code Hurricane Standards.
- b. Annual corridor building inspections by the Village Building Official to determine the status of those structures in relation to Florida Building Code Hurricane Standards.
- c. Continued emphasis on early evacuation measures to ensure that the revitalization strategies maintain or reduce hurricane evacuation clearance times in County-wide or Village initiated early evacuation.
- d. Establishing a cost impact index within one (1) year that determines the potential costs of damages to substantial structures, properties, and infrastructure in the absence of building renovation or replacement under the Village's Revitalization Plan.
- e. Performing yearly inspections to determine risk exposure of water/sewer lines, overhead utility lines, traffic signal heads, and other infrastructure to hurricane storm surges within Zone B (Orange Zone).
- f. Requiring new residential development or redevelopment within the corridor to offset increased demand on shelter space, if warranted, by providing \$200 per shelter space for the demand created or \$70 per residential unit constructed. Such cost is to be funded by the developer of the residential project.
- g. Limiting public expenditures in the Coastal High Hazard Area, except for:
  1. upkeep and maintenance of existing infrastructure;
  2. provision of public access to the shoreline; and
  3. that needed to make public facilities more disaster resistant.
- h. Executing an interlocal agreement(s) with the Village and Miami-Dade County Office of Emergency Management and any other applicable agency such as FDOT, FHP, and any other affected municipality to reduce clearance times during evacuations.
- i. Requiring new development or redevelopment along the corridor water access properties to provide public access to the shoreline areas.
- j. Annual staff reports will be completed recording cumulative impacts on causeway evacuation clearance times based on new residential development or redevelopment in the corridor.

**Policy 8.1.10:** The Village will continue to implement programs and policies in conjunction with Miami-Dade County to protect residents and businesses from disasters and mitigate hazards. The Village will implement the post-disaster programs and procedures outlined in the County's Hurricane Procedures, to identify immediate actions necessary to protect the health, welfare, and safety of its residents.

Policy 8.1.11: The Village shall monitor updates to the Miami-Dade County Local Mitigation Strategy (LMS) and the Miami-Dade County Emergency Operations Plan procedures to ensure that all applicable provisions of the hazard mitigation are incorporated and/or addressed in local hazard mitigation procedures.

**GOAL:** Provide for increased safe and nondestructive public use of natural coastal resources for North Bay Village.

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

**Objective 8.2:** Increase public access to coastal views and recreational opportunities such as boardwalks and fishing areas to the extent possible in an already built-out area.

**Policy 8.2.1:** Identify mechanisms for obtaining public access rights from new coastal development projects.

**GOAL:** Provide for the conservation and protection of coastal resources.

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

**Objective 8.3:** Continue to regulate and encourage proper coastal management techniques through site plan review and zoning mechanisms.

**Policy 8.3.1:** Continue to enforce the ordinance requiring landscapers to store grass clippings in bags.

**Policy 8.3.2:** Implement and improve shoreline clean-up operations where needed to reduce the amount of debris that accumulates along portions of the Village's shoreline.

**Policy 8.3.3:** Encourage the use of rip rap as a desirable option when restoring bulkheads to prevent erosion, enhance stability, and improve aquatic habitat.

**Policy 8.3.4:** Continue to coordinate with Miami-Dade County Department of Regulatory and Economic Resources – Division of Environmental Resources Management on permitting for docks and for coastal development in general.

**Policy 8.3.5:** Give preference to stormwater management techniques such as berming and backsloping, the use of low maintenance, salt tolerant landscaping, and retention and infilling techniques.

**Policy 8.3.6:** Continue to monitor all applicable resource protection plans and determine their effect upon existing Village policies and requirements.

**Policy 8.3.7:** The Village will ensure that any new regulation to protect water resources is consistent with SFWMD's environmental resource permitting and consumptive permitting use permitting rules.

**Policy 8.3.8:** The Village will ensure that any new regulation to protect water resources is consistent with the most current Miami-Dade County's 20 Year Work Plan and South Florida Water Management District's (SFWMD) environmental resource permitting and consumptive permitting use permitting rules.

**Objective 8.4:** Reduce the amount of surface water runoff, if economically feasible.

**Policy 8.4.1:** Provide facilities for on-site infiltration or offsite discharge of stormwater, after water quality treatment, to the extent economically feasible, during development or redevelopment of North Bay Village, or during rehabilitation of the stormwater sewer system.

**Policy 8.4.2:** Maintain or increase unpaved landscape to ease stormwater infiltration. Adhere to native landscaping methods which align to Miami-Dade County's recommended salt tolerant and water absorbent vegetation. The Village will implement landscaping programs and processes via local development review processes, establishing meaningful and legitimate standards and providing salient guidelines for more detailed land development and use regulations in reference to promoting vegetation that is highly water absorbent, can withstand the marine environment, and the impacts of tropical storm winds.

**Objective 8.5:** The Coastal High Hazard Areas in the Village shall be the area below the elevation of the category 1 storm surge line as established by a "Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model".

~~Policy 8.5.1: The definition for Coastal High Hazard Areas shall be the area below the elevation of the category 1 storm surge line as established by a "Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model".~~

**Policy 8.5.18.5.2:** The Village shall inventory and identify all reimbursable improvements in the coastal area eligible for federal funding and include this information in the Village's local mitigation strategy plan.

**Objective 8.6:** Coastal High Hazard Area Land Use and Infrastructure: Limit Village funds used to improve infrastructure within its planning area that would have the effect of directly subsidizing development above the adopted intensity and density standards of the Village.

**Policy 8.6.1:** The Village shall not fund any public infrastructure capacity expansion if such funding and such expansion would have the effect of directly subsidizing a specific private development.

**Policy 8.6.2:** Objective 8.6 and Policy 8.6.1 above shall be implemented in such a way as to not preclude the Village's plan to extend sewer lines, improve drainage facilities or reconfigure streets in order to provide adequate infrastructure to serve the Future Land Use Plan development pattern or development for which rights were vested prior to enactment of this Plan.

**Policy 8.6.3:** The Village shall prohibit any future proposed land use amendment and/or development or redevelopment activity which would increase the adopted density/intensity of the Coastal High Hazard Area as it currently is defined.

**Policy 8.6.4:** The Village will conduct yearly inventories of existing infrastructure focusing on the condition of water, sewer, and stormwater runoff systems. This analysis will determine if the existing systems need to be repaired, expanded, or replaced to maintain adopted level of service standards and meet infrastructure demands of proposed developments.

**Policy 8.6.5:** Funding for infrastructure improvements necessary to meet the demands generated by the development or redevelopment will be part of the Village's yearly updating process in its Capital Improvements Plan. Funding phasing for the infrastructure improvements will coincide with these development demands. The Village shall not fund infrastructure improvements (or increase infrastructure capacity) that would support population densities and intensities above the levels allowed for in the Future Land Use map.

Policy 8.6.6: The Village shall support development measures which integrate innovative climate adaption and mitigation designs where possible.

*Objective 8.7:* In accordance with Village Resolution No. 2014-84A, the Village shall address the issue of, and prepare for the impacts of, sea level rise. All infrastructure projects must consider potential impacts of sea level rise during all project phases. The Village manager will evaluate sea level rise risks to existing infrastructure.

**Policy 8.7.1:** The Village shall collaborate with stakeholders at least every 5 years or earlier to analyze the best available data and maintain efforts to identify and understand the risks, vulnerabilities and opportunities for strategies within the 25 to 100 year updated planning horizons and projections set by the Southeast Florida Regional Climate Compact. The Village will adjust and change planning horizons and projections to continue to meet the standard proposed by the Compact.

**Policy 8.7.2:** The Village shall determine a procedure to review vulnerable critical facilities and assets and rank them relative to importance, level of vulnerability, and life expectancy.

**Policy 8.7.3:** The Village shall educate property owners about mitigation strategies they can implement to protect their property.

**Policy 8.7.4:** New development will be required to meet new building standards as determined by the Village and or State as applicable.

**Policy 8.7.5:** The Village shall develop a strategic plan to address recurring flooding issues which takes into account an anticipated increase in flooding from excess rainfall, storm surge, and sea level rise.

Policy 8.7.6: The Village shall review the Florida Department of Economic Opportunity's "Community Resiliency Initiative: Planning for Sea Level Rise," as well as other state and federal planning resources, as part of its efforts to establish effective strategies to plan for and adapt to sea level rise. In examining the statewide planning framework, the Village can better determine how best to integrate sea level rise adaptation policies into existing processes.

Policy 8.7.7: The National Oceanic and Atmospheric Administration (NOAA) Sea Level Rise Inundation Methodology will be used to model current and future sea level rise, compounded with extreme tides. The Village shall identify potential adverse impacts and identify and map areas vulnerable to these impacts by May 2018. This analysis shall include the identification of existing, pending, and proposed development and infrastructure that would be inappropriate or unsafe as a consequence of current and future flood hazards.

Policy 8.7.8: The Village shall participate in the "Resilient Utilities Coalition" which aims to create a peer to peer professional network to improve the resiliency of key water and wastewater infrastructure in South Florida. The organization was founded by the Miami-Dade Water and Sewer Department.

Policy 8.7.9: The Village shall monitor planning guidance, modeling and vulnerability analysis methodologies, effective modes for communicating sea level rise risks, and continually request technical assistance to support sea level rise adaptation policies from the State of Florida, South Florida Regional Planning Council, Miami-Dade County, the Southeast Florida Regional Climate Compact, and the Department of Economic Opportunity. The Village shall coordinate with the Southeast Florida Regional Climate Compact for needed support in data and analysis regarding sea level rise vulnerability for the Village.

**Policy 8.7.10:** The Village shall complete (in progress) lining of wastewater pipes by February 2018 and continue to evaluate and implement measures where feasible to flood proof coastal pumping stations and electrical facilities in vulnerable areas.

**Policy 8.7.11:** The Village shall continue to reinforce increased inflow into the storm water system in vulnerable areas by installing flap gates, sleeve valves and/or duckbill valves as appropriate and:

1. Continue to evaluate the need for new pumping stations in vulnerable areas.
2. Continue to ensure development and redevelopment consider the best available data on minimum floor elevation, including FEMA flood zones.

***Objective 8.8:*** **The Village shall provide immediate response to post-hurricane situations in concert with its post-disaster redevelopment plan, to be adopted within one year of this Plan's adoption, which will reduce or eliminate the exposure of human life and public and private property to natural hazards.**

**Policy 8.8.1:** After a hurricane, but prior to re-entry of the population into evacuated areas, the Village Commission shall meet to hear preliminary damage assessments, appoint a Recovery Task Force, and consider a temporary moratorium of building activities not necessary for the public health, safety, and welfare.

**Policy 8.8.2:** The Recovery Task Force shall include the Building Official, Public Works Director and other Village staff members as directed by the Village Commission. Staff shall be provided by the Departments whose Directors sit on the Task Force. The Task Force shall be terminated after implementing its responsibility.

**Policy 8.8.3:** The Recovery Task Force shall review and decide upon emergency building permits; coordinate with Miami-Dade County, State and Federal Officials to prepare disaster assistance applications; analyze and recommend to the Village Commission hazard mitigation options including reconstruction or relocation of damaged public facilities; develop a redevelopment plan; and recommend amendments to the Village's Comprehensive Plan, Miami-Dade County's Emergency and Evacuation Assistance Program, and other appropriate policies and procedures.

**Policy 8.8.4:** The Recovery Task Force shall propose immediate repair and clean-up actions needed to protect the public health and safety of citizens including repairs to potable water, wastewater, and power facilities; removal of building and/or vegetative debris; stabilization or removal of structures about to collapse; and minimal repairs to make dwelling habitable such as minor roof repairs and other weatherproofing/security measures. These actions shall receive first priority in permitting decisions. Long term redevelopment activities shall be postponed until the Recovery Task Force has completed its tasks.

**Policy 8.8.5:** The Recovery Task Force shall propose Comprehensive Plan amendments which reflect the recommendations in any interagency hazard mitigation reports or other reports prepared pursuant to Section 406 of the Disaster Relief Act of 1974 (PL93-288).

**Policy 8.8.6:** If rebuilt, structures which suffer damage in excess of fifty percent (50%) of their appraised value shall be rebuilt to meet all current requirements, including those enacted since construction of the structure.

- Policy 8.8.7:** Structures which suffer recurring damage to pilings, foundations, or load-bearing walls shall be required to rebuild landward of their current location to modify the structure to structurally enhance the structure, institute other mitigation measures, or delete the areas most prone to damage.
- Policy 8.8.8:** Repair or reconstruction of the existing seawalls in the Village must be accompanied by appropriate shoreline protection, revetment or rip-rap, in order to maintain the stability of the seawall and the conditions of the adjacent navigable waters.
- Policy 8.8.9:** Following a natural disaster, and prior to the implementation of long-term redevelopment, the Village shall do the following: Based upon the damage assessment report prepared by the Miami-Dade Transportation and Public Works Department, the Village shall consult with its Public Works officials and consultant engineer to evaluate options for damaged public facilities including abandonment, repair in place, relocation, and repair with structural modification, to determine the most strategic approach to long-term development. The evaluation shall include, but not be limited to, issues pertaining to damage caused by natural disaster, cost to construct repairs, cost to relocate, cost to structurally modify, limitations of right-of-way, and maintenance costs.
- Policy 8.8.10:** Structures existing within the Coastal High Hazard Area which suffer recurring damage (damage in excess of fifty percent [50%] of current replacement cost of construction) shall be modified in accordance with the most recent Florida Building Code requirements. This may include, but is not limited to, retrofitting, stormproofing, and other structural upgrades to structures.
- Policy 8.8.11:** Structures which are damaged in excess of fifty percent (50%) of their current replacement value shall be required to be rebuilt to meet all current land development requirements as determined by the Village Building Official.
- Policy 8.8.12:** The Village shall utilize the following criteria to distinguish between immediate repair and clean up actions and long-term redevelopment subsequent to a natural disaster.
1. *Potable Water Facilities:* Immediate repair shall include implementation of necessary actions, including but not limited to, repairing or replacing water lines and plumbing facilities to ensure a closed system, proper disinfection, and sufficient pressure to meet demands for fire flow and domestic water (for consumption purposes only), the utilization of auxiliary pumps and electrical generators.  
  
Long-term redevelopment shall include implementation of the necessary actions to return the Village's water distribution system to at least its condition prior to the onset of the natural disaster. This may include relocation of facilities, retrofitting, stormproofing, and other structural upgrading.
  2. *Wastewater Facilities:* Immediate repair shall include implementation of necessary actions, including but not limited to, repairing or replacing wastewater lines and pumping facilities, utilization of auxiliary pumps and electrical generators, and methods to remove and treat raw sewage to avoid discharge of raw sewage into adjacent water bodies and onto land.  
  
Long-term redevelopment shall include implementation of necessary actions to return the Village's sanitary sewer system to at least its condition prior to the onset of the natural disaster. This may include relocation of facilities, retrofitting, stormproofing, and other structural upgrading.



3. *Drainage Facilities:* Immediate repair shall include implementation of necessary actions, including but not limited to, the removal of sand and debris from drainage structures, pumping of stormwaters, utilization of temporary electrical generators to ensure function of the system to address potential flooding.

Long-term redevelopment shall include: Implementation of actions necessary to return the Village's stormwater system to at least its condition prior to the onset of the natural disaster. They may include relocation of facilities, retrofitting, stormproofing, and other structural upgrading.

4. *Habitable Structures:* Immediate repair shall include removal of debris and vegetation; stabilization or removal of structures about to collapse and minimal repairs to make dwellings and other structure habitable such as minor roofing repairs and other weatherproofing/security measures. In these instances, building permits shall not be necessary prior to performing the work but retroactive permits shall be required in accordance with the provisions set forth in Ordinance No. 92-99 of Miami-Dade County, Florida.

Long-term redevelopment activities shall include normal construction activities for rebuilding and/or substantial structural repairs in accordance with the Florida Building Code and other limitations contained within the Village's Comprehensive Plan and Land Development Regulations.

~~Policy 8.8.13: The process for making long-term redevelopment decisions in a post-disaster period shall be consistent with the following general guidelines and principles for the relocation, removal or modification of damaged structures:~~

- ~~1. The Village adopts the following definitions for making decisions pertaining to redevelopment in the Coastal High Hazard Area. Based upon the following definitions, all rebuilding activities shall be subject to Coastal Construction Code Standards and Coastal High Hazard Area limitations:~~

- ~~a. "Repair" means the restoration of a portion of the structure, including the foundation of the structure, to its original design configuration of an equivalent structural standard. Repair of a structure assumes that a significant portion of the structure, including its foundations, remains intact. If the supported structure or its foundation has collapsed to the point that either the supported structure or the foundation requires substantial rebuilding, then such activity shall not constitute repair. If a structure, as a result of damage to either the supported structure or the foundation, is no longer habitable, such structure shall be presumed to require substantial rebuilding.~~

- ~~b. "Rebuilding" means any construction activity including alteration of an existing foundation, which would result in structural stability such that the survivability of the structure during a coastal storm is increased. Rebuilding shall also include any construction activity which, as noted above, involves the substantial rebuilding of either the supported structure or the foundation of the structure.~~

- ~~2. Rebuilding (as defined above) activities will be in accordance with Florida Department of Environmental Protection's requirements for development seaward of the Coastal Construction Control Line, and all structural requirements of the Florida Building Code. Further, prior to approving such redevelopment activities, the Village shall require the applicant to provide documentation that the structure being~~

~~built is as landward as possible from the Federal Emergency Management Agency Velocity Zone and the Coastal Construction Control Line. The applicant shall provide proof that the structure cannot be moved any further landward on the lot without causing harm to public health and safety. The Village may vary building setback requirements in order to accomplish the intent of this policy.~~

~~3. The Village shall keep a record of all repairs and rebuilding activities. Structures may not be rebuilt (as defined above) more than twice in any 100 year period in the Velocity Zones.~~

**Objective 8.9:** **The Village will achieve a flood resilient community status by phasing out inappropriate and unsafe development in the coastal areas when opportunities arise, using studies, surveys, and data to assess flooding risks which result from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise. Assessments will provide the basis for redevelopment practices as identified by the Peril of Flood legislation, (Section 163.3178, F.S.).**

**Policy 8.9.1:** **The Village shall evaluate Miami-Dade County and other local government post-disaster guidelines and propose appropriate guidelines for post-disaster development. The proposed guidelines will also address the relocation, mitigation, or replacement of Coastal High Hazard Area infrastructure and will implement the Village's coastal management element. The post-disaster guidelines shall distinguish between the recovery phase and long-term redevelopment including the removal, relocation, or structural modifications of damage and unsafe structures and infrastructure.**

**Policy 8.9.2:** **The Village will implement development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas. The process for making long-term redevelopment decisions in a post disaster period shall be consistent with the following general guidelines and principles for the relocation, removal or modification of damaged structures:**

- 1. Identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.**
- 2. Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.**
- 3. In order to reduce flood risk from, or associated with, high-tide events, storm surge, flash floods, stormwater runoff and the impacts related to sea-level rise, continue to promote the use of the development and redevelopment principles, strategies and engineering solutions contained in the supplemental data and analysis report from the South Florida Regional Planning Council, the Florida Building Code and the Village's Land Development Code.**

**Policy 8.9.3:** **The Village adopts the following definitions for making decisions pertaining to redevelopment in the Coastal High Hazard Area.**

- 1. Based upon the following definitions, all rebuilding activities shall be subject to Coastal Construction Code Standards and Coastal High Hazard Area limitations:**
  - a. "Repair" means the restoration of a portion of the structure, including the foundation of the structure, to its original design configuration of an equivalent structural standard. Repair of a structure assumes that a significant portion of the structure, including its foundations, remains intact. If the supported structure or**

its foundation has collapsed to the point that either the supported structure or the foundation requires substantial rebuilding, then such activity shall not constitute repair. If a structure, as a result of damage to either the supported structure or the foundation, is no longer habitable, such structure shall be presumed to require substantial rebuilding.

- b. *“Rebuilding”* means any construction activity including alteration of an existing foundation, which would result in structural stability such that the survivability of the structure during a coastal storm is increased. Rebuilding shall also include any construction activity which, as noted above, involves the substantial rebuilding of either the supported structure or the foundation of the structure.
2. Rebuilding (as defined above) activities will be in accordance with Florida Department of Environmental Protection’s requirements for development seaward of the Coastal Construction Control Line, and all structural requirements of the Florida Building Code. Further, prior to approving such redevelopment activities, the Village shall require the applicant to provide documentation that the structure being built is as landward as possible from the Federal Emergency Management Agency Velocity Zone and the Coastal Construction Control Line. The applicant shall provide proof that the structure cannot be moved any further landward on the lot without causing harm to public health and safety. The Village may vary building setback requirements in order to accomplish the intent of this policy.
  3. The Village shall keep a record of all repairs and rebuilding activities. Structures may not be rebuilt (as defined above) more than twice in any 100-year period in the Velocity Zones.

**Policy ~~8.9.48.8-14~~:** The Village shall identify land and structures in the Coastal High Hazard Area, inventory their assessed value, judge the utility of land for public use and make recommendations for acquisition when post-disaster opportunities arise. Because of the extremely high land and existing structure costs in the Village, should acquisition opportunities arise, the Village will explore funding options such as grants and/or loans.

**Policy ~~8.9.58.8-15~~:** When undertaking post-disaster redevelopment activities, development permits may be waived for short term recovery measures such as: emergency repairs to streets, water, electricity, or other utilities to restore service; removal of debris; and public assistance matters including temporary shelter or housing.

**Policy ~~8.9.68.8-16~~:** In planning post-disaster redevelopment activities for repair and clean up, factors to be considered in order to protect the public health and safety shall include:

1. Repairs to potable water, wastewater and power facilities.
2. Removal of debris.
3. Stabilization or removal of structures in a perilous conditions.
4. Minimal repairs to make structures habitable.

These conditions shall receive first priority in determining the appropriateness of emergency building permits. Long-term redevelopment activities shall be postponed until the Recovery Task Force has coordinated immediate repair and clean-up operations.

**Policy ~~8.9.78.8.17~~:** Permitting Decision Priorities. Immediate recovery actions needed to protect the public health and safety shall take priority in permitting decisions following hurricane or other storm events or natural disasters. Such priority actions will include, but not be limited to, debris removal; roadway and infrastructure repair; water use restrictions, if necessary; access restrictions, if required to protect lives or property, and other similar activities needed to assure the safe movement of people, goods and supplies within the impacted area. Long term repair or recovery actions, such as relocating infrastructure, rebuilding of damaged structures and the like, will be distinguished from the short-term actions herein described.

**Policy ~~8.9.88.8.18~~:** The applicable provisions of the Florida Building Code relating to hurricane precautions inspections and permitting are hereby adopted by reference.

**Policy ~~8.9.98.8.19~~:** The Village adopts the following criteria relating to the consideration of relocating public infrastructure, cognizant of the Village's geographic limitations and development status:

1. The land upon or under which the infrastructure existed is gone or reconfigured so that replacement is not possible technically or financially as determined by the Village Commission.
2. The costs of repairs or retrofitting versus relocation costs.
3. Opportunities arising out of acquisition of land by the Village or other government entity.

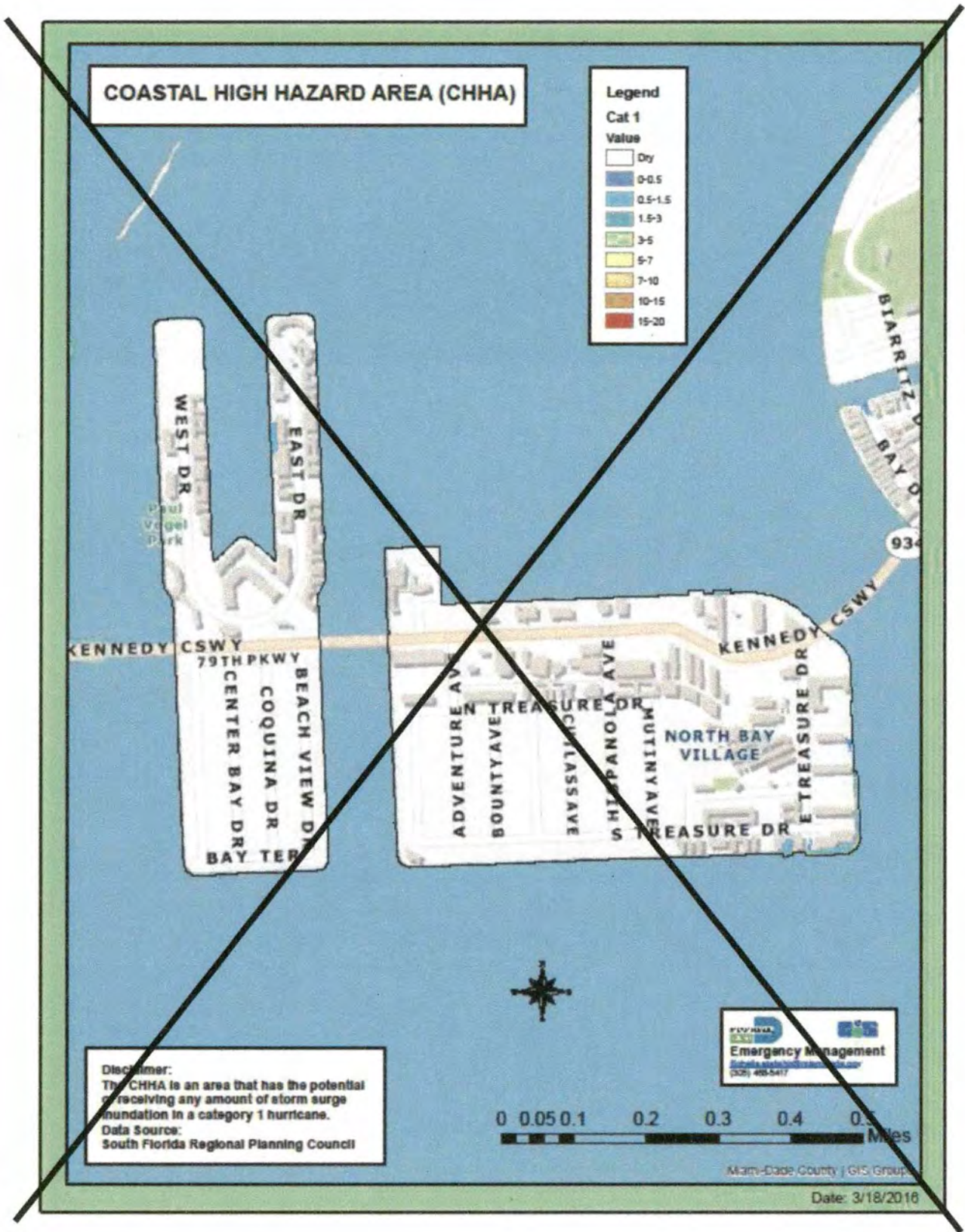
**Policy ~~8.9.108.8.20~~:** Notwithstanding the preceding policies, no regulations, permitting procedure or post disaster redevelopment planning shall be approved or applied to property, as the case may be, so as to constitute a taking or inordinately burden an existing use of real property or a vested right to a specific use of real property within the meaning of the Bert J. Harris, Jr., Private Property Rights Protection Act, codified as Section 70.001, Florida Statutes.

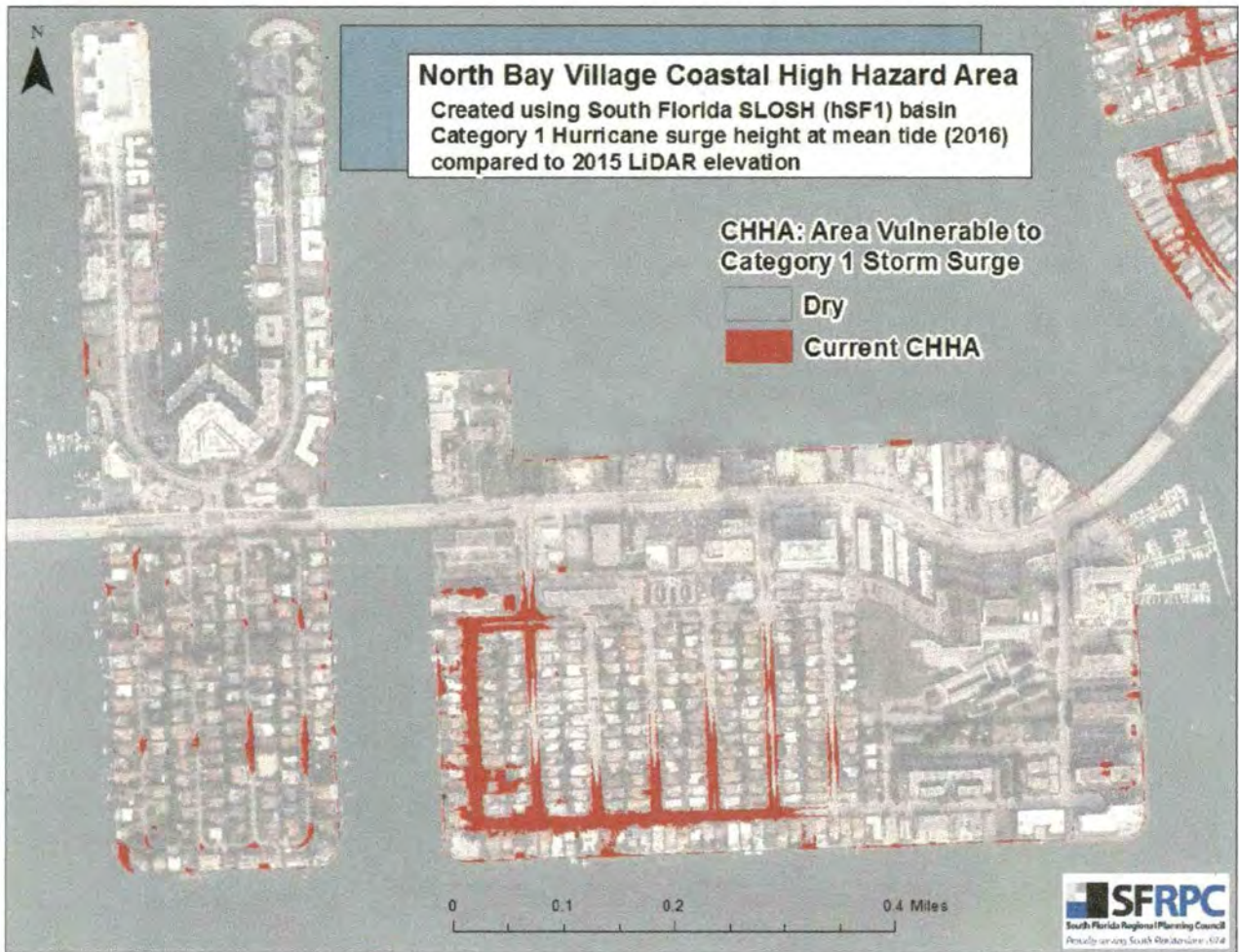
**Policy ~~8.9.118.8.21~~:** The Village recognizes that certain vested development rights may exist for property within the Village. The Village will consider such claims after a petition is made to the Village and, after due public hearings, the Village Commission may grant approval to the request. The documentation for a claim shall follow the procedures found in Section 2-114.1, Code of Miami-Dade County, Florida.

**Policy 8.9.12:** Adaptation strategies may apply to the Village Land Development Code, as well as the Comprehensive Plan. Through implementation of all plans, the Village will continue to ensure that all new buildings or structures shall meet, or exceed, the flood-resistant construction requirements of the Florida Building Code and federal flood plain management regulations including for wind, flood proofing and storm surge protection.

**Policy 8.9.13:** The Village will continue to work with the South Florida Regional Planning Council and other agencies at the local, County, Regional, State, Federal, and global levels to address climate change and to encourage best practices with regards to redevelopment and flood mitigation.

**Policy 8.9.14:** The Village will continue to investigate participation in the National Flood Insurance Program Community Rating System.





North Bay Village – Comprehensive Plan  
 Coastal Management Element  
 Amended: ~~May 10, 2016~~ May 2017



**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, JUNE 27, 2017** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ITEMS:

1. AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.
2. AN APPLICATION BY JONATHAN CASTRO, PROPERTY OWNER OF 7520 MUTINY AVENUE, FOR A VARIANCE UNDER SECTION 152.0971 OF THE VILLAGE CODE, FROM THE STRICT APPLICATION OF SECTION 152.027, TO ERECT A CARPORT, WHICH WILL BE 1.5 FEET FROM THE NORTH SIDE PROPERTY LINE WHERE 7.5 FEET IS REQUIRED.
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE TEXT OF THE COASTAL MANAGEMENT ELEMENT; REVISING THE COASTAL HIGH HAZARD AREA MAP, AS MANDATED BY FLORIDA STATUTES 163.3178(F); IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163; FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(First Reading)*
4. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152 - ZONING, OF THE CODE OF ORDINANCES OF NORTH BAY VILLAGE TO ALLOW THE VILLAGE MANAGER TO DENY LICENSES TO PRIOR VIOLATORS AND TO PROHIBIT ADVERTISING OF UNLICENSED VACATION RENTALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. *(First Reading)*
5. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151 OF THE VILLAGE CODE, ENTITLED "BUILDINGS" BY AMENDING SECTION 151.11 TO REQUIRE CONDOMINIUM ASSOCIATION APPROVAL FOR WORK PERFORMED INSIDE A CONDOMINIUM UNIT; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. *(Second Reading)*
6. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, REPEALING ALL CHAPTERS OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING CHAPTER 1 GENERAL PROVISIONS, CHAPTER 2 ADMINISTRATIVE AND LEGISLATIVE PROCEDURES, CHAPTER 3 LAND USE, CHAPTER 4 CONSISTENCY AND CONCURRENCY DETERMINATIONS, CHAPTER 5 DESIGN STANDARDS AND CHAPTER 6 FLOOD DAMAGE PREVENTION; REPEALING APPENDICES OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING APPENDIX A APPLICATIONS, APPENDIX B BUILDING PERMIT APPLICATION, APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER, APPENDIX D SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE, APPENDIX E CLASS I COASTAL CONSTRUCTION PERMIT APPLICATION, APPENDIX H FLOOD CONTROL; REPEALING LAND DEVELOPMENT CODE COMPARATIVE TABLE OF ORDINANCES, REPEALING CHAPTERS OF THE VILLAGE CODE OF ORDINANCES INCLUDING CHAPTER 152 ZONING AND CHAPTER 155 DESIGN GUIDELINE STANDARDS; REPEALING APPENDIX B OF THE VILLAGE CODE OF ORDINANCES ENTITLED SIGN ILLUSTRATION; ADOPTING A NEW UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER 1 GENERAL, CHAPTER 2 RELATIONSHIP TO THE COMPREHENSIVE PLAN, CHAPTER 3 DEFINITIONS, CHAPTER 4 ADMINISTRATION AND ENFORCEMENT, CHAPTER 5 PERMITS AND DEVELOPMENT APPROVALS, CHAPTER 6 NONCONFORMITIES, CHAPTER 7 VARIANCES, CHAPTER 8 ZONING, CHAPTER 9 GENERAL SITE DESIGN STANDARDS, CHAPTER 10 FLOOD DAMAGE PREVENTION, CHAPTER 11 SIGNS, CHAPTER 12 ADULT ENTERTAINMENT, CHAPTER 13 VACATION RENTAL LICENSE PROGRAM, CHAPTER 14 MARIJUANA DISPENSARIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Second Reading)*

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE)

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

YVONNE P. HAMILTON, CMC  
VILLAGE CLERK



North Bay Village

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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 31, 2017

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

**RECOMMENDED BY STAFF:** Village Manager Frank K. Rollason

**PRESENTED BY STAFF:** Village Manager Frank K. Rollason

**SUBJECT:** Award of RFP No. NBV 2017-003 to Therma Seal Roof Systems, LLC  
**Roof Repairs to 1841 Galleon Street Facility**

**RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution awarding the Bid for RFP No. NBV 2017-003 for Roof Repairs to 1841 Galleon Street Facility to Therma Seal Roof Systems, LLC.

**BACKGROUND:**

On March 13, 2017, North Bay Village issued RFP NBV 2017-003 for the Roof Repairs to 1841 Galleon Street Facility in North Bay Village. One (1) proposal was received from Therma Seal Roof Systems, LLC. An Evaluation Committee consisting of Mr. Raymond Rammo, P.E., M.S., Acting Director of North Bay Village Public Works Department; Mr. Bert Wrains, Finance Director for North Bay Village; Mr. Timothy Smith, Superintendent of North Bay Village Public Works Department; and Mr. Rafael Rodriguez, Field Inspector for North Bay Village, evaluated the proposal.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson



The Evaluation Committee deemed the proposal responsive and recommended the Bid be awarded to Therma Seal Roof Systems, LLC at a bid price of \$31,446.00. Therefore, the Village Manager hereby requests that the Village Commission accepts the recommendation of Therma Seal Roof Systems, LLC as the responsive bidder for Award of RFP No. NBV 2017-003 and permit authorization to enter into a contract for the scope of services outlined in the RFP documents for the Roof Repairs to 1841 Galleon Street Facility.

**BUDGETARY IMPACT:**

430-30-533-6201 – Buildings \$31,446.00.

**PERSONNEL IMPACT:**

None. Contractor will provide necessary personnel.

**CONTACT:**

Raymond Rammo, Acting Public Works Director



**North Bay Village**

Administrative Offices

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

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

www.nbvillage.com

**MEMORANDUM**  
**North Bay Village**

**DATE:** June 19, 2017

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

**FROM:** Frank K. Rollason  
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, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDED RFP NO. 2017-003 FOR ROOF REPAIRS TO 1841 GALLEON STREET FACILITY TO THERMA SEAL SYSTEMS, LLC; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP DOCUMENTS; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDED RFP NO. 2017-003 FOR ROOF REPAIRS TO 1841 GALLEON STREET FACILITY TO THERMA SEAL SYSTEMS, LLC; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, North Bay Village, in accordance with applicable State and local laws, has solicited Request for Proposals (RFP) from qualified companies to repair the roof at 1841 Galleon Street; and

**WHEREAS**, one response was received from Therma Seal Roof Systems, LLC; and

**WHEREAS**, Section 36.25(N) of the Village Procurement Ordinance authorizes the Village Manager to negotiate the best terms and conditions with the responsive proposer, when less than three responses are received; and

**WHEREAS**, the proposals were evaluated by a Committee consisting of Raymond Rammo, P.E., M.S., Acting Public Works Director, Bert Wrains, Finance Director, Timothy Smith, Public Works Superintendent, and Rafael Rodriguez, Field Inspector; and

**WHEREAS**, the Evaluation Committee deemed the proposal responsive; and

**WHEREAS**, the Evaluation Committee found Therma Seal Roof Systems, LLC qualified to perform the work according to the scope of services outlined in the RFP documents and recommended that the RFP be awarded to this company; and

**WHEREAS**, after reviewing the recommendation of the Evaluation Committee, the Village Manager recommends award of RFP No. NBV 2017-003 to Therma Seal Roof Systems, LLC for repairing the roof at 1841 Galleon Street.

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

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

**Section 2.**     **Award of Proposal.** RFP No. NBV 2017-003 for Roof Repairs to 1841 Galleon Street Facility is hereby awarded to Therma Seal Roof Systems, LLC.

**Section 3. Authorization of Village Officials.** The Village Manager is authorized to enter into an agreement with Therma Seal Roof Systems, LLC for the roof repairs to 1841 Galleon Street as outlined in RFP No. 2017-003 at a lump sum cost of \$31,446, to be paid from the General Fund, Building Account No. 430-30-533-6201.

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

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED AND ADOPTED** this \_\_\_ day of June 2017.

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

**ATTEST:**

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

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

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

North Bay Village Resolution: Award of RFP No. 2017-003 for Roof Repairs to 1841 Galleon Street to Therma Seal Roof Systems, LLC.



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

**DATE:** May 26, 2017

**TO:** Frank K. Rollason  
Village Manager

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

**SUBJECT:** RFP No. 2017-003, Roof Repairs to 1841 Galleon Street Facility  
Technical Review Committee Meeting

On April 28, 2017, one proposal was received at North Bay Village for the above referenced project; it was from Therma Seal Roof Systems, LLC with a total bid amount of \$31,446.00.

The evaluation committee met on May 25, 2017 at 2:30PM to evaluate the proposal. The committee was composed of the following individuals:

1. Mr. Raymond Rammo, P.E., M.S.; Acting Public Works Director, North Bay Village who served as the evaluation committee chair.
2. Mr. Bert Wrains; Finance Director, North Bay Village.
3. Mr. Timothy Smith; Public Works Superintendent, North Bay Village.
4. Mr. Rafael Rodriguez; Field Inspector, North Bay Village.

Ms. Yvonne Hamilton, Village Clerk, North Bay Village was present to record the meeting.

The technical review committee performed an evaluation of the criteria required in the RFP documents. The proposal evaluation points for each member were as follows:

Bidder: Therma Seal Roof Systems, LLC						
Evaluator	Award Yes/No	Total Evaluation Points - Max 100	Team Qualifications Max 10	Team Similar Projects Experience Max 10	Team References Max 10	Total Bid Price Max 70
Raymond Rammo, P.E.	Y	89	10	10	9	60
Bert Wrains	Y	85	9	8	8	60
Timothy Smith	Y	95	8	9	8	70
Rafael Rodriguez	Y	98	10	10	10	68
<b>Total Points Awarded</b>	<b>Y = 4</b>	<b>367</b>	<b>37</b>	<b>37</b>	<b>35</b>	<b>258</b>

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim


Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson

Therefore, out of a total of 400 points available, the proposer, EnviroWaste Services Group, Inc., achieved a total of 367 points.

The Technical Review Committee voted unanimously in favor of selecting Therma Seal Roof Systems, LLC, the only responsive bidder; and recommends that it is in the best interest of the Village that the Village Manager awards the contract to Therma Seal Roof Systems, LLC.

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

  
\_\_\_\_\_  
Recommendation Approved/Denied  
Frank Rollason, Village Manager

- CC: Ms. Yvonne Hamilton, Village Clerk for North Bay Village  
Mr. Raymond Rammo, P.E., M.S.; Acting Public Works Director, North Bay Village  
Mr. Bert Wrains; Finance Director, North Bay Village  
Mr. Timothy Smith; Public Works Superintendent, North Bay Village  
Mr. Rafael Rodriguez; Field Inspector, North Bay Village

TECHNICAL REVIEW COMMITTEE MEETING – MAY 25, 2017 @ 2:30PM  
RFP EVALUATION FORM  
ROOF REPAIRS TO 1841 GALLEON STREET FACILITY - RFP No. 2017-003

EVALUATORS	THERMA SEAL ROOF SYSTEMS, LLC				
	TOTAL EVALUATION POINTS MAXIMUM 100	TEAM QUALIFICATIONS MAXIMUM 10 POINTS	TEAM SIMILAR PROJECTS EXPERIENCE MAXIMUM 10 POINTS	TEAM REFERENCES MAXIMUM 10 POINTS	TOTAL BID PRICE MAXIMUM 70 POINTS
Raymond Rammo, P.E.	89	10	10	9	60
Rafael Rodriguez	98	10	10	10	68
Timothy Smith	95	8	9	8	70
Bert Wrains	85	9	8	8	60
<b>TOTAL POINTS</b>	<b>367</b>	<b>37</b>	<b>37</b>	<b>35</b>	<b>258</b>
<b>AVERAGE TOTAL POINTS</b>	<b>91.75</b>				

ROOF REPAIRS TO 1841 GALLEON STREET FACILITY  
NORTH BAY VILLAGE  
RFP No. 2017-003

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EVALUATION SHEET

NAME OF FIRM: THERMA SEAL ROOF SYSTEMS, LLC

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	9
4. TOTAL BID PRICE	70	60
TOTAL POINTS	100	89

COMMENTS:

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EVALUATOR: Raymond Rivas  
Ralph O  
SIGNATURE

DATE: 5/25/2017



ROOF REPAIRS TO 1841 GALLEON STREET FACILITY  
NORTH BAY VILLAGE  
RFP No. 2017-003

EVALUATION SHEET


NAME OF FIRM: THERMA SEAL ROOF SYSTEMS, LLC

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	10
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	68
TOTAL POINTS	100	98

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EVALUATOR:

RAMON RODRIGUEZ  
  
SIGNATURE

DATE: 5-25-17

ROOF REPAIRS TO 1841 GALLEON STREET FACILITY  
NORTH BAY VILLAGE  
RFP No. 2017-003

EVALUATION SHEET

NAME OF FIRM:           THERMA SEAL ROOF SYSTEMS, LLC          

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	8
2. TEAM SIMILAR PROJECT EXPERIENCE	10	9
3. TEAM REFERENCES	10	8
4. TOTAL BID PRICE	70	70
<b>TOTAL POINTS</b>	<b>100</b>	<b>95</b>

COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EVALUATOR:

          Timothy Smith            
          Timothy Smith            
SIGNATURE

DATE:           5-25-17

ROOF REPAIRS TO 1841 GALLEON STREET FACILITY  
NORTH BAY VILLAGE  
RFP No. 2017-003


EVALUATION SHEET

NAME OF FIRM: THERMA SEAL ROOF SYSTEMS, LLC

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	9
2. TEAM SIMILAR PROJECT EXPERIENCE	10	8
3. TEAM REFERENCES	10	8
4. TOTAL BID PRICE	70	60
TOTAL POINTS	100	85

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EVALUATOR: ELBERT WAANS  
  
SIGNATURE

DATE: 5-24-17

**FORM 1  
PROPOSAL PRICING SHEET**

Provide a proposal containing a total price to perform the project and services as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

**ROOF REPAIRS TO 1841 GALLEON STREET FACILITY  
NORTH BAY VILLAGE, FL**

The price below represents the full cost to North Bay Village for replacement of the existing roof tile and flat roof on the building located at 1841 Galleon Street, North Bay Village, Florida. The scope of work includes replacing damaged ply-board sheathing, drip edge material, fascia board, hip and ridge metal, removal of sky light and all other damaged roofing materials as required. Work is to be performed in accordance with applicable building code requirements.

<b>TOTAL COST</b>	\$ 31,446.00
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<b>Taxpayer</b>	<b>Identification</b>	<b>Number:</b>
46-1990837		

**BIDDER:**  
 Therma Seal Roof Systems, LLC  
 (Company Name)

*[Handwritten Signature]*  
 (Signature of Authorized Representative)

Dave Wikel President  
 (Printed Name and Title)

Replace plywood sheathing as required: \$2.50 per square foot

**FORM 2  
PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer):

Steve Cottrell

Principal Business Address:

1421 Oglethorpe Rd.  
West Palm Beach, FL 33405

2. Principal Contact Person(s):

Dave Wikel

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

LLC

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
Dave Wikel	1421 Oglethorpe Rd. WPB, FL 33405	President
Mike Fuggetta	SAME	Vice President
Charles Sapienza	SAME	VP of Operations

If a corporation, in what state incorporated: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_  
Month Day Year

If a Joint Venture or Partnership, date of agreement: \_\_\_\_\_

5. List all firms participating in this project (including subcontractors, etc.):

N/A

Name	Address	Title
1.		
2.		

6. Outline specific areas of responsibility for each firm listed in Question 5.

1.

2.

N/A

7. Licenses:

a. County or Municipal Occupational License No.

CCC1325862

(Attach Copy)

b. Business Tax Receipt Classification:

Roofing Contractor

c. Business Tax Receipt Expiration Date:

Sept. 30th 2017

d. Federal I.D. No:

46-1990837

**FORM 3  
PERSONNEL**

The Village requires that the proposer include the resumes of the principle of the company and any manager or superintendent that will be providing services under the specification of NBV 2017-002. Resumes should be provided in the following format, however, additional information may be provided at the option of the Proposer.

- 
- A. Name & Title *See attached resumes*
- B. Years of Experience with this company:  
With Other Similar companies:
- C. Education:  
  
Degree(s)  
  
Year/Specialization
- D. Professional References: (List a minimum of 3)
- E. Other Relevant Experience and Qualifications
- F. Attach applicable licenses for each individual performing services pursuant to this Contract.



State License #CCC1325862

Therma Seal Roof Systems, LLC

1421 Oglethorpe  
West Palm Beach, FL 33405

Phone: (561) 223-2096

Fax: (561) 444-2272

## RESUME

**Dave Wikel, President**

### **Personal Information:**

Birthday: August 16<sup>th</sup>, 1953  
Place of Birth: Ann Arbor Michigan  
Address: 608 Inlet Road  
North Palm Beach, FL 33408

### **Education:**

Duke University – Graduated 1976 (Business Degree)

### **Experience:**

**2013 to Present** – *Therma Seal Roof Systems, LLC. – President*

**2008 - 2013** – *Therma Seal / Petersendean Roofing and Solar Systems, Inc. – Vice-President*

Duties included completed management of all office and field operations. Expanded market throughout the Southeast United States and Puerto Rico. Grew business to over \$40,000,000.00 in annual revenues.

**2003 - 2008** – *Therma Seal Roof Systems, Inc. – President and Owner*

Duties include complete management of all office and field operations. Estimating, sales, purchasing, production, human resources, and the overall supervision of the day to day business operations.

Annual Revenues: \$17,000,000.00

**1991 - 2003** – *NuTec Roofing Contractors, Inc. – Vice President of Sales and Marketing*

Duties included contract negotiations, estimating, marketing, customer relations, advertising and project management.

Annual Revenues: \$15,000,000.00

**1989 - 1991** – *Concrete Floor Systems – President*

Duties included managing 90 employees whose responsibilities were to form, place, and finish concrete in various commercial projects such as shopping centers, warehouses, and apartment projects.

Annual Revenues: \$5,000,000.00

**1977 - 1984** – *Light-Weight Systems, Inc. – President*

Duties included estimating, contracting, scheduling, and payroll for a 50 employee operation engaged in the installation of light-weight concrete floor and bridge fill.

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State License #CCC1325862

Therma Seal Roof Systems, LLC  
1421 Oglethorpe  
West Palm Beach, FL 33405

Phone: (561) 223-2096

Fax: (561) 444-2272

**MICHAEL FUGGETTA**  
**Vice President of Estimating & Project Management**

***Responsibilities & Duties:***

Duties include estimating, project management, pricing, sales, and extensive knowledge of all roofing systems: BUR, Built-Up, Modified Membrane, Single Ply "EPDM, PVC, KEE, and TPO", Tile, Shingle, Metal, and Coatings. Handles all project management from on-set of project to its completion.

- Commercial / Residential / Solar PV Estimating and Budgets
- Project manage jobs for the company
- Assist in all aspects of the company i.e., purchasing, operations, billing, collecting, and sales
- Responsible for implementing new technology and maintaining computer network
- Generate job submittals and shop drawings

***Previous Completed Projects include some of the following:***

- Re-Roofs:
  - Village Gymnasium - \$265,000.00 – Modified / Standing Seam
  - Little Academy School - \$289,000.00 – Modified
  - South Florida Reception Center (SFRC) - \$825,000.00 – Single Ply TPO
  - Ron de Lugo Courthouse in St. Thomas - \$1,600,000.00 – Standing Seam / Single Ply TPO
- New Construction:
  - Mizner Lakes - \$1,764,000.00 – Modified / Standing Seam
  - Miramar Rehab Center - \$408,000.00 – Single Ply TPO / Tile
  - AMLI at Miramar Park - \$790,000.00 – Tile

***Previous Employment:***

Estimating / PM Manager – Petersendean Roofing and Solar Systems, Inc. (West Palm Beach, FL)

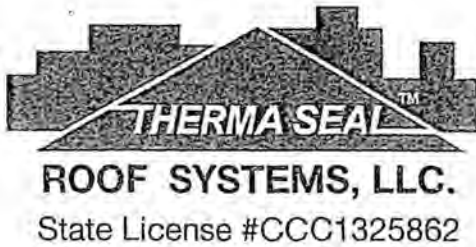
***Experience:***

Michael Fuggetta has worked in the construction industry for 17 years and previously had been the Estimating / PM Manager for Petersendean for 8 years. Prior to Petersendean, Michael has worked in Estimating and C.A.D design for Roof Tile Specialists / Entegra Roof Tile. Michael has also worked in Drafting for Contractors, Homeowners, Engineers, and for Roofing Manuals / Codes and Regulations throughout his career.

***Education:***

1996-2000 Indian River State College Ft. Pierce, FL  
A.A.A.S., Architectural Drafting & Design Technologies – Construction Estimating / Project Management  
ABC Solar Training Completion, Green Advantage Certificate of Completion, LEED Training, and Roofing Trade Knowledge

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## Therma Seal Roof Systems, LLC

1421 Oglethorpe Road  
West Palm Beach, FL 33405

Phone: (561) 223-2096

Fax: (561) 444-2272

### Charlie Sapienza

Vice President of Operations – Therma Seal Roof Systems, LLC

#### **Responsibilities & Duties:**

Charlie Sapienza is responsible for accomplishing the stated project objectives. Key responsibilities include creating clear and attainable project goals, building the project requirements, managing the scope and project team. The three major components of the project scope are cost, time, and quality. The ability to adapt to various internal procedures of the contracting party, and to form close relationships with client representatives, in ensuring that client satisfaction is achieved.

Duties include managing the project team, ensuring that everyone on the team knows and executes their role and knows the roles of the other team members, scheduling, coordinating material deliveries, extensive knowledge of all roofing systems, BUR, Built-Up, Modified Membrane, Single Ply "EPDM, PVC and TPO", Metal and Coatings. Handles customer relations from on-set of project to its completion.

- Developing the project plan
- Managing the project team
- Managing the project risk
- Managing the project schedule
- Managing the project budget
- Managing the project conflicts

#### **Previous Employment:**

Operations Manager/PetersenDean Roofing And Solar Systems Inc. West Palm Beach, FL

#### Previous completed projects include some of the following projects:

▪ Dept. of Corrections, Punta Gorda, FL	\$ 924,100.	Built-Up - Re-Roof
▪ Dept. of Corrections, Miami, FL	\$ 775,000.	Single Ply - Re-Roof
▪ Dept. of Corrections, Imokalee, FL	\$ 270,000	Built-Up - Re-Roof
▪ Isle of Capri Casino, Pompano Beach, FL	\$2,800,000.	Modified / Metal - New Construction
▪ Promenade at Coconut Creek, FL	\$1,449,053.	Single Ply - New Construction
▪ PBCC Bio Science Bldg, Palm Beach Gardens	\$ 444,234.	Built-Up - New Construction
▪ FIU College of Nursing & Health Sciences Lab, Miami, FL	\$ 417,285.	Built-Up and Green Garden - New Construction
▪ FIU School of International & Public Affairs Miami, FL	\$ 539,170.	Built-Up, Green Garden and Solar Photovoltaic System

#### **Experience:**

Charlie Sapienza has worked in the construction industry for 27 years and previously had been the Operations Manager for PetersenDean for 8 years. He has worked his way up in the industry holding positions as Roofing Laborer, Foreman and Superintendent with extensive knowledge of the roofing industry and all roofing systems. He has experience managing 7 – 10 crews consisting of 60 – 110 men.

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**FORM 4  
REFERENCES**

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Agency: See attached references  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_
2. Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_
3. Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_



State License #CCC1325862

**Therma Seal Roof Systems, LLC**  
1421 Oglethorpe  
West Palm Beach, FL 33405

Phone: (561) 223-2096

Fax: (561) 444-2272

## REFERENCES

**Project:** Loftin Place  
**Project Address:** 705 N. Olive Avenue, West Palm Beach, FL 33401  
**Contract Amount:** \$500,000.00  
**Contractor:** Kast Construction Company, LLC.  
**Project Manager:** Milton Cater  
**Contact Information:** 561-512-8553  
**Description:** New construction with lightweight concrete and single ply

**Project:** AC Hotel by Marriott Aventura  
**Project Address:** 20805 Biscayne Blvd., Aventura, FL 33180  
**Contract Amount:** \$200,000.00  
**Contractor:** Craft Construction Company, LLC.  
**Property Manager:** Eddie Mezdjian  
**Contact Information:** 954-372-1017  
**Description:** New construction with lightweight concrete and single ply

**Project:** Crystal Riviyera Apartment  
**Project Address:** 3801 Crystal Lake Drive, Pompano Beach, FL 33064  
**Contract Amount:** \$600,000.00  
**Contractor:** Core Construction Services of Florida, LLC.  
**Contact:** Brett Barry  
**Contact Information:** 941-445-3866  
**Description:** New construction with lightweight concrete and single ply

**Project:** The Residences at Fountain Square  
**Project Address:** 10001 West Flagler Street, Miami, FL 33172  
**Contract Amount:** \$465,000.00  
**Contractor:** Kaufman Lynn Construction, Inc.  
**Project Manager:** Andy Poschl  
**Contact Information:** 561-235-8562 or aposchl@kaufmanlynn.com  
**Description:** New construction with lightweight concrete and single ply

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**Project:** Broward County Public Safety  
**Project Address:** 2601 West Broward Blvd, Fort Lauderdale, FL 33312  
**Contract Amount:** \$860,000.00  
**Contractor:** West Construction, Inc.  
**Project Manager:** Mr. Matt West  
**Contact Information:** 561-588-2027 or mwest@westconstructioninc.net  
**Description:** Complete tear off and reroof of four (4) buildings totaling 40,000 SF. Installed new Fibertite single ply membrane over tapered insulation.

**Project:** Dorms A, B, C, Multipurpose Building and Administration Building Re-Roof at Martin Correctional Institution  
**Project Address:** 1150 SW Allapattah Road, Indiantown, FL 34956  
**State Project Number:** NX-30  
**Contract Amount:** \$780,000.00  
**Owner:** Florida Department of Corrections  
**Construction Consultant:** Kent Bass  
**Contact Information:** 850-688-5098 or kent.bass@fdc.myflorida.com  
**Description:** Re-Roof

**Project:** Village Place Apartments  
**Project Address:** 720 NE 4<sup>th</sup> Avenue, Fort Lauderdale, FL 33304  
**Contract Amount:** \$165,000.00  
**Contractor:** Current Builders  
**Project Manager:** Mr. Scott Remer  
**Contact Information:** 954-977-4211 or sremer@currentbuilders.net  
**Description:** 60,000 SF of light weight concrete and Carlisle single ply membrane  
**Manufacturer:** Carlisle

*Solutions Driven. Customer Focused.*

**FORM 5  
DRUG-FREE WORKPLACE**

The undersigned vendor/contractor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Therma Seal Roof Systems does:  
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature (Blue ink only)

Dave Wikel

Print Name

President

Title

4/27/17

Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Dave Wikel as President, of Therma Seal Roof Systems, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 27<sup>th</sup> day of April, 2017.

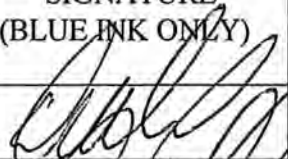
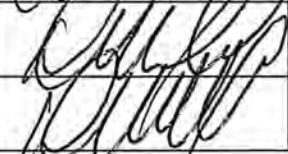

Bill Scheffer  
NOTARY PUBLIC

My Commission Expires:



**FORM 6  
ACKNOWLEDGMENT OF ADDENDA**

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	4/4/17	Dave Wikel	Pres	
2	4/17/17	Dave Wikel	Pres.	
3	4/21/17	Dave Wikel	Pres.	



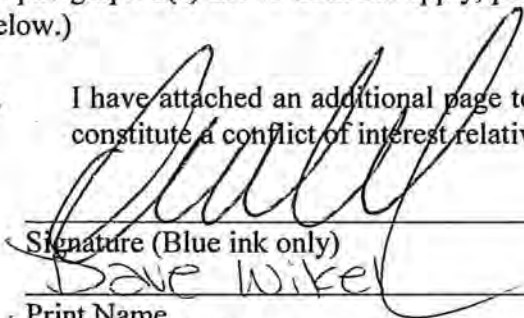
**FORM 7  
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is President of Therma Seal Roof Sys., the Proposer that has submitted the attached Proposal;
  
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.  
(b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

  
\_\_\_\_\_  
Signature (Blue ink only)  
Dave Wikel  
\_\_\_\_\_  
Print Name  
President  
\_\_\_\_\_  
Title  
4/27/17  
\_\_\_\_\_  
Date

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

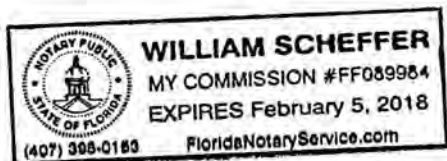
STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Dave Wikel as President, of Therma Seal Roof Systems, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of Therma Seal for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 27<sup>th</sup> day of April, 2017

Bill Scheffer  
NOTARY PUBLIC

My Commission Expires:



**FORM 8**  
**CERTIFICATION TO ACCURACY OF PROPOSAL**

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is President of Therma Seal Rests, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

  
\_\_\_\_\_  
Signature (Blue ink only)

Dave Wikel  
\_\_\_\_\_  
Print Name

President  
\_\_\_\_\_  
Title

4/27/17  
\_\_\_\_\_  
Date

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

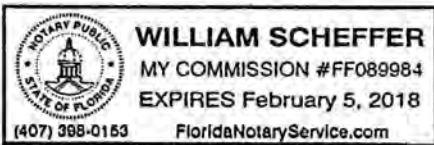
STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Dave Wikel as President, of Therma Seal Roof Systems, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of Therma Seal for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 27<sup>th</sup> day of April, 2017.

Bill Scheffer  
NOTARY PUBLIC

My Commission Expires:



**FORM 9**  
**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the NORTH BAY VILLAGE by:

Dave Wikel - President  
[print individual's name and title]

for Therma Seal Roof Systems, LLC  
[print name of entity submitting sworn statement]

whose business address is 1421 Oglethorpe Rd.  
West Palm Beach, FL 33405

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-1990837 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

1. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

[Acknowledgment on following page.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

*[Handwritten Signature]*

Signature (Blue ink only)

STATE OF FLORIDA )

)

COUNTY OF MIAMI-DADE )

On this the 27<sup>th</sup> day of April, 20 17, before me, the undersigned

Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) Dave Wikel and whose

name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

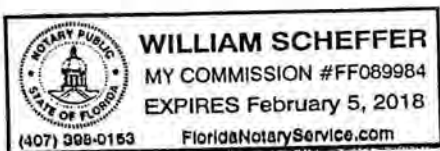
WITNESS my hand and official seal.

*[Handwritten Signature]*  
Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: print, stamp or type as commissioned.)



- Personally known to me, or
- Personal identification:  
(Type of Identification Produced)
- Did take an oath, or
- Did Not take an oath



Date: May 17, 2017

To: North Bay Village, Village Clerk  
1666 Kennedy Causeway, #300  
North Bay Village, FL 33141  
Attn: Yvonne Hamilton  
Yvonne.hamilton@nbvillage.com

Project Name: 1841 Galleon St. Roof Repairs  
North Bay Village, FL

**Scope and work approach:**

**Scope of Work Flat Roof Area:**

- 1) Remove Existing roof system down to wood deck and dispose of off-site.
- 2) Remove existing skylights and close opening with plywood sheathing.
- 3) Remove and replace any plywood decking as needed. Price is listed on proposal \$2.50 SF.
- 4) Mechanically attach a 1" thick Poly Iso insulation board and ¼" JM Securock to structurally sloped wood decking.
- 5) Mechanically attach a Johns Manville 060 TPO White single ply membrane roof system.
- 6) Install as per NOA#14-0627.05
- 7) Drip edge to be TPO clad metal.
- 8) Replace any damaged or rotted fascia board as needed with same size as existing.
- 9) Minimum 8" High Wall Flashing terminated with a 2 piece shop fabricated counterflashing kynar coated in standard color selection.
- 10) Vent pipe flashing included.
- 11) 20 year NDL Warranty provided by Johns Manville.

**Sloped Tile Roof Area:**

- 1.) Remove existing tiles from sloped roof area and dispose off-site.
- 2.) Replace any damaged plywood substrate as needed priced as per our quote at \$2.50 SF
- 3.) Repair/replace any damaged or rotted fascia wood as needed.
- 4.) Nail and Tin Tag a 30# felt to wood substrate.
- 5.) Foam first course of tile and screw tiles into wood substrate.
- 6.) Tile to be Barcelona 900 by Monier. Color selection to be available during submittal process.
- 7.) All Trim as required and match new tile color selection.

Main Office: 1421 Oglethorpe Rd. \* West Palm Beach, FL 33405 \* Tel: 561-223-2096 \* Fax: 561-444-2272

License # CCC1328620

Solutions Driven and Customer Focused



## **Qualifications**

- Therma Seal Roof Systems, LLC will maintain watertight conditions according to all manufacturer's and standard practices for roofing on a day-to day basis.
- Therma Seal Roof Systems, LLC will comply with all OSHA safety guidelines and regulations.

## **Investment**

We propose to furnish all material, labor, supervision and equipment to complete the above mentioned scope of work, in accordance with all specifications for the sum of:

**TOTAL AS OUTLINED IN ABOVE SCOPE:     \$ 31,446.00**

**REPLACE PLYWOOD SHEATHING AS REQUIRED: \$2.50 PER SQ. FT.**

Once again, thank you for the opportunity to present this proposal for your review. If you should have any questions or if there is anything else that I can do for you please call me at the number listed. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

Sincerely yours,

Steven Cottrell  
Therma Seal Roof Systems LLC.  
1421 Oglethorpe Road  
West Palm Beach, Florida 33405  
P 561.223.2096  
F 561.444.2272

## **GENERAL REQUIREMENTS**

**Coordination:** Attention is directed to the fact that owner's occupancy of the building must continue at all times. Take every precaution to keep interference with that occupancy to a minimum. Adequate means for security and closing of all openings shall be provided. The building must remain free of hazards to occupants and their contents. Coordinate with

Main Office: 1421 Oglethorpe Rd. \* West Palm Beach, FL 33405 \* Tel: 561-223-2096 \* Fax: 561-444-2272

License # CCC1328620

Solutions Driven and Customer Focused

management in scheduling sequence of the roof replacement so that air conditioning can be placed back in operation and limit the amount of down-time.

## **MISCELLANEOUS PROVISIONS**

1. **Unforeseen Conditions:** This proposal/contract is based on visual conditions. Should unforeseen conditions arise that could not be determined by visual inspection, additional work shall be performed on a time and material or firm bid basis, after customer or his agent have been notified of such. Ponding water and mold are considered unforeseen conditions and are therefore not covered by contract.
2. **Sign & Lighting:** Due care shall be exercised in working around signs and lighting of buildings. However, due to their delicate construction, contractor will not be responsible for damages to same. All signs and lighting to be removed and reinstalled are to be done at customer's expense and responsibility.
3. **Flashing:** Pricing for metal flashing, stucco-stop, eave drip, edge metal and gravel stop are all based on galvanized metal. Copper and aluminum will be at an additional cost to the customer unless specified in the Scope of Work.
4. **Time limit:** The proposal is made for immediate acceptance (void if not accepted within 30 days) and is subject to withdrawal with notice.
5. **Oral Promises:** Contractor assumes no responsibility whatsoever for any oral promises. All terms and conditions must appear in writing on contract.
6. **Ceilings:** Contractor will not assume or accept any responsibility or liability for damaged stained ceilings, cracked or failing plaster, insulation or acoustical tile, during or after work is completed, nor for re-painting or re-finishing of damages.
7. **Guarantee:** We assume no responsibility for damage caused by acts of God, to wit: Hurricanes, Tornadoes, Wind Storms, Electrical Storms, etc. or any act beyond our control. We further assume no responsibility for damages caused by plant life, termites, mold, mildew or negligence on the part of the customer or his agent. Note: If contract is cancelled by owner after seven days of signing, customer shall forfeit 50% of any deposit made toward the contract.
8. **Due to the nature of work and use of hot asphalt,** owner must assume responsibility for removing vehicles, closing windows, closing or removing awnings and any other objects that asphalt may fall or drip on and cause damage to. If tar falls or drips on the paint or stucco, Therma Seal Roof Systems, LLC will do its best to remove the asphalt, but the owner will be responsible for any touch-up or repainting.
9. **Unless specifically included herein,** Therma Seal Roof Systems, LLC shall not be held responsible for removing of wood or chain link fences, pipes, sprinkler systems, water or sewage disposal systems, septic tanks, conduits, telephone lines, TV antennas, awnings, gas tanks, meters, water heaters, concrete pavers or plants and trees in the area of construction. Customer agrees to protect or remove any personal property in the working area including shrubs, lawn, screens, awnings, trees or flowers and Therma Seal Roof Systems, LLC shall not be held responsible for damages to said items.

10. **The contractor shall not be required** to perform work without consent of any work relating to asbestos or polychlorinated biphenyl (PCB).
11. **Temporary Barriers:** Temporary weather and dust barriers shall be erected wherever walls or roofs are opened for demolition or new construction to protect the interior from damage. They will not be removed until new construction is in place and the interior space is protected from weather or dust. We will construct temporary barriers and fall protection at all shafts, openings and other hazardous areas and will be marked according.
12. **Cleaning & Protection:** During the handling and installation of roof work at the project job site, we will take all measures to keep the adjoining completed area clean and protected. We will apply suitable protective covering on newly installed work where reasonably required to ensure freedom from damage or deterioration until time of substantial completion.
13. **Examination of Substrate:** The installer must examine the substrate and conditions under which the installation of the roofing work is to be performed. We will not proceed with said roofing work until unsatisfactory conditions have been corrected in a manner accepted by the local building department and roof material manufacturer.
14. **Installation:** We will comply with all local building department requirements, Miami-Dade County Notice of Acceptance (NOA) and the roofing material manufacturer's specifications/instructions, except where more stringent.

**NORTH BAY VILLAGE, FLORIDA**



**REQUEST FOR PROPOSALS  
FOR**

**ROOF REPAIRS TO 1841 GALLEON STREET FACILITY  
NORTH BAY VILLAGE, FL**

**RFP NO. NBV 2017-003**



**SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,  
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141  
ON OR BEFORE APRIL 28, 2017, 3:00 P.M.  
North Bay Village, Florida**

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## SECTION 1 – REQUEST FOR PROPOSALS NOTICE

### NORTH BAY VILLAGE REQUEST FOR PROPOSALS

ROOF REPAIRS TO 1841 GALLEON STREET FACILITY  
NORTH BAY VILLAGE, FLORIDA

**RFP NO. NBV 2017-003**

Public Notice is hereby given that North Bay Village, Florida is requesting proposals from experienced and qualified vendors to replace the existing roof tile and flat roof on the building located at 1841 Galleon Street, North Bay Village, Florida. The scope of work includes replacing damaged ply-board sheathing, drip edge material, fascia board, hip and ridge metal, removal of sky light and all other damaged roofing materials as required. Work is to be performed in accordance with applicable building code requirements.

**Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before April 28, 2017, no later than 3:00 p.m. local time, at which time they will be publicly opened.** Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

Respondents must submit an original unbound package, six (6) additional bound copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

Copies of this Proposal Document may be obtained at DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com), at the Village Administrative Offices, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m., Monday through Friday, or by emailing [yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com).

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

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

Yvonne P. Hamilton, CMC  
Village Clerk

## SCHEDULE OF EVENTS

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

Date	Event
April 2, 2017	Advertisement
March 3, 2017	Documents Available for Public Inspection and digital copies
April 14, 2017	10:00 AM, pre-bid meeting at: <b>1666 Kennedy Causeway, Commission Chambers 1<sup>st</sup> Floor, North Bay Village, Florida 33141.</b>
April 20, 2017	Last day opportunity for questions by emailing <a href="mailto:yvonne.hamilton@nbvillage.com">yvonne.hamilton@nbvillage.com</a> , no later than 3:00 PM local time.
April 28, 2017	Bid Documents Submittal due in to Village Clerk Office, no later than 4:00 P.M. local time.
May 8, 2017	Technical Review Committee Meeting – 10:00 A.M. local time.
May 19, 2017	Award Recommendation to Village Clerk and Village Manager
June 13, 2017	Commission Public Meeting to review and confirm Award Recommendation 7:30 P.M. local time.

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit Proposal:**

**It will be the sole responsibility** of the Proposer to ensure that the Proposals reach North Bay Village, Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141, prior to the RFP opening date and time listed. Proposals submitted by email or facsimile will NOT be accepted.

The proposal package must contain a Bid Bond in the amount of 5% of the total amount bid for the 5. If alternates are offered the 5% Bid Bond shall be on the highest total bid amount. The security will be in the form of cash, cashier's check, or bid bond made payable to North Bay Village and will be required to be submitted with the Proposal package in a separate marked envelope. All Bid Bonds will be returned after the contract with the successful proposer has been executed.

The Village will require, as a condition of award the successful proposer to provide a Payment /Performance Bond in the amount of the contract for the entire project. This Bond will be in effect until after the Village has accepted the completed project and made the final payment.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract, if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by: \_\_\_\_\_  
(Signature) (Date)

Name (printed) \_\_\_\_\_

Title: \_\_\_\_\_

Company: (Legal Registration) \_\_\_\_\_

**VENDOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_

E-MAIL: \_\_\_\_\_



VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

## SECTION 2 - INTRODUCTION/INFORMATION

### 2.1. Purpose

Replacement of the existing roof tile and flat roof on the building located at 1841 Galleon Street, North Bay Village, Florida. The scope of work includes replacing damaged ply-board sheathing, drip edge material, fascia board, hip and ridge metal, removal of sky light and all other damaged roofing materials as required. Work is to be performed in accordance with applicable building code requirements.

### 2.2. Information or Clarification

Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

### 2.3. Eligibility:

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Technical Specifications/Scope of Services section of this RFP, to at least one agency similar in size and complexity of North Bay Village. The services need to be completed within the last five (5) years.

## SECTION 3 – GENERAL CONDITIONS

### 3.1. RFP Documents

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in this RFP. Proposals not submitted on the prescribed Proposal forms may be rejected. By submitting a Proposal, the Proposer agrees to be subjected to all terms and conditions specified herein. Submittal of a response to this RFP constitutes a binding offer by the Proposer.

### 3.2. Taxes

The Proposer shall not be entitled to the Village's tax exempt benefits.

### 3.3. Interpretations and Inquiries

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the Village or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, via email or fax, and received by the Village no later than 3:00 PM, local time, on April 20, 2017. Written inquiries shall be sent with the subject line **“Roof Repairs to 1841 Galleon Street Facility”, RFP No. NBV 2017-003:**

Yvonne P. Hamilton, CMC, Village Clerk  
North Bay Village  
1666 Kennedy Causeway, Suite 300  
North Bay Village, Florida 33141  
Fax: (305) 756-7722  
Email: [yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com)

The Village will not respond to oral inquiries.

Submission of a Proposal shall serve as prima facie evidence that the Proposer has examined the Contract and is fully aware of all conditions affecting the provision of Services

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents shall be made in the form of a written addendum to the RFP document and shall be furnished by the Village to all Proposers. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the Village may be relied upon.

### **3.4. Verbal Agreements**

No verbal agreement or conversation with any officer, agent, or employee of the Village, either before or after submittal of the Proposal, shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Village or the Proposer.

### **3.5. No Contingent Fees**

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

### **3.6. Independence**

On the form provided in Section 10 of this RFP, the Proposer shall list, and describe any relationships – professional, financial or otherwise – that it may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer shall give the Village written notice of any other relationships – professional, financial or otherwise – that it enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

### **3.7. No Collusion**

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved.

### **3.8. Assignment; Non-transferability of Proposal**

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of a Contract, is subject to having its Proposal disqualified as a result of such transaction. The Village Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to the Village. Failure to do so may result in the Proposal being disqualified, at the Village Manager's sole discretion.

### **3.9. Legal Requirements**

Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the Services being offered in this RFP. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### **3.10. Familiarity with Laws and Ordinances**

The submission of a Proposal on the Services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he or she shall report it to the Village Clerk in writing.

### **3.11. Advertising**

In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any Advertising or Proposer sponsored publicity without the express written approval of the Village Manager or designee.

### **3.12. Award of Contract**

Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the Village, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation.

### **3.13. Execute Contract**

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Contract between the Village and the successful Proposer(s). Following ranking of the most qualified Proposers and selection by the Village Commission, the successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Contract, deliver to the Village a fully executed Contract, The required payment/Performance Bond and all requested certificates of insurance.

The final Contract shall be subject to the approval of the Village Manager in his or her sole discretion, and approved as to form and legality by the Village Attorney. The order of precedence will be the Contract, the RFP Documents, the Proposer's response and general law. Any and all legal action necessary to interpret or enforce the Contract will be governed by the laws of Florida. Venue shall be proper exclusively in Miami-Dade County, Florida.

### **3.14. Facilities**

The Village Manager or designee reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

### **3.15. Withdrawal or Revision of Proposal Prior to and After Opening**

A Proposer may withdraw its Proposal at any time before the proposals are opened. No Proposer may withdraw its Proposal within one hundred twenty (120) calendar days after the Proposal opening date.

### **3.16. Village's Exclusive Rights**

The Village Manager reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all Proposals in part or in whole;
3. Request additional information as appropriate; or
4. Reject any or all submittals if found to be in the best interest of the Village.

By submitting a Proposal for the Services, all Proposers acknowledge and agree that no enforceable Contract arises until the Village Commission approves a Contract with the selected Proposer.

### **3.17. Addenda**

The Village reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such addenda on the form provided herein. In the event any Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged, and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the Village.

### **3.18. Review of the RFP Documents**

By the submission of a Proposal to perform the Services, the Proposer certifies that a careful review of the RFP documents has taken place and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

**3.19. Adjustment/Changes/Deviations**

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

**3.20. Public Records**

Upon award recommendation or thirty (30) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

**3.21. Subcontracting**

No subcontracting shall be permitted, except with the prior approval of the Village Manager, which shall be at his or her sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of the Contract, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Village Manager, subject to his or her approval.

**3.22. Public Entities Crime**

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a Proposal on an Contract to provide any goods or services to the Village and may not transact business with the Village in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the Services set forth in this RFP.

**3.23. Non-Collusion Affidavit**

The Proposer shall include the Non-Collusion Affidavit as set forth in the form provided in this RFP and as described in this RFP. Proposer’s failure to include the affidavit may result in disqualification.

## SECTION 4 - SPECIAL CONDITIONS

### **4.1. General Conditions**

RFP General Conditions are included and made a part of this RFP.

### **4.2. Variances**

While the Village allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

### **4.3. RFP Documents**

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

### **4.4. Proposers' Costs**

The Village shall not be liable for any costs incurred by proposers in responding to this RFP.

### **4.5. Proposal Security**

The proposal package must contain a Bid Bond in the amount of 5% of the total amount bid for the project. If alternates are offered, the 5% Bid Bond shall be on the highest total bid amount. The security will be in the form of cash, cashier's check, or bid bond made payable to North Bay Village and will be required to be submitted with the Proposal package in a separate marked envelope. All Bid Bonds will be returned after the contract with the successful proposer has executed a contract for the work.

The Village will require, as a condition of award the successful proposer to provide a Payment /Performance Bond in the amount of the contract for the entire project. This Bond will be in effect until after the Village has accepted the completed project and made the final payment. Should the Proposer refuse to continue with the development of its Proposal, refuse to enter into the Contract contained in this RFP, or fail to furnish such bond or check, the amount of the Proposal security shall be forfeited to the Village as liquidated damages, not as a penalty. Proposals not accompanied by the proper Proposal security shall be deemed non-responsive and will not be considered.

Default of Proposer shall occur upon the failure of the Proposer to deliver within the time required by the RFP, including the executed Agreement, and any performance and payment bonds required by the RFP and the Agreement. Bid Bond for the awarded Proposer will be returned following the execution of the Contract.



#### **4.6. Approved Equal Or Alternate Product Proposals**

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by North Bay Village.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the Village to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The Village will be the sole judge in determining if the product proposed qualifies as approved equal. The Village reserves the right to award to that proposal which will best serve the interest of the Village as determined by the Village. The Village further reserves the right to waive minor variations to specifications and in the bidding process.

#### **4.7. Contract Period & Warranty**

The resulting contract will be effective upon execution. The contract for the services should include initial warranty of all provided services and products and a minimum of a five (5) year warranty.

#### **4.8. Invoices/Payment**

Payments will be made based upon work completed. Payment shall be made by the 15<sup>th</sup> of the month following receipt of the Contractor's invoice for the services.

#### **4.9. Deletion Or Modification Of Services**

The Village reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the Village, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the Village agree on modifications or revisions to the task elements, after the Village has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the Village for approval prior to proceeding with the work.

**4.10. Additional Items**

The Village may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the Village prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items from other vendors or to cancel the contract upon giving the Contractor thirty (30) days written notice.

**4.11. Independent Contractor**

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

**4.12. Uncontrollable Circumstances ("Force Majeure")**

The Village and Contractor will be excused from the performance of their respective obligations under this contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- a. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this Section.

#### **4.13. Insurance**

The contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 for each accident. The Village is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the Village as "additional insured" will be at the contractor's expense.

- a. Workers Compensation: Notwithstanding FS 440.055, any firm performing work on behalf of North Bay Village must provide Workers' Compensation Insurance for the benefit of its employees.

Exceptions and exemptions can only be made if they are in accordance with Florida Statute.

- b. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) general aggregate limit. Such certificate shall list the Village as an additional insured.

NOTE: If Comprehensive General Liability limits are less than one million dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than one million dollars (\$1,000,000.00).

- c. Automobile Liability must equal no less than one million dollars (\$1,000,000.00) for each occurrence. The Contractor shall provide to the Village original certificates of such coverage prior to engaging in any activities under this contract. Certificates shall have no less than thirty (30) days' notice of cancellation. No work can be started until the certificate is submitted and approved by the Village Manager.

In the event that you are the successful proposer, you will be required to provide a certificate naming the Village as an "additional insured" for both General Liability and Automobile coverages.

Certificate holder should be stated as follows:

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

#### **4.15. Bonds**

The successful bidder shall provide with the executed contract or within five (5) days of the Effective Date of Contract, a cash bond, letter of credit or Payment/Performance bond in an amount equal to the total of the contract amount in a form satisfactory to the Village Attorney.

The surety providing such Bonds must be licensed authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570).

The cost of the premiums for such Bonds shall be at no cost to the VILLAGE. If notice of any change affecting the work under the Contract, the Contract Prices or Term or any of the provisions of the RFP Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR'S sole responsibility.

#### **4.16. Lobbying Activities**

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with North Bay Village Ordinances, Lobbying Activities. Copies of Ordinances may be obtained from the Village Clerk's Office. The ordinance may also be viewed on the Village's website or at [www.municode.com](http://www.municode.com).

#### **4.17. Contract Administrator**

The Village may designate a Contract Administrator whose principal duties shall be Liaison with Contractor to coordinate and approve all work under the contract.

Resolve any disputes. Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

#### **4.18. Contractor Performance Reviews And Ratings**

The Village Contract Administrator may develop a Contractor performance evaluation report at the discretion of the Village Manager. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

- Excellent - far exceeds requirements.
- Good - Exceeds requirements
- Fair - Just meets requirements.
- Poor - does not meet all requirements and Contractor is subject to penalty provisions under the contract.
- Noncompliance – does not comply with requirements or continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

**4.19. Bid Tabulations/Intent To Award**

Notice of Intent to Award Contract/Bid, resulting from the Village's Formal solicitation process, requiring Village Commission action is available at Village Hall. Tabulations of receipt of those parties responding to a formal solicitation may be found at Village Hall or any interested party may call the Village Clerk at (305) 756-7171.

## SECTION 5 – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE

### 5.1 Purpose

North Bay Village is requesting proposals from qualified vendors/contractors to replacement the existing roof tile and flat roof on the building located at 1841 Galleon Street, North Bay Village, Florida. The scope of work includes replacing damaged ply-board sheathing, drip edge material, fascia board, hip and ridge metal, removal of sky light and all other damaged roofing materials as required. Work is to be performed in accordance with applicable building code requirements.

## 5.2 Scope of Services

**ALL DIMENSIONS ARE APPROXIMATE AND MUST BE VERIFIED IN THE FIELD PRIOR TO SUBMITTING BID.**

Replacement of the existing roof tile and flat roof on the building located at 1841 Galleon Street, North Bay Village, Florida. The scope of work includes replacing damaged ply-board sheathing, drip edge material, fascia board, hip and ridge metal, removal of sky light and all other damaged roofing materials as required. Work is to be performed in accordance with applicable building code requirements.

## SECTION 6- EVALUATION PROCEDURES

### 6.1 Selection Committee

Proposals submitted will be evaluated by a Selection Committee.

The following criteria will be used to evaluate proposal responses and to make a recommendation to the Village Commission.

#### 1. Mandatory elements

- a) The vendor contractor is independent and licensed to practice in the State of Florida.
- b) The vendor/contractor has no conflict of interest with regard to any other work performed by the vendor/contractor for North Bay Village.
- d) The vendor/contractor has a record of quality work.
- e) The vendor/contractor adheres to the instructions in this RFP for preparation and submission of the proposal.

#### 2. Pre-Requisite Qualifications

Proposers submitting a Proposal in response to this RFP must, at a minimum, meet the following Pre-Requisite Qualifications. All requested documentation and/or information must be provided in the Proposal to confirm that the Firm has satisfied all of the Pre-Requisite Qualifications. **Vendor/Contractors that do not meet the following qualifications shall be deemed non-responsive.**

Vendor/contractor shall be in good standing with all regulatory departments of the State of Florida.

Vendor/contractor shall have at least one operating office located within Florida

#### 3. Evaluation Criteria:

- a) Expertise and Experience (Maximum Points - 30)  
(i.e. the firm's past experience and performance on similar projects of comparable size and complexity.)
- b) Materials warranty (Maximum Points - 20)
- c) Responses of references (Maximum Points - 10)
- c) Cost (Maximum Points - 40)



Evaluation of proposals will be conducted by an evaluation committee of qualified Village Staff, or other persons selected by the Village Manager. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a number one proposer. In the event the committee cannot identify a number one proposer, it may give further consideration to all responsive proposals received. Proposers may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. Information and references submitted will be considered in the award. The committee will then make a recommendation to the Village Manager for final recommendation to the Village Commission for award.

The Village may require additional information and Proposers agree to furnish such information.

The Village reserves the right to award the contract to that Proposer who will best serve the interest of the Village. The Village reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The Village also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

## SECTION 7 - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This format will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

Proposals must be submitted in a sealed package with the RFP number, due and open dates, and RFP title (NBV RFP 2017-003) clearly marked on the outside. If more than one package is submitted, they should be marked 1 of 2, etc.

Proposals will be received by mail or hand-delivered to the Village Clerk's Office, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141 on or prior to April 3, 2017 no later than 3:00 pm. The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**PROPOSERS MUST SUBMIT AN IDENTIFIED UNBOUND ORIGINAL DOCUMENT PLUS SIX (6) BOUND COPIES AND ONE (1) CD ROM OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS. THE ABOVE REQUIREMENT TOTALS EIGHT (8) COPIES OF YOUR PROPOSAL.**

## SECTION 8 – TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Proposal Signature Page

Tab 2: Ability to Meet the Project Schedule

Include a proposed schedule that shows how the Contractor would provide services within the time frame required.

Tab 3: State number of years' experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences. If your company has not provided similar services in the past, explain fully why you consider your company qualified to perform this service for North Bay Village.

Tab 4: Proposer to provide a minimum of three (3) references for which similar services have been used in this area. If additional space is required, include as an appendix to RFP 2017-003 response. If additional references are provided, please attach this information as an appendix to your RFP response.

Description of services rendered:

During the month(s)/year(s):

Name of Governmental Agency (Village or county):

Principal Contact Person:

Telephone Number:

Fax Number:

Email Address:

If you have ever failed to complete work awarded to you, explain where and why.

Tab 5: List any North Bay Village or other governmental agency with which the proposer has had contracts or agreements during the past three (3) years.

Tab 6: Provide a summary of any litigation filed against Proposer, principals, or individuals employed by the Proposal in the past three (3) years which is related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

Tab 7: Proposer please quote your company's rates for providing additional services

Tab 8: Attach copies of all Insurance Certificates for our review.

Tab 9: Any additional information. The proposer understands that the information contained in these Proposal Pages is to be relied upon by the Village in awarding the proposed Contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the Village.

**COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.**

## SECTION 9 – CONE OF SILENCE

### 9.1 Cone of Silence

You are hereby advised that this Request for Proposal No. NBV RFP 2017-002 is subject to the "Cone of Silence" in accordance with Section 38.18 of the North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

#### § 38.18 - Cone of Silence.

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

a. any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

b. any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

c. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;

d. any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;

e. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and

f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- a. communications with the Village Attorney and his or her staff;
- b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- c. any emergency procurement of goods or services;
- d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.

The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

(B) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.

## **SECTION 10 – QUALIFICATION FORMS**

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

**(This space intentionally left blank)**



**FORM 1  
PROPOSAL PRICING SHEET**

Provide a proposal containing a total price to perform the project and services as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

**ROOF REPAIRS TO 1841 GALLEON STREET FACILITY  
NORTH BAY VILLAGE, FL**

The price below represents the full cost to North Bay Village for replacement of the existing roof tile and flat roof on the building located at 1841 Galleon Street, North Bay Village, Florida. The scope of work includes replacing damaged ply-board sheathing, drip edge material, fascia board, hip and ridge metal, removal of sky light and all other damaged roofing materials as required. Work is to be performed in accordance with applicable building code requirements.

<b>TOTAL COST</b>	\$
-------------------	----

**Taxpayer** \_\_\_\_\_ **Identification** \_\_\_\_\_ **Number:** \_\_\_\_\_

**BIDDER:** \_\_\_\_\_  
(Company Name)

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

\_\_\_\_\_  
(Printed Name and Title)

**FORM 2  
PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer):

\_\_\_\_\_

Principal Business Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Principal Contact Person(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

\_\_\_\_\_  
\_\_\_\_\_

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

If a corporation, in what state incorporated: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_  
Month
Day
Year

If a Joint Venture or Partnership, date of agreement: \_\_\_\_\_

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
1. _____	_____	_____
2. _____	_____	_____
_____	_____	_____

6. Outline specific areas of responsibility for each firm listed in Question 5.

1.

2.

7. Licenses:

a. County or Municipal Occupational License No.

\_\_\_\_\_  
(Attach Copy)

b. Business Tax Receipt Classification:

c. Business Tax Receipt Expiration Date:

d. Federal I.D. No:

**FORM 3**  
**PERSONNEL**

The Village requires that the proposer include the resumes of the principle of the company and any manager or superintendent that will be providing services under the specification of NBV 2017-002. Resumes should be provided in the following format, however, additional information may be provided at the option of the Proposer.

---

- A. Name & Title
- B. Years of Experience with this company:  
With Other Similar companies:
- C. Education:  
  
Degree(s)  
  
Year/Specialization
- D. Professional References: (List a minimum of 3)
- E. Other Relevant Experience and Qualifications
- F. Attach applicable licenses for each individual performing services pursuant to this Contract.

**FORM 4  
REFERENCES**

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_
2. Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_
3. Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_

**FORM 5**  
**DRUG-FREE WORKPLACE**

The undersigned vendor/contractor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 6**  
**ACKNOWLEDGMENT OF ADDENDA**

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)



**FORM 7  
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
  
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.  
  
(b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

[Acknowledgment on following page.]



**FORM 8**  
**CERTIFICATION TO ACCURACY OF PROPOSAL**

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day  
and year written above

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take  
acknowledgments, personally appeared \_\_\_\_\_ as  
\_\_\_\_\_, of \_\_\_\_\_,  
an organization authorized to do business in the State of Florida, and acknowledged  
executing the foregoing Form as the proper official of \_\_\_\_\_ for the  
use and purposes mentioned in the Form and affixed the official seal of the corporation, and  
that the instrument is the act and deed of that corporation. He/She is personally known to me  
or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and  
County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 9**  
**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the NORTH BAY VILLAGE by:

\_\_\_\_\_ [print individual's name and title]

for \_\_\_\_\_ [print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

\_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

1. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

[Acknowledgment on following page.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature (Blue ink only)

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: print, stamp or type as commissioned.)

- \_\_\_\_\_ Personally known to me, or
- \_\_\_\_\_ Personal identification:  
\_\_\_\_\_  
(Type of Identification Produced)
- \_\_\_\_\_ Did take an oath, or
- \_\_\_\_\_ Did Not take an oath



**North Bay Village**

**10E**

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 31, 2017

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

**RECOMMENDED BY STAFF:** Village Manager Frank K. Rollason

**PRESENTED BY STAFF:** Village Manager Frank K. Rollason

**SUBJECT:** Award of RFP No. NBV 2017-004 to EnviroWaste Services Group, Inc.  
**Cleaning of Main Wet Well at 1851 Galleon Street**

**RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution awarding the Bid for RFP No. NBV 2017-004 for Cleaning of Main Wet Well at 1851 Galleon Street to EnviroWaste Services Group, Inc.

**BACKGROUND:**

On April 4, 2017, North Bay Village issued RFP NBV 2017-004 for the Cleaning of Main Wet Well at 1851 Galleon Street in North Bay Village. One (1) proposal was received from EnviroWaste Services Group, Inc. An Evaluation Committee consisting of Mr. Raymond Rammo, P.E., M.S., Acting Director of North Bay Village Public Works Department; Mr. Bert Wrains, Finance Director for North Bay Village; Mr. Timothy Smith, Superintendent of North Bay Village Public Works Department; and Mr. Rafael Rodriguez, Field Inspector for North Bay Village, evaluated the proposal.

Mayor  
**Connie Leon-Kreps**

Vice Mayor  
**Eddie Lim**

Commissioner  
**Jose R. Alvarez**

Commissioner  
**Dr. Douglas N. Hornsby**

Commissioner  
**Andreana Jackson**



The Evaluation Committee deemed the proposal responsive and recommended the Bid be awarded to EnviroWaste Services Group, Inc. at a bid price of \$29,500.00. Therefore, the Village Manager hereby requests that the Village Commission accepts the recommendation of EnviroWaste Services Group, Inc. as the responsive bidder for Award of RFP No. NBV 2017-004 and permit authorization to enter into a contract for the scope of services outlined in the RFP documents for the Cleaning of Main Wet Well at 1851 Galleon Street.

**BUDGETARY IMPACT:**

430-35-535-4607 – Repairs and Maintenance of Lift Stations \$29,500.00.

**PERSONNEL IMPACT:**

None. Contractor will provide necessary personnel.

**CONTACT:**

Raymond Rammo, Acting Public Works Director



**North Bay Village**

Administrative Offices

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

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

www.nbvillage.com

**MEMORANDUM**  
**North Bay Village**

**DATE:** June 19, 2017

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

**FROM:** Frank K. Rollason  
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, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDING RFP NO. 2017-004 FOR CLEANING OF THE MAIN WET WELL AT 1851 GALLEON STREET TO ENVIROWASTE SERVICES GROUP, INC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP DOCUMENTS; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson



## North Bay Village

Administrative Offices

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

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

### MEMORANDUM

**DATE:** May 26, 2017

**TO:** Frank K. Rollason  
Village Manager

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

**SUBJECT:** RFP No. 2017-004, Cleaning of Main Wet Well at 1851 Galleon Street  
Technical Review Committee Meeting

On April 28, 2017, one proposal was received at North Bay Village for the above referenced project; it was from EnviroWaste Services Group, Inc. with a total bid amount of \$29,500.00.

The evaluation committee met on May 25, 2017 at 2:00PM to evaluate the proposal. The committee was composed of the following individuals:

1. Mr. Raymond Rammo, P.E., M.S.; Acting Public Works Director, North Bay Village who served as the evaluation committee chair.
2. Mr. Bert Wrains; Finance Director, North Bay Village.
3. Mr. Timothy Smith; Public Works Superintendent, North Bay Village.
4. Mr. Rafael Rodriguez; Field Inspector, North Bay Village.

Ms. Yvonne Hamilton, Village Clerk, North Bay Village was present to record the meeting.

The technical review committee performed an evaluation of the criteria required in the RFP documents. The proposal evaluation points for each member were as follows:

Bidder: EnviroWaste Services Group, Inc.						
Evaluator	Award Yes/No	Total Evaluation Points - Max 100	Team Qualifications Max 10	Team Similar Projects Experience Max 10	Team References Max 10	Total Bid Price Max 70
Raymond Rammo, P.E.	Y	90	10	10	10	60
Bert Wrains	Y	85	8	7	10	60
Timothy Smith	Y	95	8	8	9	70
Rafael Rodriguez	Y	88	9	10	9	60
<b>Total Points Awarded</b>	<b>Y = 4</b>	<b>358</b>	<b>35</b>	<b>35</b>	<b>38</b>	<b>250</b>

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

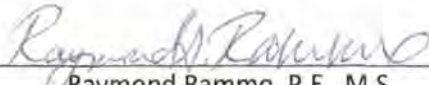
Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson

Therefore, out of a total of 400 points available, the proposer, EnviroWaste Services Group, Inc., achieved a total of 358 points.

The Technical Review Committee voted unanimously in favor of selecting EnviroWaste Services Group, Inc., the only responsive bidder; and recommends that it is in the best interest of the Village that the Village Manager awards the contract to EnviroWaste Services Group, Inc.

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

  
Recommendation Approved/Denied  
Frank Rollason, Village Manager

- CC: Ms. Yvonne Hamilton, Village Clerk for North Bay Village  
Mr. Raymond Rammo, P.E., M.S.; Acting Public Works Director, North Bay Village  
Mr. Bert Wrains; Finance Director, North Bay Village  
Mr. Timothy Smith; Public Works Superintendent, North Bay Village  
Mr. Rafael Rodriguez; Field Inspector, North Bay Village

TECHNICAL REVIEW COMMITTEE MEETING – MAY 25, 2017 @ 2:00PM  
RFP EVALUATION FORM  
CLEANING OF MAIN WET WELL - RFP No. 2017-004

EVALUATORS	ENVIROWASTE SERVICES GROUP, INC.				
	TOTAL EVALUATION POINTS MAXIMUM 100	TEAM QUALIFICATIONS MAXIMUM 10 POINTS	TEAM SIMILAR PROJECTS EXPERIENCE MAXIMUM 10 POINTS	TEAM REFERENCES MAXIMUM 10 POINTS	TOTAL BID PRICE MAXIMUM 70 POINTS
Raymond Rammo, P.E.	90	10	10	10	60
Rafael Rodriguez	88	9	10	9	60
Bert Wrains	85	8	7	10	60
Timothy Smith	95	8	8	9	70
<b>TOTAL POINTS</b>	<b>358</b>	<b>35</b>	<b>35</b>	<b>38</b>	<b>250</b>
<b>AVERAGE TOTAL POINTS</b>	<b>89.5</b>				

CLEANING OF MAIN WET WELL  
NORTH BAY VILLAGE  
RFP No. 2017-004

EVALUATION SHEET

NAME OF FIRM: ENVIROWASTE SERVICES GROUP, INC.

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

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EVALUATOR:

Raymond Romo  
RacP  
SIGNATURE

DATE: 5/25/2017

CLEANING OF MAIN WET WELL  
NORTH BAY VILLAGE  
RFP No. 2017-004

EVALUATION SHEET

NAME OF FIRM: ENVIROWASTE SERVICES GROUP, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	9
2. TEAM SIMILAR PROJECT EXPERIENCE	10	10
3. TEAM REFERENCES	10	9
4. TOTAL BID PRICE	70	60
TOTAL POINTS	100	88

COMMENTS:

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EVALUATOR:

Ramuel Rodriguez  
  
SIGNATURE

DATE:

5-25-17

CLEANING OF MAIN WET WELL  
NORTH BAY VILLAGE  
RFP No. 2017-004

EVALUATION SHEET

NAME OF FIRM: ENVIROWASTE SERVICES GROUP, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	8
2. TEAM SIMILAR PROJECT EXPERIENCE	10	7
3. TEAM REFERENCES	10	10
4. TOTAL BID PRICE	70	60
TOTAL POINTS	100	85

COMMENTS:

PRICE WAS TOO HIGH

EVALUATOR:

ELBRAS WMAJIS

DATE: 5/24/17

SIGNATURE



CLEANING OF MAIN WET WELL  
NORTH BAY VILLAGE  
RFP No. 2017-004

EVALUATION SHEET

NAME OF FIRM: ENVIROWASTE SERVICES GROUP, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. TEAM QUALIFICATION	10	8
2. TEAM SIMILAR PROJECT EXPERIENCE	10	8
3. TEAM REFERENCES	10	9
4. TOTAL BID PRICE	70	80
TOTAL POINTS	100	95

COMMENTS:

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EVALUATOR:

Timothy Smith  
Timothy Smith  
SIGNATURE

DATE:

5/25/17

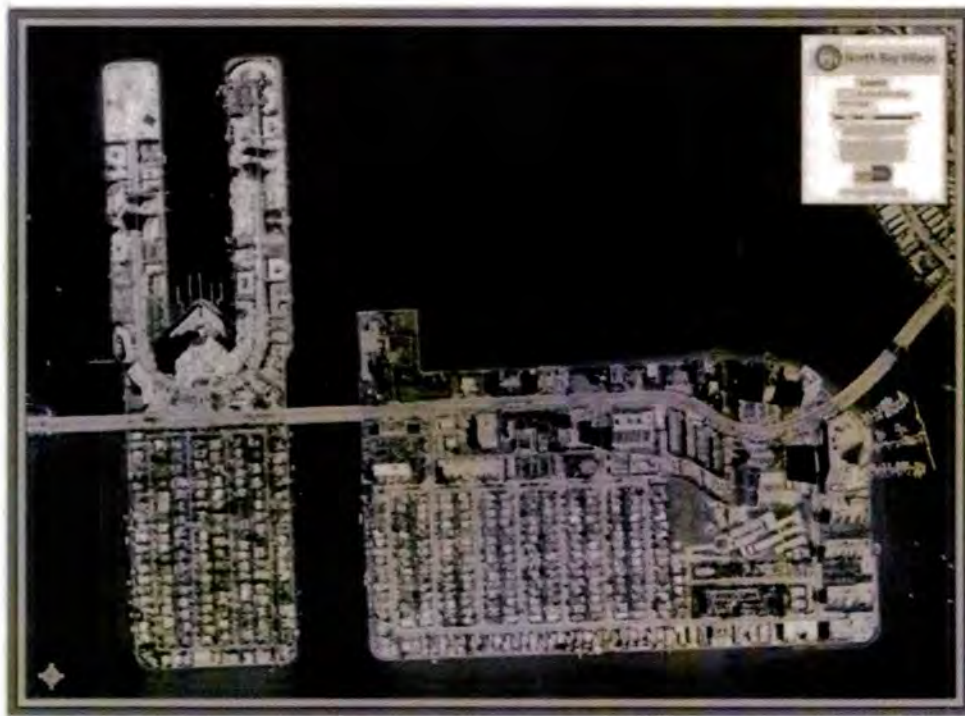
**NORTH BAY VILLAGE, FLORIDA**



**REQUEST FOR PROPOSALS  
FOR**

**CLEANING MAIN WET WELL AT  
1851 GALLEON STREET**

**RFP NO. NBV 2017-004**



**SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,  
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141  
ON OR BEFORE APRIL 28, 2017, 4:00 P.M.  
North Bay Village, Florida**

**BID/PROPOSAL SIGNATURE PAGE**


**How to submit Proposal:**

**It will be the sole responsibility** of the Proposer to ensure that the Proposals reach North Bay Village, Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141, prior to the RFP opening date and time listed. Proposals submitted by email or facsimile will NOT be accepted.

The proposal package must contain a Bid Bond in the amount of 5% of the total amount bid for the 5. If alternates are offered the 5% Bid Bond shall be on the highest total bid amount. The security will be in the form of cash, cashier's check, or bid bond made payable to North Bay Village and will be required to be submitted with the Proposal package in a separate marked envelope. All Bid Bonds will be returned after the contract with the successful proposer has been executed.

The Village will require, as a condition of award the successful proposer to provide a Payment /Performance Bond in the amount of the contract for the entire project. This Bond will be in effect until after the Village has accepted the completed project and made the final payment.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract, if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by:  4/24/17  
(Signature) (Date)  
Name (printed) Julio Fojon  
Title: President  
Company: (Legal Registration) EnviroWaste Services Group, Inc.

**VENDOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).**

Address: 18001 Old Cutler Rd, #554  
City: Miami State: Florida Zip Code: 33157  
Telephone No. 305-637-9665 FAX No. 305-637-9659  
E-MAIL: eddy.barba@envirowastesg.com

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

**FORM 1  
PROPOSAL PRICING SHEET**

Provide a proposal containing a total price to perform the project and services as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

**CLEANING MAIN WET WELL AT  
1851 GALLEON STREET**

The price below represents the full cost to North Bay Village for cleaning the Main Wet Well at 1851 Galleon Street detailed in the NBV RFP 2017-004. Any additional price quotes shall be submitted on a separate page and marked as an alternate quote for additional services or products.

<b>TOTAL COST</b>	\$2,950.00
-------------------	------------

**Taxpayer** \_\_\_\_\_ **Identification** 65-0829090 **Number:** \_\_\_\_\_

**BIDDER:** EnviroWaste Services Group, Inc.  
\_\_\_\_\_  
(Company Name)

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

Julio Fojon, President  
\_\_\_\_\_  
(Printed Name and Title)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, EnviroWaste Services Group, Inc. (hereinafter called the Principal), and Platte River Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Wisconsin with its principal offices in the City of Middleton and authorized to do business in the State of Florida, and North Bay Village, and having an Agent resident therein, such Agent and Company acceptable to North Bay Village, are held and firmly bound unto North Bay Village (hereinafter called Owner), in the sum of Dollars (\$ 5% of bid amount ), good and lawful money of the United States of America, to be paid upon demand of the said Owner, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

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

**NORTH BAY VILLAGE  
Cleaning Main Wet Well at 1851 Galleon St.  
BID NO. NBV 2017-004**


for said Owner, and;

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

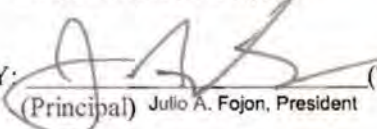
NOW THEREFORE, the conditions of this obligation are such that, if the Proposal be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein,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

IN WITNESS WHEREOF, THE said EnviroWaste Services Group, Inc., as "Principal" herein has caused these presents to be signed in its name, by its President under its corporation seal, and the said Platte River Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, and attested by its , under its corporate seal, this 24th day of April, A.D., 2017.

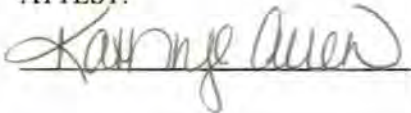
ATTEST:

  
\_\_\_\_\_  
Eduardo Barba


EnviroWaste Services Group, Inc.

BY:  (Title)  
(Principal) Julio A. Fojon, President

ATTEST:

  
\_\_\_\_\_  
Kathryn Allen

Platte River Insurance Company

BY:   
Stephen A. Vann  
(Surety) Attorney-in-Fact

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



**PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY**

41373033

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----STEPHEN A. VANN-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED\$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

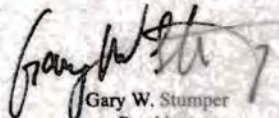
**"RESOLVED**, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.


**IN WITNESS WHEREOF**, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

  
Gary W. Stumper  
President  
Surety & Fidelity Operations



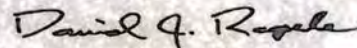
**PLATTE RIVER INSURANCE COMPANY**

  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } s.s.  
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



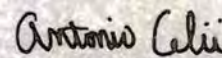
  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } s.s.  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 24th day of April, 2017.



  
Antonio Celi  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR-POA (Rev. 12-2016)



April 28, 2017

North Bay Village, Florida  
1666 Kennedy Causeway, Suite 300  
North Bay Village, Fl. 33141

RFP No NBV. 2017-004  
Cleaning Main Wet Well at 1851 Galleon Street

Project Schedule Availability

EnviroWaste Services Group, Inc. has the largest sewer infrastructure rehabilitation fleet in the State. With a combination of 27 Vactors and 15 pump trucks we can respond to clients immediately.

While this project has it's challenges because it it's sheer size, we will have no problems completing the work quickly and efficiently. We have cleaned this well before many years ago, so our staff already has experience with the City's infrastructure.

Our calculation of materials in the well our different from the bid's. We estimate approximately 100 cubic yards of material to remove. We would have two trucks working at the same time and be able to remove 20cubic yards per day. That being said if the conditions are as they seem, we should be able to have the well completely cleaned in one week.

Headquarters: 18001 Old Cutler Rd #554, Miami, FL 33157 \* (877) 637-9665 \* F (305) 637-9659  
Offices: Miami, FL \* Orlando, FL \* Tampa, FL \* Sarasota, FL  
[www.envirowastesg.com](http://www.envirowastesg.com) \* email: [info@envirowastesg.com](mailto:info@envirowastesg.com)

**FORM 2  
PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer):

EnviroWaste Services Group, Inc.

Principal Business Address:

18001 Old Cutler Rd, #554

Miami, Fl. 33157

2. Principal Contact Person(s):

Julio Fojon 305-281-1352 Cell, 305-637-9665 office

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

Corporation

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
<u>Julio Fojon</u>	<u>18001 Old Cutler Rd, #554</u>	<u>President</u>

If a corporation, in what state incorporated: Florida

Date Incorporated: February 12, 1998  
Month Day Year

If a Joint Venture or Partnership, date of agreement: \_\_\_\_\_

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
------	---------	-------

1. None, 100% self perform

2. \_\_\_\_\_

6. Outline specific areas of responsibility for each firm listed in Question 5.

1.

N/A

---

2.

---

7. Licenses:

a. County or Municipal Occupational License No.

CGC 1520877

---

(Attach Copy)

b. Business Tax Receipt Classification:

LBT 5643243

---

c. Business Tax Receipt Expiration Date:

9/30/17

---

d. Federal I.D. No:

65-0829090

---

**FORM 3  
PERSONNEL**

The Village requires that the proposer include the resumes of the principle of the company and any manager or superintendent that will be providing services under the specification of NBV 2017-004. Resumes should be provided in the following format, however, additional information may be provided at the option of the Proposer.

---

- A. Name & Title Eduardo Barba, Estimator
- B. Years of Experience with this company: 19  
With Other Similar companies:
- C. Education: FIU undergrad, UM MBA, CGC1520877  
Degree(s) Finance, Bachelor and MBA  
Year/Specialization 19 as Chief Operating Officer ESG
- D. Professional References: (List a minimum of 3)  
Alfredo Quintero 786-348-5323, Gary Krackenberg 305-301-9825, Ely Estevez
- E. Other Relevant Experience and Qualifications 305-416-1200  
Started ESG in '98 and experienced in all the operational aspect of business
- F. Attach applicable licenses for each individual performing services pursuant to this Contract.  
See attached contractors license

**FORM 4  
REFERENCES**

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Agency: Pasco County  
Address: 9518 Crabtree Lane  
Port Richey, Florida. 34668  
Phone Number: IFB EC-15-227  
Principal Contact Person(s): Ed Gribble  
727-834-3358 office 727-992-5892  
Year Contract Initiated: 2011
2. Name of Agency: City of Sunrise  
Address: 777 Sawgrass Corporate Parkway  
Sunrise, Florida. 33325  
Phone Number: 954-888-6072  
Principal Contact Person(s): Gio Batista  
gbatista@sunrisefl.gov  
Year Contract Initiated: 2011
3. Name of Agency: City of North Bay Village  
Address: 1666 Kennedy causeway, #300  
North Bay Village, Florida. 33141  
Phone Number: 786-897-9441  
Principal Contact Person(s): Rodney Carrero-Santana  
Year Contract Initiated: 2005



April 28, 2017

North Bay Village, Florida  
1666 Kennedy Causeway, Suite 300  
North Bay Village, Fl. 33141

RFP No NBV. 2017-004  
Cleaning Main Wet Well at 1851 Galleon Street

Government Contracts

During the past three years, EnviroWaste has had contracts with most of the municipalities in South Florida, including North Bay Village. We also have many contracts with the local municipalities in the Orlando, Naples and Tampa areas.

Headquarters: 18001 Old Cutler Rd #554, Miami, FL 33157 \* (877) 637-9665 \* F (305) 637-9659  
Offices: Miami, FL \* Orlando, FL \* Tampa, FL \* Sarasota, FL  
[www.envirowastesg.com](http://www.envirowastesg.com) \* email: [info@envirowastesg.com](mailto:info@envirowastesg.com)



April 28, 2017

North Bay Village, Florida  
1666 Kennedy Causeway, Suite 300  
North Bay Village, Fl. 33141

RFP No NBV. 2017-004  
Cleaning Main Wet Well at 1851 Galleon Street

Litigation

None

Headquarters: 18001 Old Cutler Rd #554, Miami, FL 33157 \* (877) 637-9665 \* F (305) 637-9659  
Offices: Miami, FL \* Orlando, FL \* Tampa, FL \* Sarasota, FL  
[www.envirowastesg.com](http://www.envirowastesg.com) \* email: [info@envirowastesg.com](mailto:info@envirowastesg.com)





April 28, 2017

North Bay Village, Florida  
1666 Kennedy Causeway, Suite 300  
North Bay Village, Fl. 33141

RFP No NBV. 2017-004  
Cleaning Main Wet Well at 1851 Galleon Street

Additional Services

ESG is a full services infrastructure rehabilitation company. It's impractical to list pricing for all the services we perform, however we have over 100 competitively bid contracts with municipalities and upon request can offer those contracts for the Town to use as a piggy back.

Headquarters: 18001 Old Cutler Rd #554, Miami, FL 33157 \* (877) 637-9665 \* F (305) 637-9659  
Offices: Miami, FL \* Orlando, FL \* Tampa, FL \* Sarasota, FL  
[www.envirowastesg.com](http://www.envirowastesg.com) \* email: [info@envirowastesg.com](mailto:info@envirowastesg.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 7/31/2017 4/21/2017

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td><b>INSURER B:</b> American Guarantee and Liab. Ins. Co.</td> <td>26247</td> </tr> <tr> <td><b>INSURER C:</b> Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Zurich American Insurance Company	16535	<b>INSURER B:</b> American Guarantee and Liab. Ins. Co.	26247	<b>INSURER C:</b> Steadfast Insurance Company	26387	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>
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<b>INSURER E:</b>															
<b>INSURER F:</b>															

**INSURED**  
 1422101 ENVIROWASTE SERVICES GROUP INC.  
 ATTN: RALPH BARBA, CFO  
 18001 OLD CUTTER ROAD, SUTIE 554  
 PALMETTO BAY FL 33157

**COVERAGES**      **CERTIFICATE NUMBER:** 14638317      **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	GLO5571339-04	7/31/2016	7/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP5571338-04	7/31/2016	7/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	AUC 5571348-04	7/31/2016	7/31/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ XXXXXXXX
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0176362-02 (FL)	7/31/2016	7/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>POLLUTION LIABILITY</b>	N	N	CPL0176382-02	7/31/2016	7/31/2017	\$1,000,000 LIMIT: \$10,000 DEDUCTIBLE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The Certificate Holder is Additional Insured as respects to General Liability.

### CERTIFICATE HOLDER

14638317

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**FORM 5**  
**DRUG-FREE WORKPLACE**

The undersigned vendor/contractor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that EnviroWaste Services Group, Inc. does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

[Signature]  
Signature (Blue ink only)  
Julio Fojon  
Print Name  
President  
Title  
4/24/17  
Date

Witness my hand and official notary seal/stamp at 18001 Old Cutler Rd, #554 the day and year written above

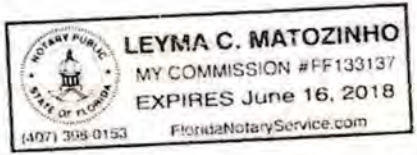
STATE OF FLORIDA )  
) SS:  
COUNTY OF MIAMI-DADE )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Julio Fojon as President, of EnviroWaste Services Group, Inc., an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of EnviroWaste Services for the use and purposes mentioned in the Form and affixed the ~~Official Seal~~ of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 24 day of April, 2017.

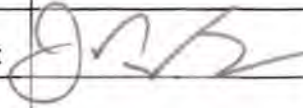
[Signature]  
NOTARY PUBLIC

My Commission Expires:



**FORM 6**  
**ACKNOWLEDGMENT OF ADDENDA**

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	4/21/17	Julio Fojon	President	

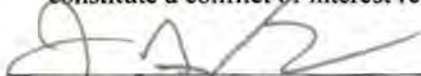
**FORM 7  
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is President of EnviroWaste Services Group, the Proposer that has submitted the attached Proposal; Inc.
  
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.  
(b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

  
\_\_\_\_\_  
Signature (Blue ink only)  
Julio Fojon  
\_\_\_\_\_  
Print Name  
President  
\_\_\_\_\_  
Title  
4/24/17  
\_\_\_\_\_  
Date

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at 18001 Old Cutler Rd, #554 the day and year written above

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Julio Fojon as President, of EnviroWaste Services Group, Inc., an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of EnviroWaste Services Group, Inc. for the use and purposes mentioned in the Affidavit and a Group, Inc. official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 24 day of April, 2017.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

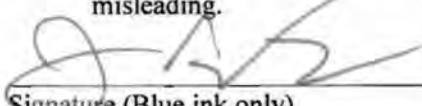


**FORM 8  
CERTIFICATION TO ACCURACY OF PROPOSAL**

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is President of EnviroWaste Services Group, Inc. the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

  
\_\_\_\_\_  
Signature (Blue ink only)

Julio Fojon  
\_\_\_\_\_  
Print Name

President  
\_\_\_\_\_  
Title

4/21/17  
\_\_\_\_\_  
Date

[Acknowledgment on following page.]

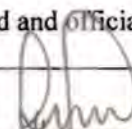


Witness my hand and official notary seal/stamp at 18001 Old Cutler Rd, #554 the day and year written above

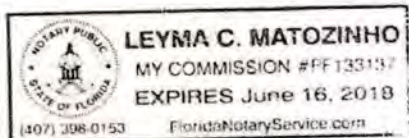
STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Julio Fojon as President, of EnviroWaste Services Group, Inc., an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of EnviroWaste Services Group for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 24 day of April, 2017.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



**FORM 9**  
**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the NORTH BAY VILLAGE by:

Julio Fojon President

[print individual's name and title]

for EnviroWaste Services Group, Inc.

[print name of entity submitting sworn statement]

whose business address is 18001 Old Cutler Rd. #554

Miami, Fl. 33157

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0829090 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

1. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

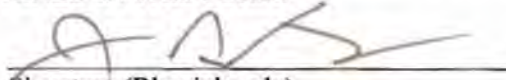
Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

[Acknowledgment on following page.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
Signature (Blue ink only)

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

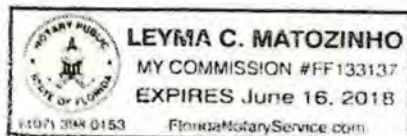
On this the 24 day of April, 20 17, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) Julio Fojon and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: print, stamp or type as commissioned.)



- Personally known to me, or
- Personal identification:  
\_\_\_\_\_  
(Type of Identification Produced)
- Did take an oath, or
- Did Not take an oath



## 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)

Addendum 1  
Issued on April 21, 2017

### REQUEST FOR PROPOSALS FOR

### CLEANING MAIN WET WELL AT 1851 GALLEON STREET RFP NO. NBV 2017-004

Issued by: North Bay Village

#### Notice to all Bidders:

#### Question 1:

I wanted to confirm it was mandatory to attend the pre-bid conference?

**ANSWER:** The Pre-bid conference was mandatory.

#### Question 2:

The Docs state a bid bond is required. Could you please confirm this, and if so, is there a specific form, or will an AIA suffice?

**ANSWER:** Bid bond is required, there is a specific form required by the Village.

#### Question 3:

The specs state there's about 2' of sediment to be removed, but at the site visit, we were told it's actually about 4'.

**ANSWER:** The specification remains unchanged; i.e. 2 feet of sediment to be removed.

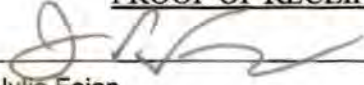
#### Question 4:

Lastly, is there a previous bid tabulation we could be provided?

**ANSWER:** There is no previous bid tabulation.

PROOF OF RECEIPT

Recipient Signature:



Print Name:

Julio Fojon

Company:

EnviroWaste Services Group, Inc.

Date:

4/24/17

SUBMIT WITH BID RESPONSE



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783**

**(850) 487-1395**

**BARBA, EDUARDO JOSE  
ENVIROWASTE SERVICES GROUP, INC.  
18001 OLD CUTLER RD  
554  
MIAMI FL 33157**

**Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.**

**Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.**

**Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!**



**DETACH HERE**

**RICK SCOTT, GOVERNOR**

**KEN LAWSON, SECRETARY**



**LICENSE NUMBER**  
CGC1520877

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018

**BARBA, EDUARDO JOSE  
ENVIROWASTE SERVICES GROUP, INC.  
18001 OLD CUTLER RD  
554  
MIAMI FL 33157**



**ISSUED: 06/30/2016**

**DISPLAY AS REQUIRED BY LAW**

**SEQ # L160630000758**

**Local Business Tax Receipt**

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



3961266

**BUSINESS NAME/LOCATION**  
 ENVIROWASTE SERVICES GROUP INC  
 4 SE 1 ST 2 FLOOR  
 MIAMI FL 33131

**RECEIPT NO.**  
**RENEWAL**  
**4134060**

**EXPIRES**  
**SEPTEMBER 30, 2017**

Must be displayed at place of business  
 Pursuant to County Code  
 Chapter 8A - Art. 9 & 10

**OWNER**  
 ENVIROWASTE SERVICES GROUP INC

**SEC. TYPE OF BUSINESS**  
 213 SERVICE BUSINESS

Employee(s) 5

**PAYMENT RECEIVED  
 BY TAX COLLECTOR**  
 \$45.00 09/15/2016  
 CREDITCARD-16-053857

*This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.*

*The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-275.*

*For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)*

**Local Business Tax Receipt**

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



5404058

**BUSINESS NAME/LOCATION**  
 ENVIROWASTE SERVICES GROUP INC  
 4 SE 1 ST 2 FLOOR  
 MIAMI FL 33131

**RECEIPT NO.**  
**RENEWAL**  
**5643243**

**EXPIRES**  
**SEPTEMBER 30, 2017**

Must be displayed at place of business  
 Pursuant to County Code  
 Chapter 8A - Art. 9 & 10

**OWNER**  
 ENVIROWASTE SERVICES GROUP INC

**SEC. TYPE OF BUSINESS**  
 196 SPECIALTY BUILDING CONTRACTOR  
 CGC1507453

Worker(s) 3

**PAYMENT RECEIVED  
 BY TAX COLLECTOR**  
 \$45.00 09/15/2016  
 CREDITCARD-16-053852

*This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.*

*The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-275.*

*For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)*





miamidade.gov

PERMIT NO: LW-000520-2016/2017 (ST)-ST  
ENVIROWASTE SERVICES GROUP, INC.  
21500 S DIXIE HWY  
MIAMI, FL 33189

Regulatory and Economic Resources  
Environmental Resources Management  
701 NW 1st Court # 7th Floor  
Miami, Florida 33136-3912  
T 305-372-6600 F 305-372-6893

**PERMITTEE:**

Mr. Eduardo R Barba  
ENVIROWASTE SERVICES GROUP, INC.  
18001 OLD CUTLER ROAD #554  
MIAMI, FL 33157-

**LIQUID WASTE TRANSPORTERS  
ANNUAL OPERATING PERMIT**

**DESCRIPTION OF FACILITY/EQUIPMENT**

This document, issued under the provisions of Chapter 24, Miami-Dade County Code (Dade County Environmental Protection Ordinance), shall be valid from April 01, 2016 through March 31, 2017. The above named permittee, is hereby authorized to operate as a Liquid Waste Transportation business from the above location, and with the equipment bearing the 21 identifying sticker(s) included with this permit.

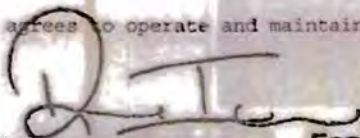
This facility is subject to conditions listed below and in the following pages (if any) of this permit.

**SPECIFIC CONDITIONS**

1. Correctly completed monthly reporting Forms and corresponding fees are required to be submitted to the Department on/or before the 20th of the following month.
2. Monthly reports shall include the LW monthly reporting form, a copy of the disposal manifest for each time waste is dumped, copies of the dump tickets from the disposal facility, and a summary sheet of the amount of waste dumped on each trip to the disposal facility, along with the appropriate monthly permit fees.
3. No waste other than residential septic tank, restaurant grease trap and RER approved industrial waste waters shall be transported under this permit.
4. No waste from an industrial facility or industrial holding tank shall be pumped out unless previous approval is obtained from this department. All approved industrial waste waters transported shall be listed separately on the Liquid Waste Transporters Monthly Report, detailing name of source, address, date, amount of waste, and location of disposal.
5. No hazardous waste shall be transported under this permit.
6. All waste transportation equipment shall be maintained in good working order at all times. Valves, hoses, tanks, etc., shall be properly maintained and shall not leak.
7. All waste material shall be deposited (dumped) at an approved disposal site. The only approved disposal sites in Miami-Dade County are: Virginia Key and Black Point sewage treatment plants.
8. No waste shall be deposited at any other site or structure in Miami-Dade County.

**GENERAL CONDITIONS**

9. The applicant, by acceptance of this document, agrees to operate and maintain the subject

  
 \_\_\_\_\_  
 Lee M. Hefty, Assistant Director FOR  
 Department of Regulatory and Economic Resources,  
 Environmental Resources Management





## COMPANY INFORMATION

EnviroWaste Services Group, Inc.  
18001 Old Cutler Road, Suite 554, Miami, FL 33157  
(305) 637-9665, Fax (305) 637-9659, (877) 637-9665  
License: # QB 32296  
CGC 1520877

## Company Experience / Qualifications

- **Project Name:** City of Miami Beach, FL  
**Project Title:** Routine & Emergency Sewer Repairs ITB 113-2013  
**Budget:** \$ 2,500,000 per year  
**Time period:** September 2013- September 2018  
**Synopsis:** ESG has been contracted to provide sewer rehabilitation services for the City of Miami Beach including CIPP rehabilitation, sewer cleaning/TV'ing, point repairs. EnviroWaste cleans and inspects the City's sanitary sewer system and makes the recommendation for repairs, and performs the repairs. EnviroWaste Services Group has installed 120,000' of mainline CIPP for the City since 2008.  
**Contact:** Eric Arencibia 305-673-7080 [ericarencibia@miamibeachfl.gov](mailto:ericarencibia@miamibeachfl.gov)
- **Owner:** City of Hollywood  
**Project Title:** 11-7063 and 13-7068 Sanitary Sewer Eval. And Repair  
**Budget:** \$ 1,000,000  
**Time period:** 2012-current  
**Scope:** ESG has been contracted to cctv, clean and rehab sanitary sewers  
**Contact:** Jose Polanco Ph: 754-208-9443 [JPOLANCO@hollywoodfl.org](mailto:JPOLANCO@hollywoodfl.org)
- **Project Name:** City of Coral Gables  
**Project Title:** Routine & Emergency Sewer Repairs and Inspection  
**Budget:** \$ 500,000 per year  
**Time period:** September 2013-Current  
**Synopsis:** ESG has been contracted to provide sewer rehabilitation services for the City of Coral Gables in sewer cleaning/TV'ing, point repairs. EnviroWaste cleans and inspects the City's sanitary sewer system and makes the recommendation for repairs, and performs the repairs.  
**Contact:** Noel Polo 305-460-5022 [npolo@coralgables.com](mailto:npolo@coralgables.com)
- **Project Name:** City of Sunrise  
**Project Title:** Sewer Rehab, Maintenance, and I&I Reduction  
**Budget:** \$ 1,000,000 per year  
**Time period:** October 2012-Current

Headquarters: 18001 Old Cutler Rd #554, Miami, FL 33157 \* (877) 637-9665 \* F (305) 637-9659  
Offices: Miami, FL \* Orlando, FL \* Tampa, FL  
[www.envirowastesg.com](http://www.envirowastesg.com) \* email: [info@envirowastesg.com](mailto:info@envirowastesg.com)



**Synopsis:** ESG has been contracted to provide sewer rehabilitation services for the City of Sunrises in sewer cleaning/TV'ing, point repairs. EnviroWaste cleans and inspects the City's sanitary sewer system and makes the recommendation for repairs, and performs the repairs.

**Contact:** Gio Batista 954-815-8861 [GBatista@sunrisefl.gov](mailto:GBatista@sunrisefl.gov)

- **Project Name:** City of North Miami Beach  
**Project Title:** Sewer Rehab, Maintenance, and I&I Reduction  
**Budget:** \$ 3000,000  
**Time period:** 2012-Current  
**Synopsis:** ESG has been contracted to provide sewer rehabilitation services for the City of Sunrises in sewer cleaning/TV'ing, point repairs. EnviroWaste cleans and inspects the City's sanitary sewer system and makes the recommendation for repairs, and performs the repairs.  
**Contact:** Pedro Melo 305-770-5135 [pedro.melo@citynmb.com](mailto:pedro.melo@citynmb.com)
  
- **Project Name:** City of Miami Beach, FL  
**Project Title:** Horizontal Job Order Contract  
**Budget:** \$ 25,000,000  
**Time period:** July 2009 – July 2014  
**Synopsis:** ESG has been contracted to provide horizontal general contracting services for the City of Miami Beach including CIPP rehabilitation, sewer cleaning/TV'ing, point repairs, demolition, drainage, paving, sidewalks, curbs, gutters, excavation, and all other "horizontal" construction services. EnviroWaste cleans and televises all of the outfalls located with the City of Miami Beach. Specifically we have extensively cleaned storm sewer and many outfalls within the city.  
**Contact:** Eric Arencibia
  
- **Project Name:** Pasco County, FL  
**Project Title:** Wastewater Hauling Emergency Contract  
**Budget:** \$ 250,000/year  
**Time period:** October 2011 – Current  
**Synopsis:** ESG has been contracted to provide emergency vector and vacuum truck services for all of Pasco County, as many as 13 trucks at the same time  
**Contact:** Ernest Catron                      727-847-8194                      ext 8897
  
- **Project Name:** Hillsborough County, FL  
**Project Title:** Wastewater Pumping and Disposal Contract  
**Budget:** \$ 2,000,000/year  
**Time period:** December 2013 – Current  
**Synopsis:** ESG has been contracted to provide emergency and scheduled vector and vacuum truck services for all of Hillsborough County.  
**Contact:** David Lundberg                      813-663-3229
  
- **Project Name:** Town of Cutler Bay

**Headquarters:** 18001 Old Cutler Rd #554, Miami, FL 33157 \* (877) 637-9665 \* F (305) 637-9659

**Offices:** Miami, FL \* Orlando, FL \* Tampa, FL

[www.envirowastesg.com](http://www.envirowastesg.com) \* email: [info@envirowastesg.com](mailto:info@envirowastesg.com)



**Project Title:** Miscellaneous Construction and Repairs Town Wide

**Budget:** \$ 1,500,000/year

**Time period:** July 2008 – Current

**Synopsis:** ESG has been contracted to provide clean storm sewers, remove and replace sidewalks, asphalt roadways, drainage repairs, along with other miscellaneous tasks

**Contact:** Alfredo Quintero 786-348-5323

- **Owner:** City of Miami  
**Project Title:** Outfall and Drainage Cleaning Contract  
**Budget:** \$ 750,000 per year  
**Time period:** 2005 – current  
**Scope:** ESG has been contracted to provide cleaning of the City of Miami's storm drainage system.  
**Contact:** Ely Estevez Ph: 305-416-1200
- **Owner:** Orange County, FL  
**Project Title:** Stormwater System Inspection, Cleaning, Sealing, Void Detection & Void Filling (Y9-1022, Y12-1060, Y15-1140)  
**Budget:** \$ 1,100,000 per year  
**Time period:** June 2008 – Current, 3 separate contracts  
**Scope:** ESG has been contracted to provide various sewer related contracting services for Orange County, FL, including cleaning and video inspection.  
**Contact:** Patty Hobbs 407-836-5456
- **Owner:** Orange County, FL  
**Project Title:** Sanitary Sewer Cleaning and inspection(Y8-1034, Y8-1110, Y11-112, Y14-1075)  
**Budget:** \$ 3,000,000 per year  
**Time period:** June 2008 – Current, 4 separate contracts  
**Scope:** ESG has been contracted to provide various drainage related contracting services for Orange County, FL, including cleaning, video inspection, chemical grouting, internal joint seals, sonar inspection, ground penetrating radar, soil stabilization, injection holes, and injection & sealing of cracks.  
**Contact:** Charles West 321-354-7325
- **Project Name:** City of Miami Beach, FL  
**Project Title:** Horizontal Job Order Contract  
**Budget:** \$ 10,000,000  
**Time period:** April 2008 – April 2013  
**Synopsis:** ESG has been contracted to provide horizontal general contracting services for the City of Miami Beach including CIPP rehabilitation, sewer cleaning/TV'ing, point repairs, demolition, drainage, paving, sidewalks, curbs, gutters, excavation, and all other "horizontal" construction services. EnviroWaste cleans and televises all of the outfalls located with the City of Miami Beach.  
**Contact:** Eric Arencibia

**Headquarters:** 18001 Old Cutler Rd #554, Miami, FL 33157 \* (877) 637-9665 \* F (305) 637-9659

**Offices:** Miami, FL \* Orlando, FL \* Tampa, FL

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- **Owner:** City of Ocala  
**Project Title:** Sanitary Sewer System Inspection, Cleaning  
**Budget:** \$ 1,250,000  
**Time period:** 2008 – 2016  
**Scope:** ESG has been contracted to provide cleaning and inspection of sanitary sewer as well as smoke testing.  
**Contact:** Edwards Earnest Ph: 352-629-8521 Fax: 352-629-8242  
Earnest@ocalafl.org
- **Project name:** S-782 Lateral Sewer Testing – 2005-2007  
**Location:** Miami-Dade Water & Sewer Department  
**Budget:** \$ 3,300,000 (completed at \$ 2,450,000)  
**Time period:** 2 years  
**Synopsis:** ESG was contracted to test approximately 6,000 sanitary sewer service lateral connections in 40 lift stations throughout Miami-Dade County. The lines were tested using the pressure test and/or the smoke test method. This pilot study program, the first of its kind in the U.S., was requested to determine the I&I problems with the lateral connections throughout the County.  
**Contact:** Miguel Pichardo 786-258-2573
- **Project name:** S-793 Sanitary Sewer Service Laterals CIPP Rehabilitation  
**Location:** Miami-Dade Water & Sewer Department  
**Budget:** \$ 500,000  
**Time period:** 2006  
**Synopsis:** ESG was contracted by the Prime Contractor to line 95 sanitary sewer service laterals throughout areas of Miami-Dade County.  
**Contact:** Miguel Pichardo 786-258-2573
- **Project name:** S-803 Sectional Line Repair – 2006 / 2009  
**Location:** Miami-Dade Water & Sewer Department  
**Budget:** \$ 2,000,000  
**Time period:** Scheduled to complete project within half the allotted time frame.  
**Synopsis:** ESG was contracted to clean, CCTV video, and inspect sewer lines throughout Miami-Dade County to determine where a repair is required. The specific repair method used under this contract is sectional lining. Over 2,000 sectionals were installed.  
**Contact:** Miguel Pichardo 786-258-2573
- **Project name:** S-847 Sectional Line Repair – 2010-2014  
**Location:** Miami-Dade Water & Sewer Department  
**Budget:** \$ 2,000,000  
**Time period:** Scheduled to complete project within half the allotted time frame.  
**Synopsis:** ESG was contracted to clean, CCTV video, and inspect sewer lines throughout Miami-Dade County to determine where a repair is required. The

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specific repair method used under this contract is sectional lining. Over 2,000 sectionals were installed.

**Contact:** Miguel Pichardo 786-258-2573

- **Project Name:** FDOT – Lake County  
**Project Title:** Maintenance contract E5J21  
**Budget:** \$ 630,000 (completed on time and under budget)  
**Time period:** August 2007 – March 2008  
**Synopsis:** ESG was contracted by the FDOT to repair and maintain the storm water system on any of the Department's rights-of-way in Lake County. The primary work duties included CIPP repair of drainage pipes, joint repairs, sealing of drainage pipes and structures, pressure grouting, desilting of pipes, inlets, and culverts, production of video records and written reports. The installation of liners included sizes ranging from 15" to 36".
- **Project Name:** Indian Creek Village  
**Project Title:** Rehabilitation of Storm Sewer System  
**Budget:** \$ 330,000  
**Time period:** July 2006 – March 2007  
**Synopsis:** ESG was contracted by the Village to provide various storm sewer services. The scope of services includes CIPP lining, grouting, sectional lining, storm drain cleaning, video inspection, point repairs, repair of inlets and manholes, and site restoration. The installation of liners included sizes ranging from 8" to 36".
- **Project Name:** Lighthouse Point  
**Project Title:** Rehabilitation of Storm Sewers on 24<sup>th</sup> Street  
**Budget:** \$ 85,000  
**Time period:**  
**Synopsis:** ESG was subcontracted by a Prime Contractor to provide various storm sewer services. The scope of services includes CIPP lining, storm drain cleaning, and video inspection. The installation of liners included sizes ranging from 15" to 36".
- **Project name:** Sanitary Sewer Service Laterals CIPP Rehabilitation  
**Location:** Kenneth City, FL  
**Budget:** \$ 60,000  
**Time period:** 2006  
**Synopsis:** ESG was contracted by the Prime Contractor to line 45 sanitary sewer service laterals throughout areas of Kenneth City, FL.
- **Project name:** Sanitary Sewer Evaluation Study & Repairs  
**Location:** Homestead Air Reserve Base, FL  
**Budget:** \$ 126,000  
**Time period:** 2007  
**Synopsis:** The project consisted of evaluating the sanitary sewer system by smoke testing, followed by further evaluation by cleaning and video inspection.

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This resulted in a variety of repair methods such as CIPP lining, CIPP sectional repairs, installing cleanouts, restoration of manholes, raising chimneys, installation of new sanitary pipes, service reinstatement, open cut point repair, chemical grouting of joints, and site restoration.

- **Project name:** Sanitary Sewer Evaluation Study & Repairs  
**Location:** Miami International Airport, FL  
**Budget:** \$ 71,000  
**Time period:** 2007-2008  
**Synopsis:** The project consisted of evaluating the sanitary sewer system by cleaning and video inspection. This resulted in a variety of repair methods such as CIPP lining, CIPP sectional repairs, installing cleanouts, installation of new sanitary pipes, service reinstatement, open cut point repair, chemical grouting of joints, and site restoration.
- **Owner:** Broward County, FL (Water and Wastewater Services)  
**Project Title:** Sewer Cleaning / Televising / Grouting / Video Capture  
**Budget:** \$ 672,150  
**Time period:** August 2008 – October 2009  
**Scope:** ESG has been contracted to provide various drainage related contracting services for Broward County, FL, including cleaning, video inspection, chemical grouting, and bypass pumping.
- **Project Name:** FDOT – Broward E4J05  
**Project Title:** Maintenance contract  
**Budget:** \$ 215,000 per year  
**Time period:** 2006-2009  
**Contact:** Brenda Morgan 954-931-6177  
**Synopsis:** ESG was contracted by the FDOT to clean and inspect the storm drainage system within the county.
- **Project Name:** FDOT – Broward County E4G62  
**Project Title:** Maintenance contract  
**Budget:** \$300,000 / year  
**Time period:** 2003-2005  
**Contact:** Brenda Morgan 954-931-6177  
**Synopsis:** ESG was contracted by the FDOT to clean and inspect the storm drainage system within the county.
- **Project Name:** FDOT – Miami Dade E6E58  
**Project Title:** Maintenance contract  
**Budget:** \$ 165,000 per year  
**Time period:** 2009-2011  
**Contact:** Mary Lou Karner 305-256-6330  
**Synopsis:** ESG was contracted by the FDOT to clean and inspect the deep well injection system within the county.

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- **Project Name:** FDOT – Miami Dade E6B68  
**Project Title:** Maintenance contract  
**Budget:** \$ 200,000 per year  
**Time period:** 2003-2005  
**Contact:** Mary Lou Karner 305-256-6330  
**Synopsis:** ESG was contracted by the FDOT to clean and inspect the storm drainage system within the county.
- **Project Name:** FDOT – Miami Dade E6B70  
**Project Title:** Maintenance contract  
**Budget:** \$ 200,000 per year  
**Time period:** 2003-2005  
**Contact:** Mary Lou Karner 305-256-6330  
**Synopsis:** ESG was contracted by the FDOT to clean and inspect the storm drainage system within the county.
- **Project Name:** FDOT – Miami Dade E6D75  
**Project Title:** Maintenance contract  
**Budget:** \$ 200,000 per year  
**Time period:** 2006-2007  
**Contact:** Mary Lou Karner 305-256-6330  
**Synopsis:** ESG was contracted by the FDOT to clean and inspect the storm drainage system within the county, large diameter pipes.
- **Project Name:** FDOT – Lake County E5M28  
**Project Title:** Maintenance contract  
**Budget:** \$ 225,000 per year  
**Time period:** 2009  
**Synopsis:** ESG was contracted by the FDOT to clean, inspect, and repair the storm drainage system within the county.
- **Project Name:** FDOT – Deland H-5069  
**Project Title:** Emergency Clean up contract, Hurricane Frances  
**Budget:** \$ 189,000  
**Time period:** 2004  
**Synopsis:** ESG was contracted by the FDOT to clean the storm drainage system within the county after Hurricane Frances.
- **Project Name:** FDOT – Miami Dade H-6069  
**Project Title:** Emergency Clean up contract, Hurricane Wilma  
**Budget:** \$ 1,000,000  
**Time period:** 2005  
**Contact:** Mary Lou Karner 305-256-6330  
**Synopsis:** ESG was contracted by the FDOT to clean the storm drainage system within the county after Hurricane Wilma.

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- **Project Name:** FDOT – Miami Dade, Key West H-6065  
**Project Title:** Emergency Clean up contract, Hurricane Wilma  
**Budget:** \$ 200,000  
**Time period:** 2005  
**Contact:** Mary Lou Karner 305-256-6330  
**Synopsis:** ESG was contracted by the FDOT to clean the storm drainage system within the county after Hurricane Wilma.
  
- **Project name:** Citywide Storm Drain Cleaning - 2006  
**Location:** City of Miami, FL  
**Budget:** \$ 1,900,000 (in-budget)  
**Time period:** 3 months (within 25% of time schedule)  
**Contact:** Eli Estevez 305-416-1200  
**Synopsis:** ESG was contracted to perform storm drain cleaning services of various pipe diameters throughout the City of Miami. The project was awarded as a combination of annual maintenance service and Hurricane Wilma emergency service.
  
- **Project name:** Countywide Storm Drain Cleaning (STDC-4) – 2007  
**Location:** Miami-Dade County, FL  
**Budget:** \$ 1,700,000  
**Time period:** 1 year (completed in 7 months)  
**Contact:** Mercedes Barrera 786-256-2625  
**Synopsis:** ESG was contracted to provide maintenance services including the clean out of existing drainage structures and associated culverts throughout Miami-Dade County. The project's scope of work includes hydraulic cleaning and vacuum removal of all foreign material, obstructions, debris, silt, litter, and all other associated work.
  
- **Project name:** Countywide Storm Drain Cleaning (STDC-9) – 2007  
**Location:** Miami-Dade County, FL  
**Budget:** \$ 1,000,000  
**Time period:** 1 year (completed in 4 months)  
**Contact:** Mercedes Barrera 786-256-2625  
**Synopsis:** ESG was contracted to provide maintenance services including the clean out of existing drainage structures and associated culverts throughout Miami-Dade County. The project's scope of work includes hydraulic cleaning and vacuum removal of all foreign material, obstructions, debris, silt, litter, and all other associated work.
  
- **Project name:** Countywide Storm Drain Cleaning (STDC-11) – 2007  
**Location:** Miami-Dade County, FL  
**Budget:** \$ 1,000,000  
**Time period:** 1 year (completed in 4 months)

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**Contact:** Mercedes Barrera 786-256-2625

**Synopsis:** ESG was contracted to provide maintenance services including the clean out of existing drainage structures and associated culverts throughout Miami-Dade County. The project's scope of work includes hydraulic cleaning and vacuum removal of all foreign material, obstructions, debris, silt, litter, and all other associated work.

- **Project name:** Countywide Storm Drain Cleaning (STDC-12) – 2007  
**Location:** Miami-Dade County, FL  
**Budget:** \$ 1,000,000  
**Time period:** 1 year (completed in 4 months)  
**Contact:** Mercedes Barrera 786-256-2625  
**Synopsis:** ESG was contracted to provide maintenance services including the clean out of existing drainage structures and associated culverts throughout Miami-Dade County. The project's scope of work includes hydraulic cleaning and vacuum removal of all foreign material, obstructions, debris, silt, litter, and all other associated work.
- **Project name:** Hurricane Katrina drain cleaning - 2005  
**Location:** Jefferson Parish, LA  
**Budget:** \$ 1,200,000 (in-budget)  
**Time period:** 1 month (in-time)  
**Synopsis:** ESG was contracted to perform storm drain cleaning services of various pipe diameters throughout Jefferson Parish, LA, in response to Hurricane Katrina. ESG mobilized a fleet of jetter/vacuum trucks within 24 hours to assist in clean-up of Parish.
- **Owner:** Town of Miami Lakes, FL  
**Project Title:** General Roadway Construction  
**Budget:** \$ 700,000  
**Time period:** July 2008 – July 2012  
**Scope:** ESG has been contracted to provide general roadway construction services for the Town of Miami Lakes, FL including drainage, paving, sidewalks, curbs, gutters, etc.
- **Owner:** FDOT District VI – Miami, FL  
**Project Title:** Sidewalk Repair  
**Budget:** \$ 200,000  
**Time period:** August 2008 – August 2011  
**Scope:** ESG has been contracted to provide sidewalk repair for the Florida Department of Transportation.
- **Owner:** City of Miami, FL  
**Project Title:** Slab Covered Trench Cleaning  
**Budget:** \$ 360,000 / year  
**Time period:** 2008 – 2012

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**Scope:** ESG has been contracted to clean slab covered trenches for the City of Miami.

## REFERENCES

Sewer refers to storm and sanitary.

- Miami Dade County W&SD(Sewer) – Miguel Pichardo - 786-258-2573
- City of Sunrise(Sewer) – Gio Batista (954) 815-8861
- Town of Cutler Bay(Storm & Construction) – Alfredo Quintero (786) 348-5323
- Village of Pinecrest (Sewer) – Gary Krackenberg (305) 301-9825
- City of Doral (Sewer) – Carlos Arroyo (786) 367-5083
- City of Hollywood(Sewer) – Jose Polanco (954) 921-3930
- City of Coral Gables(Sewer & Construction) – Noel Polo (305) 460-5022
- City of North Miami(Sewer) – Wisler Pierre-Louis (305) 895-9838
- City of Miami(Sewer) – Elyrosa Estevez – (305) 416-1200
- FDOT (Broward) (Sewer) – Chi Sheu – (954)- 776-4300
- FDOT (Miami-Dade) (Sewer) – Mary Lou Karner – (305) 256-6330
- FDOT (Miami Dade) (Sewer) – Houshang Zahedi – (305) 654-7163
- Miami Dade County Public Works (Sewer) – Mercedes Barrera – (786) 256-2625
- City of North Lauderdale (Sewer) – Glenn Ray – (954) 724-7070

EnviroWaste Services Group, Inc. was incorporated in February of 1998, since that time ESG has grown to be the largest sewer and storm drain cleaning company in the State of Florida. It is the largest minority owned drain cleaning business in the nation. ESG has a fleet of over seventy pieces of heavy/light equipment, with twenty seven jet/vac combination trucks, 17 Television trucks, 15 4,000 gallon pump trucks. EnviroWaste has three hurco smokers, giving us a capability of smoke testing 100,000' per week. ESG counts with over 100 experienced employees. EnviroWaste has cleaned well over 15,000,000 feet of storm drainage systems, 20,000,000 feet of sanitary sewer systems.

EnviroWaste does all of their own cleaning and CCTV work, none of it is subcontracted.

## MISC

In addition to the aforementioned information, ESG has been listed recently in Hispanic Business magazine as "One of the 500 Largest" Hispanic companies in the U.S., by Hispanic Business as one of the "Fastest Growing 100 Hispanic Companies" in the US, by Inc. magazine as one of the "100 Fastest Growing Inner City Companies" in the US and by Inc. as one of the 5000 Fastest Growing Private Businesses in the US.

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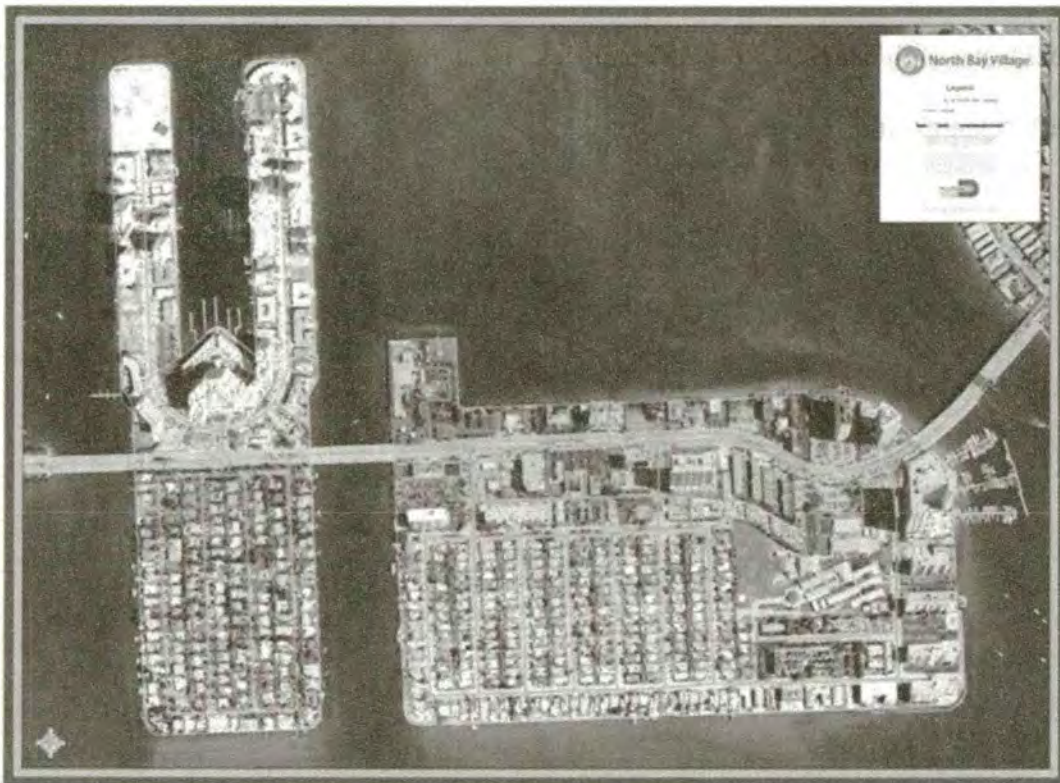
**NORTH BAY VILLAGE, FLORIDA**



**REQUEST FOR PROPOSALS  
FOR**

**CLEANING MAIN WET WELL AT  
1851 GALLEON STREET**

**RFP NO. NBV 2017-004**



**SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,  
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141  
ON OR BEFORE APRIL 28, 2017, 4:00 P.M.  
North Bay Village, Florida**

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## SECTION 1 – REQUEST FOR PROPOSALS NOTICE

### NORTH BAY VILLAGE REQUEST FOR PROPOSALS

### CLEANING MAIN WET WELL AT 1851 GALLEON STREET

RFP NO. NBV 2017-004

Public Notice is hereby given that North Bay Village, Florida is requesting proposals from experienced and qualified vendors to clean the Main Wet Well located at 1851 Galleon Street.

**Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before April 28, 2017, no later than 4:00 p.m. local time, at which time they will be publicly opened.** Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

Respondents must submit an original unbound package, six (6) additional bound copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

Copies of this Proposal Document may be obtained at DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com), at the Village Administrative Offices, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m., Monday through Friday, or by emailing [yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com).

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

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

Yvonne P. Hamilton, CMC  
Village Clerk

## SCHEDULE OF EVENTS

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

Date	Event
April 2, 2017	Advertisement
April 3, 2017	Documents Available for Public Inspection and digital copies
April 17, 2017	10:00 AM, pre-bid meeting at: <b>1666 Kennedy Causeway, Commission Chambers 1<sup>st</sup> Floor, North Bay Village, Florida 33141.</b>
April 21, 2017	Last day opportunity for questions by emailing <a href="mailto:yvonne.hamilton@nbvillage.com">yvonne.hamilton@nbvillage.com</a> , no later than 4:00 PM local time.
April 28, 2017	Bid Documents Submittal due in to Village Clerk Office, no later than 4:00 P.M. local time.
May 11, 2017	Technical Review Committee Meeting – 10:00 A.M. local time.
May 22, 2017	Award Recommendation to Village Clerk and Village Manager
June 13, 2017	Commission Public Meeting to review and confirm Award Recommendation 7:30 P.M. local time.

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit Proposal:**

**It will be the sole responsibility** of the Proposer to ensure that the Proposals reach North Bay Village, Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141, prior to the RFP opening date and time listed. Proposals submitted by email or facsimile will NOT be accepted.

The proposal package must contain a Bid Bond in the amount of 5% of the total amount bid for the 5. If alternates are offered the 5% Bid Bond shall be on the highest total bid amount. The security will be in the form of cash, cashier's check, or bid bond made payable to North Bay Village and will be required to be submitted with the Proposal package in a separate marked envelope. All Bid Bonds will be returned after the contract with the successful proposer has been executed.

The Village will require, as a condition of award the successful proposer to provide a Payment /Performance Bond in the amount of the contract for the entire project. This Bond will be in effect until after the Village has accepted the completed project and made the final payment.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract, if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by: \_\_\_\_\_  
(Signature) (Date)  
Name (printed) \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: (Legal Registration) \_\_\_\_\_

**VENDOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).**

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_  
E-MAIL: \_\_\_\_\_



VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

## SECTION 2 - INTRODUCTION/INFORMATION

### 2.1. Purpose

North Bay Village is requesting proposals from qualified vendors/contractors to clean the main Wet Well located at 1851 Galleon Street, North Bay Village, Florida, as follows:

- Remove approximately 2 feet of floating accumulated materials from the wet well.
- Remove accumulated materials from around the wet well platform area.
- Dispose of waste materials at appropriate permitted disposal site.
- The work shall be performed in accordance with confined space safety procedures and OSHA requirements.
- Provide to the village copies of all disposal tickets

The bid price shall include all equipment, labor, materials and applicable fees for cleaning and proper disposal of waste materials. Bidders are encouraged to visit the site prior to submittal of bids.

### 2.2. Information or Clarification

Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

### 2.3. Eligibility:

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Technical Specifications/Scope of Services section of this RFP, to at least one agency similar in size and complexity of North Bay Village. The services need to be completed within the last five (5) years.

## SECTION 3 – GENERAL CONDITIONS

### 3.1. RFP Documents

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in this RFP. Proposals not submitted on the prescribed Proposal forms may be rejected. By submitting a Proposal, the Proposer agrees to be subjected to all terms and conditions specified herein. Submittal of a response to this RFP constitutes a binding offer by the Proposer.

### 3.2. Taxes

The Proposer shall not be entitled to the Village's tax exempt benefits.

### 3.3. Interpretations and Inquiries

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the Village or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, via email or fax, and received by the Village no later than 3:00 PM, local time, on April 21, 2017. Written inquiries shall be sent with the subject line "**Cleaning Main Wet Well at 1851 Galleon Street, RFP No. NBV 2017-004**."

Yvonne P. Hamilton, CMC, Village Clerk  
North Bay Village  
1666 Kennedy Causeway, Suite 300  
North Bay Village, Florida 33141  
Fax: (305) 756-7722  
Email: [yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com)

The Village will not respond to oral inquiries.

Submission of a Proposal shall serve as prima facie evidence that the Proposer has examined the Contract and is fully aware of all conditions affecting the provision of Services

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents shall be made in the form of a written addendum to the RFP document and shall be furnished by the Village to all Proposers. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the Village may be relied upon.

### **3.4. Verbal Agreements**

No verbal agreement or conversation with any officer, agent, or employee of the Village, either before or after submittal of the Proposal, shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Village or the Proposer.

### **3.5. No Contingent Fees**

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

### **3.6. Independence**

On the form provided in Section 10 of this RFP, the Proposer shall list, and describe any relationships – professional, financial or otherwise – that it may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer shall give the Village written notice of any other relationships – professional, financial or otherwise – that it enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

### **3.7. No Collusion**

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved.

### **3.8. Assignment; Non-transferability of Proposal**

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of a Contract, is subject to having its Proposal disqualified as a result of such transaction. The Village Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to the Village. Failure to do so may result in the Proposal being disqualified, at the Village Manager's sole discretion.

### **3.9. Legal Requirements**

Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the Services being offered in this RFP. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### **3.10. Familiarity with Laws and Ordinances**

The submission of a Proposal on the Services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he or she shall report it to the Village Clerk in writing.

### **3.11. Advertising**

In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any Advertising or Proposer sponsored publicity without the express written approval of the Village Manager or designee.

### **3.12. Award of Contract**

Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the Village, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation.

### **3.13. Execute Contract**

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Contract between the Village and the successful Proposer(s). Following ranking of the most qualified Proposers and selection by the Village Commission, the successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Contract, deliver to the Village a fully executed Contract, The required payment/Performance Bond and all requested certificates of insurance.

The final Contract shall be subject to the approval of the Village Manager in his or her sole discretion, and approved as to form and legality by the Village Attorney. The order of precedence will be the Contract, the RFP Documents, the Proposer's response and general law. Any and all legal action necessary to interpret or enforce the Contract will be governed by the laws of Florida. Venue shall be proper exclusively in Miami-Dade County, Florida.

### **3.14. Facilities**

The Village Manager or designee reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

### **3.15. Withdrawal or Revision of Proposal Prior to and After Opening**

A Proposer may withdraw its Proposal at any time before the proposals are opened. No Proposer may withdraw its Proposal within one hundred twenty (120) calendar days after the Proposal opening date.

### **3.16. Village's Exclusive Rights**

The Village Manager reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all Proposals in part or in whole;
3. Request additional information as appropriate; or
4. Reject any or all submittals if found to be in the best interest of the Village.

By submitting a Proposal for the Services, all Proposers acknowledge and agree that no enforceable Contract arises until the Village Commission approves a Contract with the selected Proposer.

### **3.17. Addenda**

The Village reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such addenda on the form provided herein. In the event any Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged, and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the Village.

### **3.18. Review of the RFP Documents**

By the submission of a Proposal to perform the Services, the Proposer certifies that a careful review of the RFP documents has taken place and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

**3.19. Adjustment/Changes/Deviations**

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

**3.20. Public Records**

Upon award recommendation or thirty (30) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

**3.21. Subcontracting**

No subcontracting shall be permitted, except with the prior approval of the Village Manager, which shall be at his or her sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of the Contract, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Village Manager, subject to his or her approval.

**3.22. Public Entities Crime**

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a Proposal on an Contract to provide any goods or services to the Village and may not transact business with the Village in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the Services set forth in this RFP.

**3.23. Non-Collusion Affidavit**

The Proposer shall include the Non-Collusion Affidavit as set forth in the form provided in this RFP and as described in this RFP. Proposer’s failure to include the affidavit may result in disqualification.

## SECTION 4 - SPECIAL CONDITIONS

### **4.1. General Conditions**

RFP General Conditions are included and made a part of this RFP.

### **4.2. Variances**

While the Village allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

### **4.3. RFP Documents**

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

### **4.4. Proposers' Costs**

The Village shall not be liable for any costs incurred by proposers in responding to this RFP.

### **4.5. Proposal Security**

The proposal package must contain a Bid Bond in the amount of 5% of the total amount bid for the project. If alternates are offered, the 5% Bid Bond shall be on the highest total bid amount. The security will be in the form of cash, cashier's check, or bid bond made payable to North Bay Village and will be required to be submitted with the Proposal package in a separate marked envelope. All Bid Bonds will be returned after the contract with the successful proposer has executed a contract for the work.

The Village will require, as a condition of award the successful proposer to provide a Payment /Performance Bond in the amount of the contract for the entire project. This Bond will be in effect until after the Village has accepted the completed project and made the final payment. Should the Proposer refuse to continue with the development of its Proposal, refuse to enter into the Contract contained in this RFP, or fail to furnish such bond or check, the amount of the Proposal security shall be forfeited to the Village as liquidated damages, not as a penalty. Proposals not accompanied by the proper Proposal security shall be deemed non-responsive and will not be considered.

Default of Proposer shall occur upon the failure of the Proposer to deliver within the time required by the RFP, including the executed Agreement, and any performance and payment bonds required by the RFP and the Agreement. Bid Bond for the awarded Proposer will be returned following the execution of the Contract.



#### **4.6. Approved Equal Or Alternate Product Proposals**

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by North Bay Village.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the Village to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The Village will be the sole judge in determining if the product proposed qualifies as approved equal. The Village reserves the right to award to that proposal which will best serve the interest of the Village as determined by the Village. The Village further reserves the right to waive minor variations to specifications and in the bidding process.

#### **4.7. Contract Period & Warranty**

The resulting contract will be effective upon execution. The contract for the services should include initial warranty of all provided services and products and a minimum of a five (5) year warranty.

#### **4.8. Invoices/Payment**

Payments will be made based upon work completed. Payment shall be made by the 15<sup>th</sup> of the month following receipt of the Contractor's invoice for the services.

#### **4.9. Deletion Or Modification Of Services**

The Village reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the Village, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the Village agree on modifications or revisions to the task elements, after the Village has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the Village for approval prior to proceeding with the work.

#### **4.10. Additional Items**

The Village may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the Village prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items from other vendors or to cancel the contract upon giving the Contractor thirty (30) days written notice.

#### **4.11. Independent Contractor**

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

#### **4.12. Uncontrollable Circumstances ("Force Majeure")**

The Village and Contractor will be excused from the performance of their respective obligations under this contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- a. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this Section.

#### **4.13. Insurance**

The contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 for each accident. The Village is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the Village as "additional insured" will be at the contractor's expense.

- a. Workers Compensation: Notwithstanding FS 440.055, any firm performing work on behalf of North Bay Village must provide Workers' Compensation Insurance for the benefit of its employees.

Exceptions and exemptions can only be made if they are in accordance with Florida Statute.

- b. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) general aggregate limit. Such certificate shall list the Village as an additional insured.

NOTE: If Comprehensive General Liability limits are less than one million dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than one million dollars (\$1,000,000.00).

- c. Automobile Liability must equal no less than one million dollars (\$1,000,000.00) for each occurrence. The Contractor shall provide to the Village original certificates of such coverage prior to engaging in any activities under this contract. Certificates shall have no less than thirty (30) days' notice of cancellation. No work can be started until the certificate is submitted and approved by the Village Manager.

In the event that you are the successful proposer, you will be required to provide a certificate naming the Village as an "additional insured" for both General Liability and Automobile coverages.

Certificate holder should be stated as follows:

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

#### **4.15. Bonds**

The successful bidder shall provide with the executed contract or within five (5) days of the Effective Date of Contract, a cash bond, letter of credit or Payment/Performance bond in an amount equal to the total of the contract amount in a form satisfactory to the Village Attorney.

The surety providing such Bonds must be licensed authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570).

The cost of the premiums for such Bonds shall be at no cost to the VILLAGE. If notice of any change affecting the work under the Contract, the Contract Prices or Term or any of the provisions of the RFP Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR'S sole responsibility.

#### **4.16. Lobbying Activities**

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with North Bay Village Ordinances, Lobbying Activities. Copies of Ordinances may be obtained from the Village Clerk's Office. The ordinance may also be viewed on the Village's website or at [www.municode.com](http://www.municode.com).

#### **4.17. Contract Administrator**

The Village may designate a Contract Administrator whose principal duties shall be Liaison with Contractor to coordinate and approve all work under the contract.

Resolve any disputes. Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

#### **4.18. Contractor Performance Reviews And Ratings**

The Village Contract Administrator may develop a Contractor performance evaluation report at the discretion of the Village Manager. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

- Excellent - far exceeds requirements.
- Good - Exceeds requirements
- Fair - Just meets requirements.
- Poor - does not meet all requirements and Contractor is subject to penalty provisions under the contract.
- Noncompliance – does not comply with requirements or continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

**4.19. Bid Tabulations/Intent To Award**

Notice of Intent to Award Contract/Bid, resulting from the Village's Formal solicitation process, requiring Village Commission action is available at Village Hall. Tabulations of receipt of those parties responding to a formal solicitation may be found at Village Hall or any interested party may call the Village Clerk at (305) 756-7171.

## SECTION 5 – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE

### 5.1 Purpose

North Bay Village is requesting proposals from qualified vendors/contractors to clean the main Wet Well located at 1851 Galleon Street, North Bay Village, Florida, as follows:

- Remove approximately 2 feet of floating accumulated materials from the wet well.
- Remove accumulated materials from around the wet well platform area.
- Dispose of waste materials at appropriate permitted disposal site.
- The work shall be performed in accordance with confined space safety procedures and OSHA requirements.
- Provide to the village copies of all disposal tickets

The bid price shall include all equipment, labor, materials and applicable fees for cleaning and proper disposal of waste materials. Bidders are encouraged to visit the site prior to submittal of bids.

## 5.2 Scope of Services

### **CLEANING MAIN WET WELL AT 1851 GALLEON STREET**

North Bay Village is requesting proposals from qualified vendors/contractors to clean the main Wet Well located at 1851 Galleon Street, North Bay Village, Florida, as follows:

- Remove approximately 2 feet of floating accumulated materials from the wet well.
- Remove accumulated materials from around the wet well platform area.
- Dispose of waste materials at appropriate permitted disposal site.
- The work shall be performed in accordance with confined space safety procedures and OSHA requirements.
- Provide to the village copies of all disposal tickets

The bid price shall include all equipment, labor, materials and applicable fees for cleaning and proper disposal of waste materials. Bidders are encouraged to visit the site prior to submittal of bids.

## SECTION 6- EVALUATION PROCEDURES

### 6.1 Selection Committee

Proposals submitted will be evaluated by a Selection Committee.

The following criteria will be used to evaluate proposal responses and to make a recommendation to the Village Commission.

1. Mandatory elements

- a) The vendor contractor is independent and licensed to practice in the State of Florida.
- b) The vendor/contractor has no conflict of interest with regard to any other work performed by the vendor/contractor for North Bay Village.
- d) The vendor/contractor has a record of quality work.
- e) The vendor/contractor adheres to the instructions in this RFP for preparation and submission of the proposal.

2. Pre-Requisite Qualifications

Proposers submitting a Proposal in response to this RFP must, at a minimum, meet the following Pre-Requisite Qualifications. All requested documentation and/or information must be provided in the Proposal to confirm that the Firm has satisfied all of the Pre-Requisite Qualifications. **Vendor/Contractors that do not meet the following qualifications shall be deemed non-responsive.**

Vendor/contractor shall be in good standing with all regulatory departments of the State of Florida.

Vendor/contractor shall have at least one operating office located within Florida

3. Evaluation Criteria:

- a) Expertise and Experience (Maximum Points - 40)  
(i.e. the firm's past experience and performance on similar projects of comparable size and complexity.)
- b) Responses of references (Maximum Points - 20)
- c) Cost (Maximum Points - 40)



Evaluation of proposals will be conducted by an evaluation committee of qualified Village Staff, or other persons selected by the Village Manager. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a number one proposer. In the event the committee cannot identify a number one proposer, it may give further consideration to all responsive proposals received. Proposers may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. Information and references submitted will be considered in the award. The committee will then make a recommendation to the Village Manager for final recommendation to the Village Commission for award.

The Village may require additional information and Proposers agree to furnish such information.

The Village reserves the right to award the contract to that Proposer who will best serve the interest of the Village. The Village reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The Village also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

## SECTION 7 - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This format will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

Proposals must be submitted in a sealed package with the RFP number, due and open dates, and RFP title (NBV RFP 2017-004) clearly marked on the outside. If more than one package is submitted, they should be marked 1 of 2, etc.

Proposals will be received by mail or hand-delivered to the Village Clerk's Office, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141 on or prior to April 3, 2017 no later than 3:00 pm. The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**PROPOSERS MUST SUBMIT AN IDENTIFIED UNBOUND ORIGINAL DOCUMENT PLUS SIX (6) BOUND COPIES AND ONE (1) CD ROM OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS. THE ABOVE REQUIREMENT TOTALS EIGHT (8) COPIES OF YOUR PROPOSAL.**

## SECTION 8 – TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Proposal Signature Page

Tab 2: Ability to Meet the Project Schedule

Include a proposed schedule that shows how the Contractor would provide services within the time frame required.

Tab 3: State number of years' experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences. If your company has not provided similar services in the past, explain fully why you consider your company qualified to perform this service for North Bay Village.

Tab 4: Proposer to provide a minimum of three (3) references for which similar services have been used in this area. If additional space is required, include as an appendix to RFP 2017-004 response. If additional references are provided, please attach this information as an appendix to your RFP response.

Description of services rendered:

During the month(s)/year(s):

Name of Governmental Agency (Village or county):

Principal Contact Person:

Telephone Number:

Fax Number:

Email Address:

If you have ever failed to complete work awarded to you, explain where and why.

Tab 5: List any North Bay Village or other governmental agency with which the proposer has had contracts or agreements during the past three (3) years.

Tab 6: Provide a summary of any litigation filed against Proposer, principals, or individuals employed by the Proposal in the past three (3) years which is related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

Tab 7: Proposer please quote your company's rates for providing additional services

Tab 8: Attach copies of all Insurance Certificates for our review.

Tab 9: Any additional information. The proposer understands that the information contained in these Proposal Pages is to be relied upon by the Village in awarding the proposed Contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the Village.

**COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.**

## SECTION 9 – CONE OF SILENCE

### 9.1 Cone of Silence

You are hereby advised that this Request for Proposal No. NBV RFP 2017-004 is subject to the "Cone of Silence" in accordance with Section 38.18 of the North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

#### **§ 38.18 - Cone of Silence.**

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

a. any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

b. any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

c. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;

d. any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;

e. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and

f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- a. communications with the Village Attorney and his or her staff;
- b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- c. any emergency procurement of goods or services;
- d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.

The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

(B) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.

## SECTION 10 – QUALIFICATION FORMS

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

**(This space intentionally left blank)**



**FORM 1  
PROPOSAL PRICING SHEET**

Provide a proposal containing a total price to perform the project and services as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

**CLEANING MAIN WET WELL AT  
1851 GALLEON STREET**

The price below represents the full cost to North Bay Village for cleaning the Main Wet Well at 1851 Galleon Street detailed in the NBV RFP 2017-004. Any additional price quotes shall be submitted on a separate page and marked as an alternate quote for additional services or products.

<b>TOTAL COST</b>	\$
-------------------	----

**Taxpayer** \_\_\_\_\_ **Identification** \_\_\_\_\_ **Number:** \_\_\_\_\_

**BIDDER:**

\_\_\_\_\_  
(Company Name)

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

\_\_\_\_\_  
(Printed Name and Title)

**FORM 2**  
**PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer):

\_\_\_\_\_

Principal Business Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Principal Contact Person(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

\_\_\_\_\_  
\_\_\_\_\_

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

If a corporation, in what state incorporated: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_  
Month Day Year

If a Joint Venture or Partnership, date of agreement: \_\_\_\_\_

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
1. _____	_____	_____
2. _____	_____	_____

6. Outline specific areas of responsibility for each firm listed in Question 5.

1.

2.

7. Licenses:

a. County or Municipal Occupational License No.

\_\_\_\_\_  
(Attach Copy)

b. Business Tax Receipt Classification:

c. Business Tax Receipt Expiration Date:

d. Federal I.D. No:

**FORM 3  
PERSONNEL**

The Village requires that the proposer include the resumes of the principle of the company and any manager or superintendent that will be providing services under the specification of NBV 2017-004. Resumes should be provided in the following format, however, additional information may be provided at the option of the Proposer.

---

- A. Name & Title
- B. Years of Experience with this company:  
With Other Similar companies:
- C. Education:  
  
Degree(s)  
  
Year/Specialization
- D. Professional References: (List a minimum of 3)
- E. Other Relevant Experience and Qualifications
- F. Attach applicable licenses for each individual performing services pursuant to this Contract.

**FORM 4  
REFERENCES**

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_
2. Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_
3. Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_

**FORM 5**  
**DRUG-FREE WORKPLACE**

The undersigned vendor/contractor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:  
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 6  
ACKNOWLEDGMENT OF ADDENDA**

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)



**FORM 7  
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
  
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.  
  
(b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day  
and year written above

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take  
acknowledgments, personally appeared \_\_\_\_\_ as  
\_\_\_\_\_, of \_\_\_\_\_,  
an organization authorized to do business in the State of Florida, and acknowledged  
executing the foregoing Affidavit as the proper official of \_\_\_\_\_ for  
the use and purposes mentioned in the Affidavit and affixed the official seal of the  
corporation, and that the instrument is the act and deed of that corporation. He/She is  
personally known to me or has produced \_\_\_\_\_ as  
identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and  
County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 8**  
**CERTIFICATION TO ACCURACY OF PROPOSAL**

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day  
and year written above

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take  
acknowledgments, personally appeared \_\_\_\_\_ as  
\_\_\_\_\_, of \_\_\_\_\_,  
an organization authorized to do business in the State of Florida, and acknowledged  
executing the foregoing Form as the proper official of \_\_\_\_\_ for the  
use and purposes mentioned in the Form and affixed the official seal of the corporation, and  
that the instrument is the act and deed of that corporation. He/She is personally known to me  
or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and  
County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 9**  
**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the NORTH BAY VILLAGE by:

\_\_\_\_\_ [print individual's name and title]

for \_\_\_\_\_

[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

\_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

1. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

[Acknowledgment on following page.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature (Blue ink only)

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public; print, stamp or type as commissioned.

- \_\_\_\_\_ Personally known to me, or
- \_\_\_\_\_ Personal identification:  
\_\_\_\_\_  
(Type of Identification Produced)
- \_\_\_\_\_ Did take an oath, or
- \_\_\_\_\_ Did Not take an oath

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXPENDITURE OF \$5,200.00 TO THE MIAMI BEACH CHAMBER OF COMMERCE FOR 2017 MEMBERSHIP DUES; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, the Village Commission approved Resolution No. 2016-41 on June 14, 2016, by a vote of 5-0, for membership to the Miami Beach Chamber of Commerce, and;

**WHEREAS**, the Village Commission approved an appropriation in the amount of \$5,350.00 in the FY 2016-17 Budget, and;

**WHEREAS**, the Village Manager has the authority to make said payment without further authority of the Village Commission pursuant to Section 35.20 of the North Bay Village Code entitled Expenditures to be made in accordance with budget which reads, "Except where formal contacting, bidding, or other procedures are required by law as a condition precedent to the expenditure funds, the Village Manager is authorized to expend Village funds in accordance with the Village's annual adopted budget as it may exist from time to time, including mid-year adjustments, without further action of the Village Commission", and;

**WHEREAS**, Organizational Memberships once approved by the Commission remain active from budget year to budget year, unless the Commission takes action otherwise and;

**WHEREAS**, the Village Manager has issued and signed-off on Check No. 4583 in the amount of \$5,200.00 for the Chamber's Membership Dues for 2017, under the authority granted in the Village Code, and;

**WHEREAS**, Mayor Connie Leon-Kreps is of the opinion that this item needs to come back to the Commission for approval and is being placed before the Commission for action per her request.

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

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

**Section 2.** The North Bay Village Commission hereby re-affirms the authority of the Village Manager to make the payment to the Miami Beach Chamber of Commerce of Membership Dues in the amount of \$5,200.00 for the year 2017.



**Section 3.** This Resolution takes effect immediately upon adoption.

The foregoing Resolution was offered by \_\_\_\_\_, who moved for its adoption. This motion was seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

**FINAL VOTE ADOPTION:**

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

**PASSED AND ADOPTED** this \_\_\_\_ day of June 2017.

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

**ATTEST:**

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

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

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

North Bay Village Resolution: Miami Beach Chamber of Commerce Membership- 2017



**North Bay Village**

Administrative Offices

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

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

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

**MEMORANDUM**

**North Bay Village**

**DATE:** June 19, 2017

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

**FROM:** Frank K. Rollason  
Village Manager

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXPENDITURE OF \$5,200.00 TO THE MIAMI BEACH CHAMBER OF COMMERCE FOR 2017 MEMBERSHIP DUES; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson

## Frank Rollason

---

**From:** Frank Rollason  
**Sent:** Tuesday, May 16, 2017 7:05 AM  
**To:** Connie Leon-Kreps; Yvonne Hamilton; Jenorgen Guillen  
**Cc:** Jenice Rosado; Evelyn Herbello (EHerbello@nbvillage.com); 'Bert Wrains (bwrains@nbvillage.com) (bwrains@nbvillage.com)'  
**Subject:** RE: MBCCC contract

I took the check from your desk yesterday when it was not signed-off and prepared a resolution for the June 13<sup>th</sup> Commission meeting sponsored by you for action by the Commission.

Frank Rollason, Village Manager  
North Bay Village  
1666 Kennedy Causeway, Ste 300  
Tel: 305-756-7171 Ext 21  
Fax: 305-756-7722  
Mobile: 305-299-7300  
[frollason@nbvillage.com](mailto:frollason@nbvillage.com)  
[www.nbvillage.com](http://www.nbvillage.com)

---

**From:** Connie Leon-Kreps  
**Sent:** Monday, May 15, 2017 9:36 PM  
**To:** Frank Rollason; Yvonne Hamilton; Jenorgen Guillen  
**Cc:** Connie Leon-Kreps  
**Subject:** RE: MBCCC contract

Miami Beach Chamber of Commerce

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**From:** Connie Leon-Kreps  
**Sent:** Monday, May 15, 2017 9:31 PM  
**To:** Frank Rollason; Yvonne Hamilton; Jenorgen Guillen  
**Cc:** Connie Leon-Kreps  
**Subject:** MCCC contract

Frank  
The check was on my desk and now is gone.

Please put this item on the agenda for June.

We have a new commission and the new members need to be given the opportunity to review and be appraised.  
Thank you



Connie Leon Kreps  
Mayor  
North Bay Village  
1666 Kennedy Causeway



## 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)

To: Connie Leon-Kreps, Mayor  
CC: Frank Rollason, Village Manager  
Yvonne Hamilton, Village Clerk  
From: Bert Wrains, Finance Director

May 9, 2017

Mayor, attached is the back up for the payment to the Miami Beach Chamber of Commerce as you requested.

The Village Commission approved the original membership in the Miami Beach Chamber at their June 14, 2016 meeting. The Chamber invoices the annual dues from the month the Village joined. Invoice 16064 dated June 20, 2016 was for the 12 months thru May 31, 2017. The current approved FY 2017 budget contains the funds for the Village's membership from June 1, 2017 thru May 31, 2018.

The Village Code section 35.20 (attached) authorizes the Village Manger to make this budgeted expenditure without further action by the Village Commission.

I spoke to the Village Manager and if you want to sponsor an agenda item for this expenditure please let the Village Clerk or him know. It can be placed on the June 13, 2017 Commission agenda,

Please let me know if you need any additional information.

**RESOLUTION NO. 2016-41**

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE TO JOIN THE MIAMI BEACH CHAMBER OF COMMERCE; AUTHORIZING THE VILLAGE MANAGER TO COMPLETE THE REQUIRED APPLICATION; NAMING A REPRESENTATIVE TO THE BOARD OF GOVERNORS; AUTHORIZING EXPENDITURE OF FUNDS FOR THE MEMBERSHIP FEE FROM THE GENERAL FUND UNASSIGNED FUND BALANCE; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER EDDIE LIM)**

**WHEREAS**, the Village desires to join the Miami Beach Chamber of Commerce at the Pillar membership level for an annual membership fee of \$5,200; and

**WHEREAS**, Pillar membership will be afforded to all five (5) members of the Commission; and

**WHEREAS**, the Miami Beach Chamber of Commerce is responsible for building partnership among municipalities and other organizations to establish the healthcare program in Treasure Island Elementary School; and

**WHEREAS**, the actual value that the Miami Beach Chamber of Commerce have been able to deliver to the children of Treasure Island Elementary School exceeds \$100,000 per year; and

**WHEREAS**, the Miami Beach Chamber of Commerce offers over 250 opportunities per year for its members to meet with other business officials and help foster business relationships; and

**WHEREAS**, the Village Commission finds that joining the Miami Beach Chamber of Commerce is in the best interest and general welfare of the community.

**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. Miami Beach Chamber of Commerce Membership:** The Village Manager is authorized to submit an application to the Miami Beach Chamber of Commerce for the Pillar level membership effective June 1, 2016.

**Section 3. Authorization of Expenditure:** The Village Manager is authorized to transfer \$5,200 from the General Fund Unassigned Fund Balance to the expense line item: 001.11.011.5405-Dues and Memberships for the Miami Beach Chamber of Commerce annual membership fee.


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

The motion to adopt the foregoing Resolution was offered by Vice Mayor Jorge Gonzalez, seconded by Commissioner Andreana Jackson.

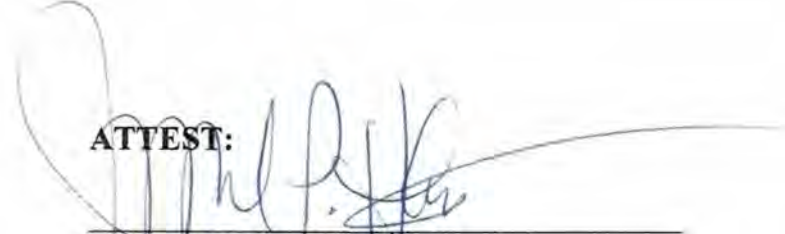
**FINAL VOTE ADOPTION:**

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

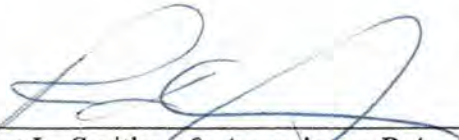
**PASSED AND ADOPTED** this 14<sup>th</sup> day of June 2016.

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

**ATTEST:**

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

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



---

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

North Bay Village Resolution: Miami Beach Chamber of Commerce Membership.

## Frank Rollason

---

**From:** Bert Wrains  
**Sent:** Monday, May 01, 2017 10:45 AM  
**To:** Frank Rollason  
**Cc:** Sandra Zamacona  
**Subject:** Manager Authority to expend budgeted funds.

Frank,

In the Village code the payment to Miami Beach Chamber of Commerce would be a sole source and would not have to go out to bid.

Here is the code language.

### **§ 35.20 - Expenditures to be made in accordance with budget.**

Except where formal contracting, bidding, or other procedures are required by law as a condition precedent to the expenditures of funds, the Village Manager is authorized to expend Village funds in accordance with the Village's annual adopted budget as it may exist from time to time, including all mid-year adjustments, without further action of the Village Commission.

(Ord. 84-14, passed 10-23-84)

**Bert Wrains**, CGFO  
Finance Director  
North Bay Village, Fl. 33141  
Office 305-756-7171  
Cell 954-610-7979  
[bwains@nbvillage.com](mailto:bwains@nbvillage.com)



## FY 2017 DEPARTMENTAL BUDGET WORKSHEETS

### Village Commision

Type	Description	Qty	Cost	Extended Amount	Comment
001.11.511.1100	<b>Commission Salaries</b>				
	REGULAR SALARY	1	7,800	7,800	MAYOR
	REGULAR SALARY	1	6,300	6,300	VICE MAYOR
	REGULAR SALARY	1	6,300	6,300	COMMISSIONER
	REGULAR SALARY	1	6,300	6,300	COMMISSIONER
	REGULAR SALARY	1	6,300	6,300	COMMISSIONER
				<b>33,000</b>	
001.11.511.2100	<b>Fica</b>				
	FICA	1	597	597	MAYOR
	FICA	1	482	482	VICE MAYOR
	FICA	1	482	482	COMMISSIONER
	FICA	1	482	482	COMMISSIONER
	FICA	1	482	482	COMMISSIONER
				<b>2,625</b>	
001.11.511.2400	<b>Workers Compensation</b>				
	WORKERS COMP	1	20	20	MAYOR
	WORKERS COMP	4	16	63	COMMISSIONERS W/COMP
				<b>83</b>	
001.11.511.5260	<b>Cost Allocation</b>	12	-	-	COST ALLOCATION-FY 2017 ALLOCATE PER FUND-NOT BY INDIVIDUAL DEPARTMENT
001.11.511.5340	<b>Travel, Conferences &amp; Meetings</b>				
	CONF REGIS/TRAVEL/MTGS	1	16,000	16,000	FL LEAGUE OF CITIES/BOD CONF/ETC. \$4,000 Mayor / \$3,000 per Commissioner
		2	650	1,300	VETERAN'S PARADE EVENT
				<b>17,300</b>	
001.11.511.5360	<b>Telephone</b>				
	CELL PHONE/DATA/IPAD- SERVICE	12	90	1,080	MAYOR
	CELL PHONE/DATA/IPAD- SERVICE	12	90	1,080	VICE MAYOR
	CELL PHONE/DATA/IPAD- SERVICE	12	90	1,080	COMMISSIONER
	CELL PHONE/DATA/IPAD- SERVICE	12	90	1,080	COMMISSIONER
	CELL PHONE/DATA/IPAD- SERVICE	12	90	1,080	COMMISSIONER
				<b>5,400</b>	
001.11.511.5405	<b>Dues, Subscriptions &amp; Memberships</b>				
		1	885	885	FL LEAGUE OF CITIES-INCLUDES MAGAZINE
		1	100	100	NALEO
		1	350	350	FL LEAGUE OF MAYORS
		1	290	290	SISTER CITIES INTERNATIONAL
		1	5,350	5,350	MIAMI BEACH CHAMBER OF COMMERCE
		1	300	300	MIAMI SHORES CHAMBER OF COMMERCE
		1	500	500	DIRECTORY AD-OPTIMIST CLUB
				<b>7,775</b>	
	<b>TOTAL</b>			<b>66,082</b>	



**Miami Beach Chamber of Commerce**  
 1920 Meridian Ave  
 Miami Beach, FL 33139  
 305.674.1300 | fax: 305.538.4336  
 info@miamibeachchamber.com

# Invoice

Invoice Date: 4/24/17  
 Invoice Number: 17395

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

Description	Quantity	Terms	Due Date
		Due Upon Receipt	6/1/17
		Rate	Amount
Chamber Board Commitment	1	\$3,100.00	\$3,100.00
Annual Board of Governors Membership	1	\$2,100.00	\$2,100.00
Subtotal:			\$5,200.00
Tax:			\$0.00
Total:			\$5,200.00
Payment/Credit Applied:			\$0.00
Balance:			\$5,200.00

Thank you for your support of the **Miami Beach Chamber of Commerce**

Please return this portion with your payment.

Member Name: North Bay Village

Invoice #: 17395

Payment Amount: \$ \_\_\_\_\_

Payment Method:  Check # \_\_\_\_\_  Credit Card

Make all checks payable to **Miami Beach Chamber of Commerce** or enter credit card information below.

Enter Credit Card Billing Address (inc. zip code)

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV Code (3 or 4 digits on back of card) \_\_\_\_\_

Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

*APPROVED FOR PAYMENT  
4/27/17*

Vendor No.: MBCHOC - MIAMI BEACH CHAMBER OF COMMERCE

Check Date: 04/28/2017

4583

DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
4/24/2017	17395		ANNUAL BOARD OF GOVERNORS MEMBERSHIP	2,100.00
4/24/2017	17395		CHAMBER BOARD COMMITMENT	3,100.00

Frank  
 if this is for  
 2017 - 2018  
 it needs to be  
 approved by the  
 Commission  
 New Budget  
 2017 - 2018

IS This for  
 2017 - 2018 ?  
 Last year a payment  
 was made, no?  
 Then it has to be  
 reapproved &  
 reviewed new Budget  
 year.!

5/1/17 MAYOR,  
 THIS EXPENDITURE  
 ALREADY IN FY '17  
 BUDGET (SEE ATTACHED)  
 DOES NOT NEED COMMISSION  
 APPROVAL. MAYOR'S  
 AUTHORITY PER CODE  
 ATTACHED FRANK

Please provide  
 check paid for  
 2016 - 2017

PLEASE DI

AL

5,200.00

WLCK8511BP DATA FLOW 806-371-7310 FAX 806-371-0720

PRINTED IN U.S.A.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

SABADELL UNITED BANK

63-964  
670

**NORTH BAY VILLAGE**  
 1666 KENNEDY CAUSEWAY, SUITE 300  
 NORTH BAY VILLAGE, FLORIDA 33141

4583  
4583

PAY ---Five Thousand Two Hundred Dollars and 00/100 Cents---

5/15/17  
 BEATRIZ - PLEASE  
 HOLD UNTIL  
 COMMISSION ACTION  
 ON 6/13/17  
FRANK

NET AMOUNT  
\$5,200.00

0 AFTER 90 DAYS

TO THE ORDER OF  
 MIAMI BEACH CHAMBER OF COMMERCE  
 1920 MERIDIAN AVENUE, 3RD FLOOR  
 MIAMI BEACH, FL 33139

  
 AUTHORIZED SIGNATURE

THIS DOCUMENT HAS A TRUE WATERMARK IN THE PAPER • HOLD TO LIGHT TO VIEW.

⑈004583⑈ ⑆067009646⑆ 7050013406⑈

## Frank Rollason

---

**From:** Rafael <finance@miamibeachchamber.com>  
**Sent:** Monday, June 20, 2016 5:52 PM  
**To:** Frank Rollason  
**Cc:** jerry@miamibeachchamber.com  
**Subject:** Annual Membership and Board of Governors Invoice from Miami Beach Chamber of Commerce  
**Attachments:** 16064.pdf



Dear Frank:

I want to thank you in advance for your continued support to the Miami Beach Chamber of Commerce as a member of the Board of Governors. Attached, please find your 2016-2017 Annual Membership and Board of Governor's Commitment invoice.

Thank you in advance for your prompt payment. If you have any questions or concerns, please call me directly at (305) 695-6828.

Best regards,

***Rafael Ayala***

**Finance Department**

**Miami Beach Chamber of Commerce**

The Halegua Family Building

1920 Meridian Avenue, Miami Beach, FL 33139

PH 305.674.1300 |

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

***"Experience the Power of Membership"***

To view/pay bills online, please [click here](#)

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This email was sent on behalf of Miami Beach Chamber of Commerce by ChamberMaster, 24400 Smiley RD Ste. 4, Nisswa, MN 56468. To unsubscribe [click here](#). If you have questions or comments concerning this email or ChamberMaster services in general, please contact us by email at [support@chambermaster.com](mailto:support@chambermaster.com).

ChamberMaster is a registered trademark of MicroNet Incorporated.



**Miami Beach Chamber of Commerce**  
 1920 Meridian Ave  
 Miami Beach, FL 33139  
 305.674.1300 | fax: 305.538.4336  
 info@miamibeachchamber.com

# Invoice

Invoice Date: 6/20/16  
 Invoice Number: 16064

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

Terms	Due Date
Due Upon Receipt	6/20/16

Description	Quantity	Rate	Amount
Annual Board of Governors Membership	1	\$2,100.00	\$2,100.00
Chamber Board Commitment	1	\$3,100.00	\$3,100.00
Subtotal:			\$5,200.00
Tax:			\$0.00
Total:			\$5,200.00
Payment/Credit Applied:			\$0.00
Balance:			\$5,200.00

Thank you for your support of the **Miami Beach Chamber of Commerce**

Please return this portion with your payment.

Member Name: North Bay Village

Invoice #: 16064

Payment Amount: \$ \_\_\_\_\_

Payment Method:  Check # \_\_\_\_\_  Credit Card

Make all checks payable to **Miami Beach Chamber of Commerce** or enter credit card information below.

Enter Credit Card Billing Address (inc. zip code)

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV Code (3 or 4 digits on back of card) \_\_\_\_\_

Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

pd ck # 2752  
6/24/16



Miami Beach Chamber of Commerce  
1920 Meridian Ave  
Miami Beach, FL 33139  
305.674.1300 | fax: 305.538.4336  
info@miamibeachchamber.com

# Invoice

Invoice Date: 6/20/16  
Invoice Number: 16064

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

Terms	Due Date
Due Upon Receipt	6/20/16

Description	Quantity	Rate	Amount
Annual Board of Governors Membership	1	\$2,100.00	\$2,100.00
Chamber Board Commitment	1	\$3,100.00	\$3,100.00
Subtotal:			\$5,200.00
Tax:			\$0.00
Total:			\$5,200.00
Payment/Credit Applied:			\$0.00
Balance:			\$5,200.00

APPROVED FOR PAYMENT  
*[Signature]*  
6/20/16  
VILLAGE FINANCIAL

Thank you for your support of the Miami Beach Chamber of Commerce

Please return this portion with your payment.

Member Name: North Bay Village  
Payment Amount: \$ \_\_\_\_\_

Invoice #: 16064

Payment Method:  Check # \_\_\_\_\_  Credit Card  
Make all checks payable to Miami Beach Chamber of Commerce or enter credit card information below.

Enter Credit Card Billing Address (inc. zip code)  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV Code (3 or 4 digits on back of card) \_\_\_\_\_  
Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

Vendor No.: MBCHOC - MIAMI BEACH CHAMBER OF COMMERCE

Check Date: 06/24/2016

2752

DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
6/20/2016	16064		ANNUAL BRD OF GOVERNORS,CHAMBER BOARD COMMITMENT	5,200.00

CHECK TOTAL 5,200.00

2752

06/24/2016

\$5,200.00

—Five Thousand Two Hundred Dollars and 00/100 Cents—

MIAMI BEACH CHAMBER OF COMMERCE  
1920 MERIDIAN AVENUE, 3RD FLOOR  
MIAMI BEACH, FL 33139



# NORTH BAY VILLAGE POLICE



## RECOMMENDATION MEMORANDUM

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

Phone: 305.758.2626  
www.NBVillage.com

Carlos E. Noriega  
Chief of Police

**DATE:** June 27, 2017  
**TO:** Mayor Connie Leon Kreps  
Vice Mayor Eddie Lim  
Commissioner Jose R. Alvarez  
Commissioner Dr. Douglas N. Hornsby  
Commissioner Andrea Jackson

10G

**RECOMMENDED BY:** Frank Rollason, Village Manager 

**PRESENTED BY STAFF:** Carlos Noriega, Police Chief 

**SUBJECT:** June Commission Agenda - Request to Acquire 12 Marked Police Vehicles.

### RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution to acquire 12 specially outfitted, marked, police vehicles from Enterprise Fleet Management, under the Sole Source Provision pursuant to Section 36.(H) of the Village Code and authorize the Village Manager to execute the related agreement.

### BACKGROUND:

The North Bay Village Police Department has an aging fleet of vehicles that are past due their replacement date. Acquisition of 12 new police vehicles will greatly improve the operational readiness of the Police Department. This acquisition is part of a multi-tiered process to update the infrastructure, realize operational cost efficiencies, and enhance the response capabilities of the North Bay Village Police Department. This is an officer safety issue that will also improve the delivery of services to the community, and enhance public safety.

### BUDGETARY IMPACT:

The vehicles will be acquired via a lease agreement with Enterprise (copy attached), with an anticipated monthly charge of \$9,372 (\$781 per vehicle) or \$112,464 per year, and require a Capital Cost Reduction Investment of \$74,638 (in year one only). Leasing will greatly ease the extensive capital investment normally required to purchase a fleet of specialty police vehicles and make the costs much more manageable (estimated costs to purchase the vehicles in FY18 is \$510,547). The monthly costs include a full bumper to bumper factory warranty. The costs of this acquisition and related expenses will be budgeted in the annual General Fund Budget.

Executing this acquisition now, in FY 2017 (due to build, prep and delivery time, no funds will be expended until FY 2018), will allow the Village to realize a savings of \$20,736 in costs over the 4 years term of the lease by pre-empting the NOTICE OF CHANGE OF MODEL YEAR FOR ORDERING and the four percent (4%) increase in pricing.

### PERSONNEL IMPACT:

None.

### CONTACT:

Carlos Noriega, Chief of Police





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

**MEMORANDUM**  
**North Bay Village**

**DATE:** June 13, 2017  
**TO:** Yvonne P. Hamilton, CMC  
Village Clerk  
**FROM:** Frank K. Rollason  
Village Manager  
**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND ENTERPRISE FLEET MANAGEMENT FOR THE LEASE OF 12 MARKED POLICE VEHICLES; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE FOR THIS AGREEMENT; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND ENTERPRISE FLEET MANAGEMENT FOR THE LEASE OF 12 MARKED POLICE VEHICLES; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE FOR THIS AGREEMENT; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

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

**WHEREAS**, the Village Police Department has an aging fleet of vehicles that are past due their replacement date; and

**WHEREAS**, the fleet of vehicles is inefficient and costly due to age, wear and tear, and excessively high mileage; and

**WHEREAS**, acquisition of a modern Police Vehicle Fleet will greatly improve the operational readiness of the Police Department, especially in the delivery of services to the community; and

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

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

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

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

**WHEREAS**, executing the proposed lease with Enterprise Fleet Management now, in FY 2017, will allow the Village to realize a savings of \$20,736 in costs over the 4 years term of the lease by pre-empting the Notice Of Change Of Model Year For Ordering and the four percent (4%) increase in pricing; and

WHEREAS, the proposed lease with Enterprise Fleet Management will provide the vehicles for a four-year period beginning in October 2017. Funding for the vehicles will be appropriated in the FY 2018 Budget, Account No. 001-21-521-4410, Vehicle Lease.

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

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

**Section 2. Approval of Agreement.** The Agreement between the Village and Enterprise Fleet Management for the lease and maintenance of 12, 2017 Ford, Utility Police Interceptor vehicles at a cost of \$781 per month, and a Capitalized Price Reduction of \$6,220 each, beginning in October 2017, in substantially the form attached as Exhibit "I," together with such changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved, under the sole source provision, pursuant to Section 36.25(H) of the Village Code.

**Section 3. Execution of Agreement.** The Village Manager is authorized to execute the Agreement with Enterprise Fleet Management on behalf of the Village, for the lease of 12, 2017 Ford, Utility Police Interceptor vehicles.

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

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

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Vice Mayor Eddie Lim \_\_\_\_\_  
Commissioner Jose R. Alvarez \_\_\_\_\_  
Commissioner Dr. Douglas N. Hornsby \_\_\_\_\_  
Commissioner Andrea Jackson \_\_\_\_\_

North Bay Village Resolution: Lease of 12 Police Vehicles.



# Open-End (Equity) Lease Rate Quote

Quote No: 3550968

Prepared For: North Bay Village  
Rammo, Ray

Date 06/13/2017  
AE/AM DWX/DP6

**Unit #**

Year 2017 Make Ford Model Utility Police Interceptor

Series Base All-wheel Drive

Vehicle Order Type Ordered Term 48 State FL Customer# 235126

\$ 40,572.65	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax 0.0000% State FL
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 350.00	Other: (See Page 2)
\$ 6,219.83 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive( Taxable Incentive Total : \$0.00 )

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

**Order Information**

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

\$ 34,702.82	Total Capitalized Amount (Delivered Price)
\$ 659.35	Depreciation Reserve @ 1.9000%
\$ 121.29	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>

**\$ 780.64 Total Monthly Rental Excluding Additional Services**

**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

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

Comp/Coll Deductible 0 / 0

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

OverMileage Charge \$ 0.0000 Per Mile

# Tires 0 Loaner Vehicle Not Included

**\$ 0.00 Additional Services SubTotal**

\$ 0.00	Sales Tax 7.0000%
---------	-------------------

State FL

**\$ 780.64 Total Monthly Rental Including Additional Services**

\$ 3,054.02	Reduced Book Value at 48 Months
-------------	---------------------------------

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

Quote based on estimated annual mileage of 15,000  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)

Notes

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

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

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE North Bay Village

BY \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

\* INDICATES ITEMS TO BE BILLED ON DELIVERY

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

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

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



# Open-End (Equity) Lease Rate Quote

Quote No: 3550968

## Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Signage	C	\$ 750.00
PIUT Blueprint - Quote # 210329-b	C	\$ 12,439.65
<b>Total Aftermarket Equipment Billed</b>		\$ 0.00
<b>Total Aftermarket Equipment Capitalized</b>		\$ 13,189.65
<b>Aftermarket Equipment Total</b>		\$ 13,189.65

## Other Totals

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



# Open-End (Equity) Lease Rate Quote

Quote No: 3550968

**VEHICLE INFORMATION:**

2017 Ford Utility Police Interceptor Base All-wheel Drive - US

Series ID: K8A

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$ 30,875.00	\$ 31,995.00
Total Options	\$ -69.00	\$ 1,420.00
Destination Charge	\$ 945.00	\$ 945.00
<b>Total Price</b>	<b>\$ 31,751.00</b>	<b>\$ 34,360.00</b>

**SELECTED COLOR:**

Exterior: G1 - (0 P) Shadow Black

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

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
113WB	113" Wheelbase	STD	STD
17T	Red/White Dome Lamp in Cargo Area	\$ 49.00	\$ 50.00
44C	Transmission: 6-Speed Automatic	Included	Included
500A	Order Code 500A	NC	NC
51T	Driver Only LED Spot Lamp (Whelen)	\$ 399.00	\$ 420.00
53M	SYNC Basic (Voice-Activated Communications System)	\$ 280.00	\$ 295.00
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	Included
593	Perimeter Anti-Theft Alarm	\$ 114.00	\$ 120.00
595	Remote Keyless Entry Key Fob w/o Key Pad	\$ 248.00	\$ 260.00
76R	Reverse Sensing	\$ 261.00	\$ 275.00
99R	Engine: 3.7L V6 Ti-VCT FFV	Included	Included
9W_01	(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	NC	NC
G1_02	(0 P) Shadow Black	NC	NC
LA	Local Adv	\$ -400.00	\$ 0.00
PAINT	Monotone Paint Application	STD	STD
PNTTBL01	Paint Table : Primary	\$ 0.00	\$ 0.00
PP1	Price Protection	\$ -1,020.00	\$ 0.00
STDAX	3.65 Axle Ratio	Included	Included
STDGV	GVWR: 6,300 lbs	Included	Included
STDRD	Radio: MyFord AM/FM/CD/MP3 Capable	Included	Included
STDTR	Tires: P245/55R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included

## CONFIGURED FEATURES:

### Body Exterior Features:

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

### Convenience Features:

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

### Entertainment Features:

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

### Lighting, Visibility and Instrumentation Features:

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

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

Safety And Security:

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

Seats And Trim:

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

Standard Engine:

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

Standard Transmission:



Transmission 6-speed automatic w/ OD



## Staff Report Permit Application for Dock

*Prepared for:* North Bay Village Commission  
*Applicant:* Holger Piening & Andrea Franke  
*Site Address:* 1700 South Treasure Drive  
*Request:* Permit for a dock, with a waiver to extend more than 25 feet from the bulkhead line, and a boat lift.



Serving Florida Local Governments Since 1988

### General Information

Owner	Holger Piening & Andrea Franke
Applicant Address	c/o Nicole Huesmann, D.A. Alhambra Circle, Suite 1200 Coral Gables, Fl. 33134
Site Address	1700 S Treasure Drive
Contact Person	Nicole Huesmann
Contact Phone Number	305-858-0220
E-mail Address	<a href="mailto:nihuesmann@nihlaw.com">nihuesmann@nihlaw.com</a>
Zoning District	RS-2
Use of Property	Single Family Home

### General Description

The applicant is requesting a permit to construct a new dock at a residence in the RS-2 zoning district. The proposed dock will extend 47 feet from the existing seawall into Biscayne Bay and will include a 24,000-pound capacity boat lift. This item was deferred in September 2016 because interested parties to the request could not attend.

### Applicable Code Provisions

The construction or alteration of docks, piers, etc is governed by Section 150.11 and specifically subsections (A) and (F).

Section 150.11 reads as follows:

- (A) *No person, firm, or corporation shall construct, reconstruct, or repair any docks, piers, dolphins, wharfs, pilings, similar structures of any kind more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village. Provided however, if construction of a docking facility is prevented by the requirement of federal, state or preemptive local environmental laws, rules and regulations (laws) whereby in order to obtain a permit for construction of a docking facility, it is necessary to exceed the same more than 25 feet perpendicular from the seawall or shoreline, the docking facility may be constructed such distance from the seawall or shoreline as may be required in order to comply with such laws by obtaining a waiver from the Village Commission in accordance with subsection (G), provided further, however the furthestmost distance seaward from the seawall or shoreline shall not exceed 75 feet including all dolphins or pilings installed beyond the seaward most line of the dock or pier but not including required rip-rap.*



- (B) *Plans and specifications for construction, reconstruction, or repair of docks, piers, dolphins, wharfs, pilings, or similar structures shall comply with all provisions of the Village Code, shall be approved by the Village Manager, and shall be kept permanently in the records of the Village. Repair or reconstruction may be made in accordance with the original plans.*
- (C) *No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the Village unless the structure is set back at least 7½ feet from the lot line on each side; and the structure shall not exceed five feet above ground level, except a joint or "party" dock may be permitted on the property line if approved by the Village Commission.*
- (D) *No person, firm, or corporation shall build, maintain, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure in, upon, or over the waters adjacent to Harbor Island, Treasurer Island, North Bay Island, and Cameo Island within the corporate limits of the Village, or do any filling, excavating, or dredging in the waters without first obtaining a written permit to do so from the Village Manager.*
- (E) *Application for any permit or the transfer of any permit required by this section shall be made to the Village Manager in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.*
- (F) *All applications for construction or structural alterations of any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure in, upon, or over the waters within the corporate limits of the Village shall require the approval of the Village Commission after a public hearing. During the public hearing the Village Commission shall consider safety and compatibility as criteria for approving the application.*
- (G) *Notwithstanding the provisions of paragraph (F), if an applicant seeks a dock or pier length greater than 25 feet, the Village Commission shall additionally consider the following criteria to determine if a waiver shall be granted:*
- (i) If Miami Dade Department of Environmental Management has required specific depth or location criteria; and*
  - (ii) If the Applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners, and*
  - (iii) If the Village has received any letter(s) of objection from adjoining riparian property owners; and*



*(iv) Any other factors relevant to the specific site.*

- (H) The Village Commission may deny, approve, or modify the request and/or impose conditions in the permit, pursuant to paragraph (F), or granting of a waiver, pursuant to paragraph (G), which it deems necessary to protect the waterways of the Village in accordance with the public safety and the general welfare. The requirement of approval by the Village Commission shall not include applications for repair of existing structures.*
- (I) A public hearing held pursuant to this Section shall be quasi judicial and follow the hearing procedures provided in Section 29.02 of the Code.*
- (J) Nothing contained in this section shall be construed or apply to prohibiting repair or reconstruction or otherwise limiting those structures which exist at the time of adoption of this section, however, the provisions of subsections (D) and (E) above shall be complied with.*

The location of boats, docks and piers is also governed by Section 152.059, most specifically subsection (B) which reads as follows:

- “(B) No docks, piers, mooring posts, or combinations thereof, may project more than 25 feet from any bulkhead line, nor extend nearer than seven and one-half feet to any adjacent property line. A waiver may be granted by the Village Commission pursuant to Section 150.11(A), upon completion of a marine survey demonstrating the minimum distances from the seawall necessary to meet the minimum depth requirements, approved by DERM, and completed by a licensed professional surveyor and mapper registered to practice in the State of Florida.”*



### Staff Comments

The dock will be located so that the 7.5 foot side setbacks from the property lines are met.

However, the dock length is greater than 25 feet from the seawall. Section 150.11(A) prohibits docks lengths greater than 25 feet unless a waiver is granted by the Village Commission. Section 150.11(G) provides several criteria for the Commission to consider when reviewing waiver requests (see above code language).

The applicant has provided a biological assessment sketch stating the presence of near-shore marine resources, a letter of consent from the adjacent property owner to the East, and emails from DERM verifying their approval contingent upon agreement from the applicant that boats will be moored only in a bow-in configuration.

The adjacent property owner to the West will not issue a letter of consent for this project, citing the fact that the variances received for the construction of the applicant's single family residence contributed to his loss of scenic view, and that approval of this 54-foot dock would further obstruct his view. Due to this issue, DERM did request a modification of the plans (to remove a westward mooring pile), and the applicant has complied with this request. Staff is not aware whether this modification is more compatible for the neighbor to the west. All interested parties should be in attendance at the April 25, 2017, public hearing.

See attached for all above mentioned documents and correspondence.

The seawall at this property was recently repaired according to the recommendations of the Village seawall inspection report.

Based on the materials presented by the applicant, and the preapproval by DERM, the proposed structures are in compliance with the applicable provisions of Sections 152.059 and 150.11. The proposed dock is safe and compatible.



### Recommendation

Assuming there are no further affected party objections, staff recommends **approval** of this dock application and approval of the waiver to construct a dock greater than 25 feet in length, with the following conditions being met prior to the issuance of a building permit:

1. Installation of solar powered lights at end of dock for safety purposes.
2. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
4. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

*Submitted by:*

*James G. LaRue*  
James G. LaRue, AICP  
Planning Consultant

June 14, 2017

Hearing: Village Commission, June 27, 2017

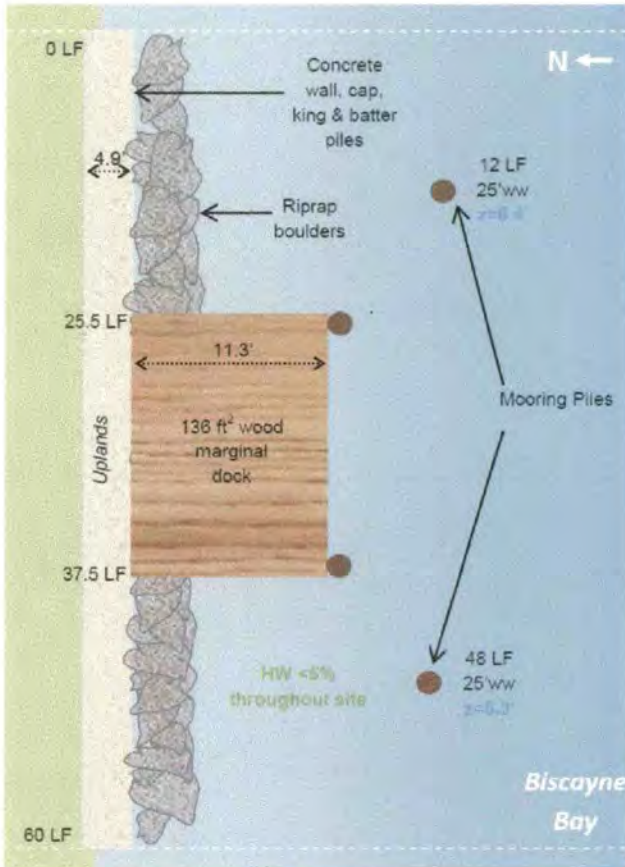
Attachments:      Biological Assessment Sketch  
                              Emails from Miami-Dade DERM  
                              Statement from Applicant Confirming Agreement of Bow-in Mooring  
                              Letters from Adjacent Property Owners  
                              Dock Plans Provided by Applicant



**Biological Assessment Sketch**

CLI-2014-0247 – Piening – Seawall Cap, Dock & Boatlift  
1700 S. Treasure Drive, North Bay Village

Inspection done on 07-22-2014 at 11:00AM  
Biologists: M. Rose, A. Alonso



**Notes**

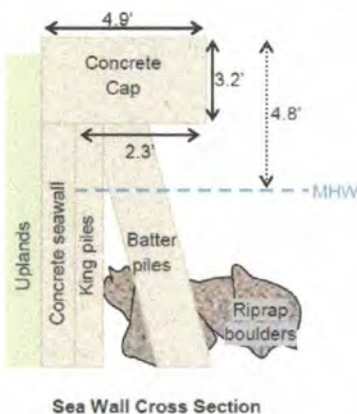
- All waterward distances taken from wetface of seawall cap.
- Water depths at wall affected by presence of riprap.
- Mooring piles documented at 12 and 48 LF, 25' waterward.

**Resources**

*Halodule wrightii* (shoal grass) **HW**  
*Acetabularia calyculus* (mermaid's wine glass)  
*Siderastrea radians* (lesser starlet coral)  
*Acanthophora spicifera* (spiny seaweed)  
*Padina jamaicensis* (white scroll algae)  
*Caulerpa verticillata* (whorled caulerpa)  
*Caulerpa sertularioides* (feather caulerpa)  
*Halimeda tuna* (stalked lettuce leaf algae)  
*Ceranium sp.* (red filamentous algae)  
*Lutjanus griseus* (gray snapper)  
*Chaetodipterus faber* (spadefish)  
*Caranx hippos* (crevalle jack)  
*Pleuroploca gigantea* (horse conch)  
 Barnacles  
 Sponges

**Legend**

**ww**= waterward distance from face of seawall cap  
**LF**= linear feet from east property line  
**MLW** = mean low water  
**MHW** = mean high water  
**RR** = riprap  
**z** = water depth



LF	ww extent of RR	Water Depths				Depth Contours		
		at wall	7.5'ww	11.3'ww	23'ww	4'	5'	6'
10.0	11'	2.5'	2.9'	-	5.5'	13.1'ww	18.8'ww	25.5'ww
20.0	8.4'	1.1'	3.0'	4.9'	5.7'	12.2'ww	16.7'ww	25.4'ww
37.5	7'	0.9'	3.8'	4.8'	5.6'	9'ww	16.3'ww	24.7'ww
40.0	7.5'	Exposed rock	3.4'	-	5.7'	15.5'ww	16.9'ww	24'ww
50.0	9'	0.3'	3.7'	-	5.7'	13.8'ww	19'ww	26'ww

All depths adjusted to MLW. Adjusted 0.5' at 11:30AM.





James,

The permit CLI-2014-0247 is ready to issue pending receipt of the following:

1. Structural and zoning approvals from North Bay Village.
2. A permit fee in the amount of \$1,945.00.
3. A statement from the property owner confirming that any vessel moored in either slip will be limited to bow-in mooring only.
4. A letter of consent from the adjacent property owner to the east.

DERM is able to verify the SAJ-42 and issue on behalf of FDEP for this scope of work.

Please let me know if you have any questions.

Regards,

Emily Goodwin, Biologist II  
Coastal and Wetlands Resources Section  
Division of Environmental Resources Management (DERM)  
Miami Dade County Department of Regulatory and Economic Resources  
701 N.W. 1st Court - 6th Floor -Miami, FL 33136  
(305)372-6931 – Phone (305)372-6479 - Fax  
[www.miamidade.gov](http://www.miamidade.gov)  
[goodwe@miamidade.gov](mailto:goodwe@miamidade.gov)



**From:** Goodwin, Emily (RER)  
**Sent:** Wednesday, June 15, 2016 2:37 PM  
**To:** 'Nicole Huesmann'  
**Cc:** [Jamesjamesmjr@aol.com](mailto:Jamesjamesmjr@aol.com)  
**Subject:** RE: Boat Dock Piening-Franke - 1700 S Traesure Drive - Description of Boats

James and Nicole,

After coordinating internally regarding the configuration, we have decided we are willing to proceed with this configuration without a letter of consent from the adjacent property owner to the west provided the most waterward mooring pile currently located 52' waterward of the seawall is removed from the scope of work to minimize the exceedance beyond the D-5 boundary.

James- with this pile removed from the preliminarily approved set, we'll be able to proceed with these plans. The permit is being drafted and while I'll follow up with a finalized list of pending items ASAP, the pending submittals will include structural and zoning approvals from the City, the permit fee of \$1,945.00, a letter of consent from the adjacent property owner to the east, and the statement from the property owner confirming that any vessel moored in either slip will be limited to bow-in mooring only.

Please let me know if you have any questions.

Regards,

Emily Goodwin, Biologist II  
Coastal and Wetlands Resources Section  
Division of Environmental Resources Management (DERM)  
Miami Dade County Department of Regulatory and Economic Resources  
701 N.W. 1st Court - 6th Floor -Miami, FL 33136  
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[www.miamidade.gov](http://www.miamidade.gov)  
[goodwe@miamidade.gov](mailto:goodwe@miamidade.gov)



*Holger Piening and Andrea Franke  
1700 S. Treasure Drive  
North Bay Village, FL 33141*

June 21, 2016

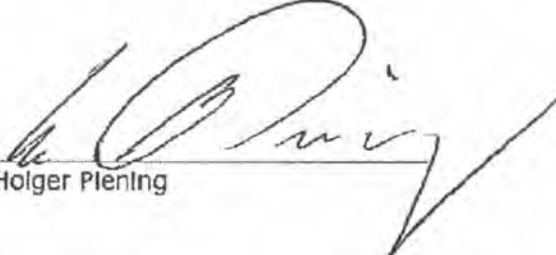
**VIA EMAIL**

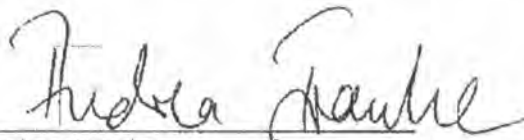
Emily Goodwin, Biologist II  
Coastal and Wetlands Resources Section  
Division of Environmental Resources Management  
701 NW 1<sup>st</sup> Court  
6<sup>th</sup> Floor  
Miami, FL 33136

**Regarding: Dock/Boatlift located at 1700 S. Treasure Drive, North Bay Village, FL 33141, Folio 23-3209-009-0050**

Dear Ms. Goodwin and to whom it may concern:

Please accept this letter as our confirmation that we, Holger Piening and Andrea Franke, as the property owners of the above referenced property, will ensure that any vessel moored in either boat slip will be limited to bow-in mooring only, as further detailed in the plans and applications for this project.

  
Holger Piening

  
Andrea Franke

CLASS I PERMIT APPLICATION

**LETTER OF CONSENT**

Note: Please insert applicable information

Date: 3-24-16

Miami-Dade County RER  
Class I Permitting Program  
701 NW 1<sup>st</sup> Court  
Miami FL, 33136

Re: Letter of Consent for Miami-Dade County RER Class I Permit Application Number  
CLI 2014 247 (insert Class I Permit application number), for work proposed at  
1700 S TREASURE DR NORTH BAY VILLAGE FL 33141  
(insert address of proposed work)

Ladies and Gentlemen:

I, GUILLERMO GARCIA (insert name), am the owner of the property located at  
1710 S TREASURE DR NORTH BAY VILLAGE FL 33141  
(insert address of adjoining riparian property)

which is an adjoining riparian property to the above-referenced property. I have reviewed the  
plans entitled DOCK/BOATLIFT  
(insert title of plans)

prepared by ED LANDERS dated 1-23-15-2-18-16 - 2-23-16 and preliminarily approved  
by RER on 3-3-16 for the above-referenced project. Pursuant to Section 24-  
48.3(1)(j)(iii) of the Code of Miami-Dade County, Florida, I hereby consent to the above-  
referenced project

Sincerely,

*Guillermo Garcia*  
Adjoining Riparian Property Owner

SUBSCRIBED AND SWORN TO ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY \_\_\_\_\_

PERSONALLY KNOWN       PRODUCED IDENTIFICATION (PLEASE CHECK ONE)

TYPE OF ID PRODUCED \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



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

From: Paul Norris [<mailto:pnorris@med.miami.edu>]

Sent: Thu 9/1/2016 2:01 PM

To: Connie Leon-Kreps

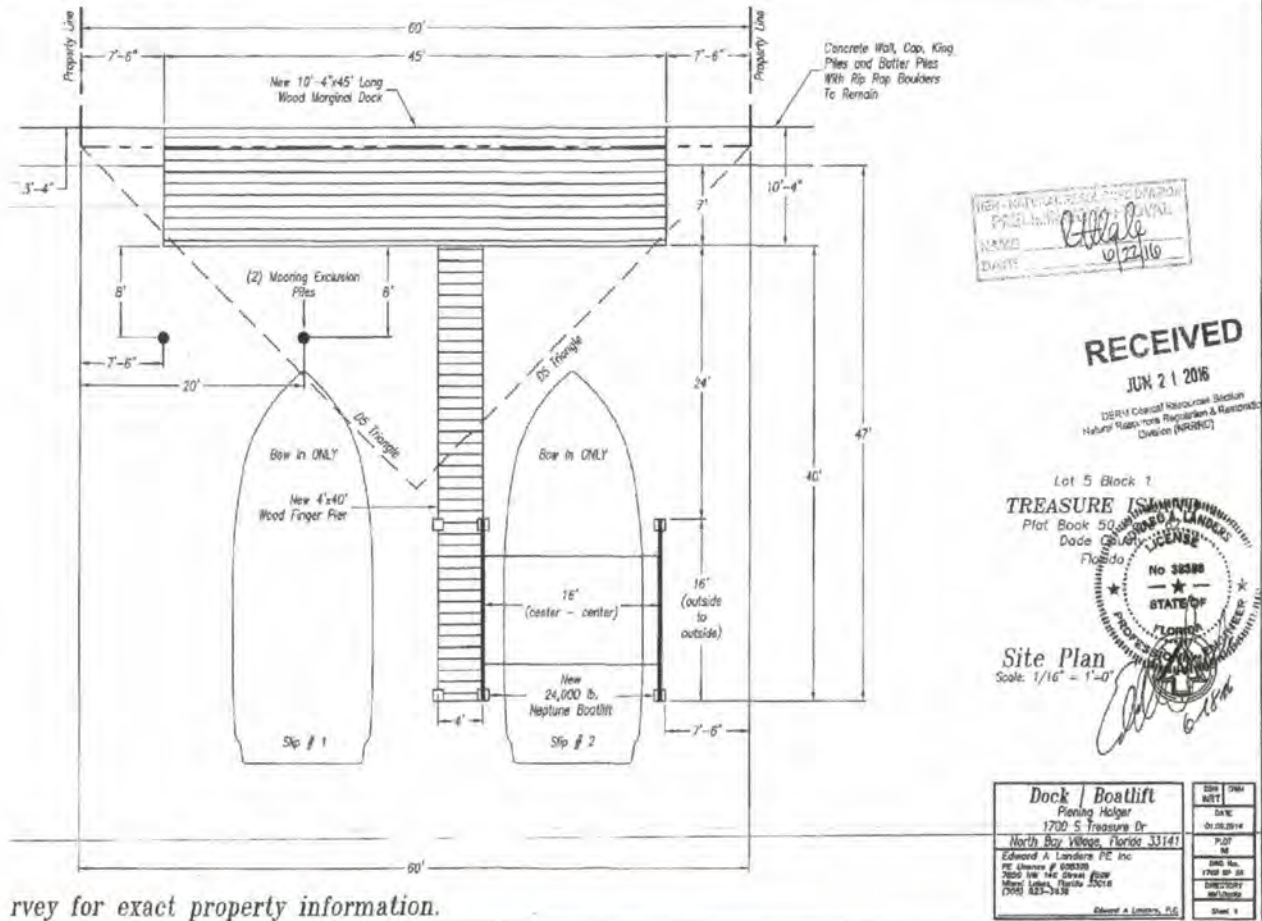
Subject: Mayor Connie Leon-Kreps

Hi, Mayor, This is Dr Norris, we met over the weekend. I am writing on a matter regarding my neighbor at 1700 s treasure dr . He is asking for a variance on his dock which will significantly block my eastern view. ( his variance on his house has already blocked a considerable part of my view ) I believe the hearing is scheduled for this month however I will be out of town this month until the 26th and I want to be present for the hearing on this important matter. Can the hearing on this matter be scheduled for a date that I will be in town?



Staff Report  
Dock Permit Request

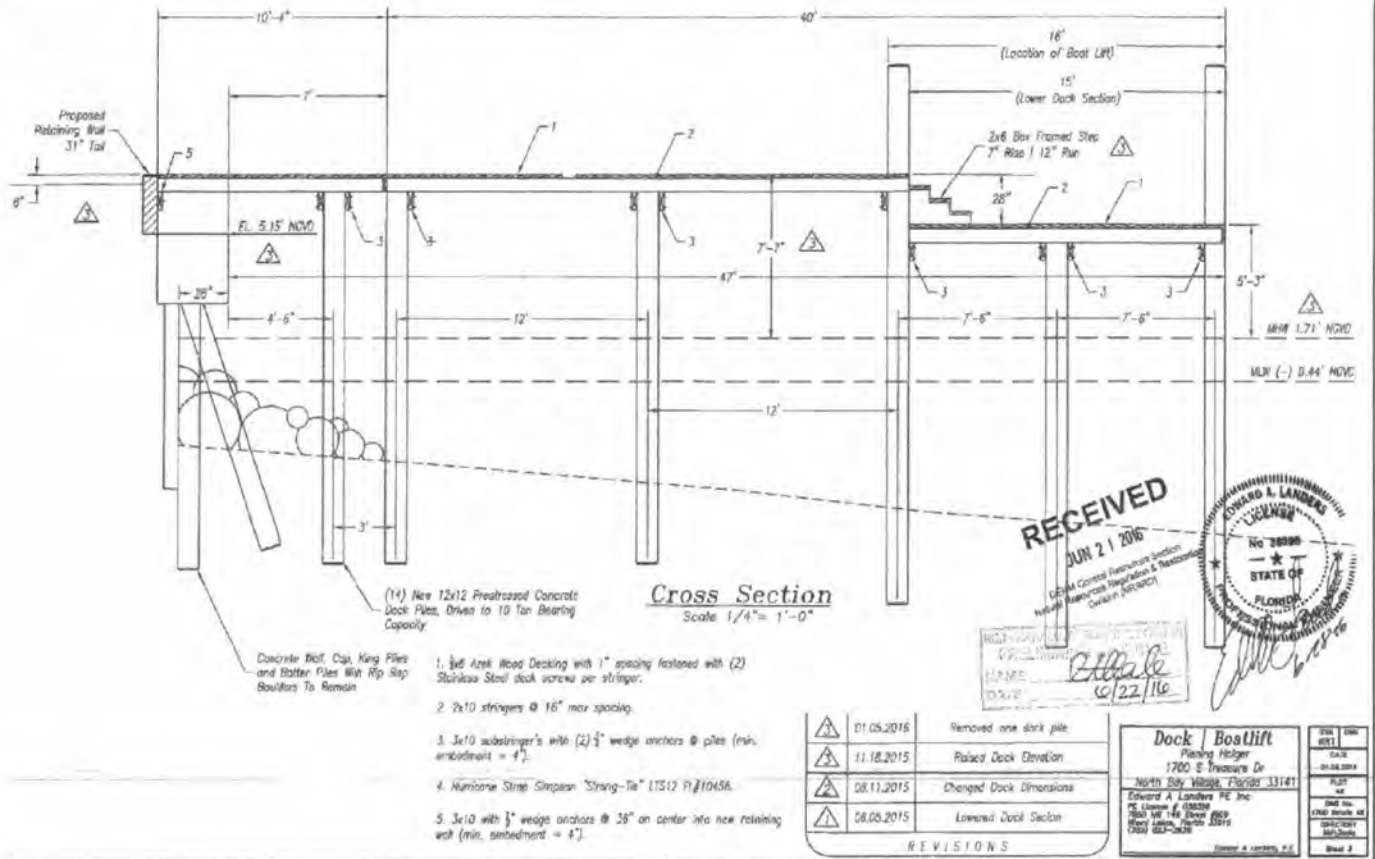
Applicant: Holger Piening & Andrea Franke  
1700 S Treasure Drive



urvey for exact property information.



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Serving Florida Local Governments Since 1988



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

**DOCK APPLICATION FOR PUBLIC HEARING**

Page 1 of 3

Site Address 1700 S. Treasure Drive, North Bay Village, FL 33141

Owner Name Holger Piening/Andrea Franko Owner Phone # 305 858 0220

Owner Mailing Address c/o Nicole J. Huesmann, P.A., 150 Alhambra Circle, Suite 1200, Coral Gables, FL 33134

Applicant Name Holger Piening/Andrea Franko Applicant Phone # 305 858 0220

Applicant Mailing Address c/o Nicole J. Huesmann, P.A., 150 Alhambra Circle, Suite 1200, Coral Gables, FL 33134

Contact Person Nicole Huesmann Contact Phone # 305 858 0220

Contact Email Address njhuesmann@njhlaw.com

Legal Description of Property Lot 5, Block 1, Treasure Island, PB 50-67

Existing Zoning Family Lot Size 60x150 Folio Number 23 3209 009 0050

Legal Description see above

Project Description INSTALL A 10' 4" X 45' LONG WOOD MARGINAL DOCK / WITH A 40' LONG X 4' WIDE FINGER PIER. (7' WIDE OVER WATER)

Dock Length Measured Perpendicular from Seawall 47'

Mandatory Submittals (Applicant must check that each item is included with this application)

- |   |  |
|---|--|
| <input type="checkbox"/> Site plans which depict: | <input type="checkbox"/> Property survey       |
| North point                                       | <input type="checkbox"/> Elevations            |
| Scale at 1/16 inch to the foot, or larger         | <input type="checkbox"/> DERM approval         |
| Date of preparation                               | <input type="checkbox"/> Application fees      |
| Dock structures                                   | <input type="checkbox"/> Cost recovery deposit |
| Any mechanical equipment                          |  |
| Any exterior lighting                             |  |
| Any other physical features                       |  |

Contact:

James McKenzie  
(305) 785-8682

Mayor  
**Connie Leon-Kreps**

Vice Mayor  
**Eddie Lim**

Commissioner  
**Dr. Richard Chervony**

Commissioner  
**Wendy Duvall**

Commissioner  
**Jorge Gonzalez**



**DOCK APPLICATION FOR PUBLIC HEARING**

Page 2 of 3

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.

All requests for dock approval from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting dock approval from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such a variance request, pursuant to Section 152.110 of the Village Code.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), and FEMA regulations.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Village Commission revoked.

Authorized Signature [Signature] *as attorney in fact*  
Print Name Nicole J. Huesmann *for Holger Piening and*  
*Andrea Franke*

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA  
COUNTY OF Miami-Dade



Sworn to and subscribed to before me this 28<sup>th</sup> day of June, 2016

by Nicole J Huesmann

who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature [Signature]

Commission Number/Expiration EE 860510 / 12/26/2016

- Mayor  
Connie Leon-Kreps
- Vice Mayor  
Eddie Lim
- Commissioner  
Dr. Richard Chervony
- Commissioner  
Wendy Duvall
- Commissioner  
Jorge Gonzalez

**DOCK APPLICATION FOR PUBLIC HEARING**

Page 3 of 3

**Office Use Only:**

Date Submitted: 6/28/16

Tentative Meeting Date: \_\_\_\_\_

Fee Paid: \$ 300.00

Cash or Check # 2915

Date Paid: 6/28/16

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

**LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS that **Holger Piening and Andrea Franke**, have made, constituted and appointed, and by these presents do make, constitute and appoint **Nicole J. Huesmann** their true and lawful attorney for them and in their names, place and stead, giving and granting unto **Nicole J. Huesmann** full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as they might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that **Nicole J. Huesmann** shall lawfully do or cause to be done by virtue hereof.

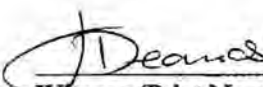
This Power is specifically intended to empower **Nicole J. Huesmann** to take any and all actions and to execute any and all instruments necessary to effectuate destruction and construction of the following legally described property including, but not limited to, the execution and delivery of any contracts for architectural, construction and building purposes, plan and permit applications to North Bay Village/Miami-Dade County, Florida, Notices of Commencements and any other agreements, documents or affidavits required for the destruction and construction, in the form acceptable to **Holger Piening and Andrea Franke**, in their sole discretion, and they hereby confirm and ratify any and all actions taken by **Nicole J. Huesmann** on their behalf prior to this date:

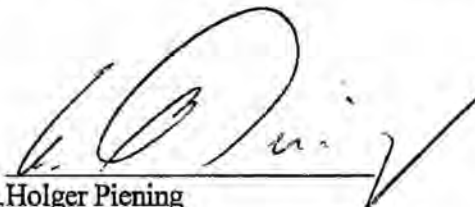
**Lot 5, Block 1, Treasure Island as per plat thereof in Plat Book 50 Page 57, of the Public Records of Miami-Dade County, Florida.**

**Address: 1700 South Treasure Drive, North Bay Village, Florida 33141**

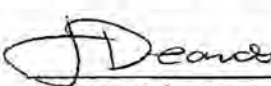
IN WITNESS WHEREOF, the undersigned has executed this instrument on the 23<sup>rd</sup> day of April, 2014.

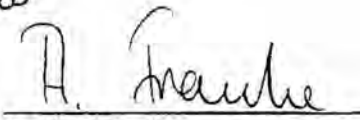
Signed and delivered in the presence of:


  
Witness (Print Name Here): Jennifer DeArmas

  
Holger Piening

  
Witness (Print Name Here): ERICA BLANCO

  
Witness (Print Name Here): Jennifer DeArmas

  
Andrea Franke

  
Witness (Print Name Here): ERICA BLANCO

Page 2

Power of Attorney

STATE OF FLORIDA )

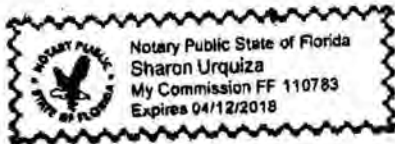
COUNTY OF MIAMI-DADE )

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 2014, by **Holger Piening and Andrea Franke**, who are personally known to me or who have produced German Passports as identification, who did not take an oath, and they acknowledged before me that they executed the foregoing instrument as their free act and deed.

  
NOTARY PUBLIC, STATE OF FLORIDA  
Print Name:

My Commission Expires:

[Affix Seal]





# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 8/11/2015

2014-1717

RECEIVED  
JUN 21 2016  
Division (NRRRD)  
Natural Resources Regulation & Restoration  
DERM Coastal Resources & Restoration

Property Information	
Folio:	23-3209-009-0050
Property Address:	1700 S TREASURE DR
Owner	HOLGER PIENING C/O NICOLE J HUESMANN P A ANDREA FRANKE
Mailing Address	150 ALHAMBRA CIRCLE #1150 CORAL GABLES , FL 33134
Primary Zone	0600 SINGLE FAMILY, 1401-1550 S
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	4 / 3 / 0
Floors	1
Living Units	1
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	2,357 Sq.Ft
Lot Size	9,000 Sq.Ft
Year Built	1954



Taxable Value Information			
	2015	2014	2013
County			
Exemption Value	\$0	\$0	\$50,000


Print - Maps

<http://www.bing.com/maps/print.aspx?mkt=en-us&z=14&s=r&cp=25.8>

RECEIVED


JUN 21 2016

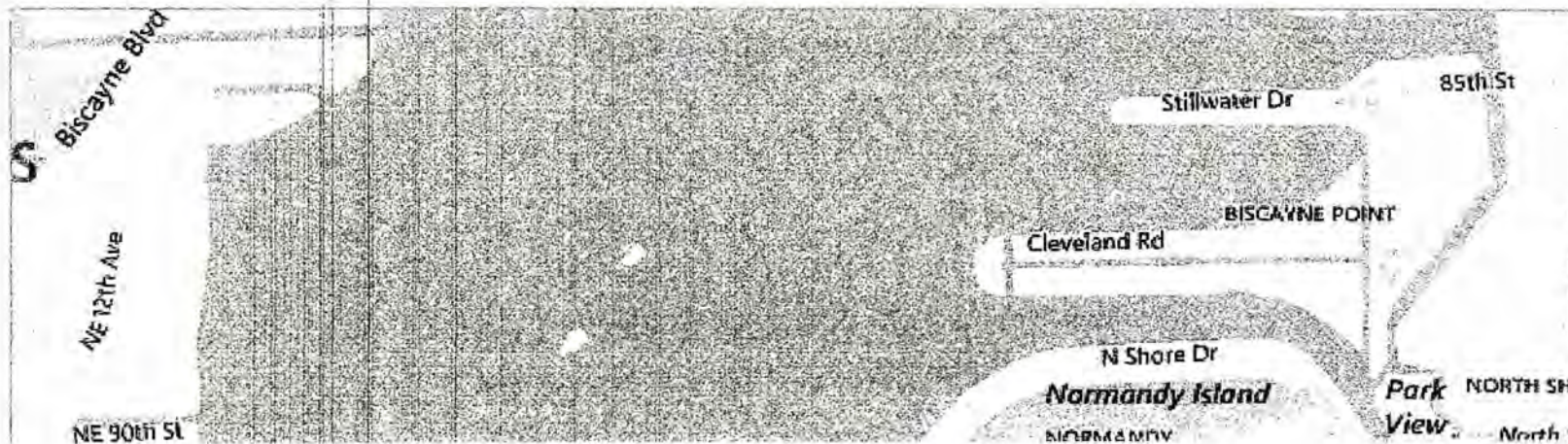
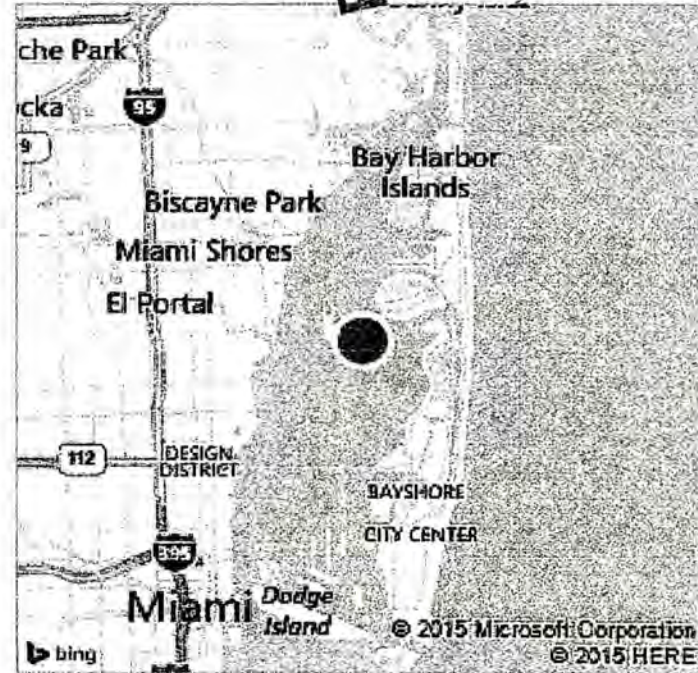
DER Natural Resources Section  
Natural Resources Regulation & Restoration  
Natural Resources Division (NRRD)

 bing Maps

1700 S Treasure Dr, North Bay Village, FL 33141

My Notes

 On the go? Use [m.bing.com](http://m.bing.com) to find maps, directions, businesses, and more





## North Bay Village

Administrative Offices

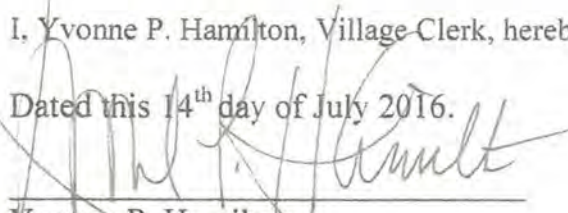
1686 Kennedy Causeway, Suite 300, North Bay Village, FL 33141

Tel. (305) 756-7171 Fax. (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

**RE: AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE FOR CONSTRUCTION OF A NEW DOCK AND BOAT LIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.**

I, Yvonne P. Hamilton, Village Clerk, hereby certify that that the petition filed hereto is correct.

Dated this 14<sup>th</sup> day of July 2016.

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

(North Bay Village Commission Meeting – September 13, 2016)

Mayor  
Connie Leon-Kreps

Vice Mayor  
Jorge Gonzalez

Commissioner  
Dr. Richard Chervony

Commissioner  
Andrea Jackson

Commissioner  
Eddie Lim



**North Bay Village**

Administrative Offices

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

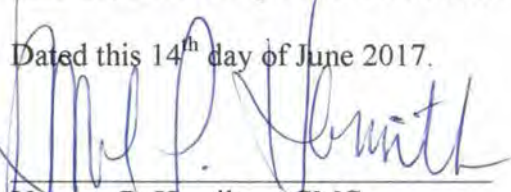
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**RE: AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.**

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on June 27, 2017 was posted at the above-referenced property on June 8, 2017.

Dated this 14<sup>th</sup> day of June 2017.

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

(North Bay Village Commission Meeting – June 27, 2017)

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson





**North Bay Village**

Administrative Offices

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

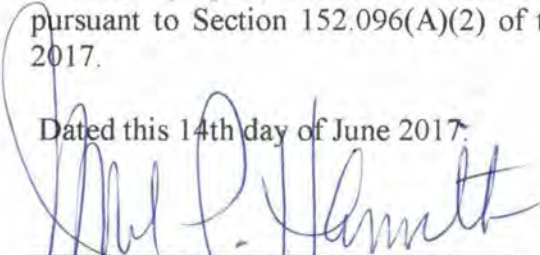
Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

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

**RE: AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.**

Yvonne P. Hamilton, Village Clerk, hereby certify that the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request pursuant to Section 152.096(A)(2) of the North Bay Village Code of Ordinances on May 14, 2017.

Dated this 14th day of June 2017:

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

(North Bay Village Commission Meeting – June 27, 2017)

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson



**NORTH BAY VILLAGE**  
**NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, JUNE 27, 2017** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUEST:

1. AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

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

YVONNE P. HAMILTON, CMC  
VILLAGE CLERK

Owner/Occupant  
1650 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1660 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1680 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1690 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1671 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1710 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1720 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1730 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1740 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1771 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1741 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1721 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1701 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1671 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1641 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
7505 Cutlass Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7509 Cutlass Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7513 Cutlass Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7504 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7508 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7512 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7505 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7509 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7513 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7504 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7508 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7512 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7505 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7509 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7513 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7504 Jewel Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7508 Jewel Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7512 Jewel Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
1700 South Treasure Drive  
N. Bay Village, FL 33141



**North Bay Village**

Administrative Offices

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

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

www.nbvillage.com

**MEMORANDUM**  
**North Bay Village**

**DATE:** April 13, 2017

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

**FROM:** Frank K. Rollason  
Village Manager

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, GRANTING A WAIVER, PURSUANT TO SECTION 150.11(G) OF THE VILLAGE CODE OF ORDINANCES, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
**Connie Leon-Kreps**

Vice Mayor  
**Eddie Lim**

Commissioner  
**Jose R. Alvarez**

Commissioner  
**Dr. Douglas N. Hornsby**

Commissioner  
**Andreana Jackson**

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, GRANTING A WAIVER, PURSUANT TO SECTION 150.11(G) OF THE VILLAGE CODE OF ORDINANCES, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLOSON)**

**WHEREAS**, Holger Piening and Andrea Franke has requested a Building Permit to construct a new dock and boatlift at 1700 South Treasure Drive, Treasure Island, in the RS-2, Medium Density Single-Family Zoning District, North Bay Village, Florida; and

**WHEREAS**, Pursuant to Section 150.11(A) of the Village Code, docks are to be constructed no more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village, unless such construction is necessary based on federal, state, or local laws; and

**WHEREAS**, the structures will extend 47 feet from the existing seawall into Biscayne Bay; and

**WHEREAS**, the Department of Regulatory and Economic Resources (DERM) has granted preliminary approval of the dock and boatlift; and

**WHEREAS**, Section 150.11(G) authorizes the Village Commission to consider the approval of docks greater than 25 feet upon the following determination:

1. If Miami-Dade Department of Environmental Management has required specific depth or location criteria; and
2. If the applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners; and
3. if the Village has received any letter(s) of objection from adjoining riparian property owners; and
4. Any other factors relevant to the specific site.

**WHEREAS**, Sections 150.11(C)(D) and (F) of the North Bay Village Code of Ordinances require all applications for construction of docks and boatlifts to be approved by the Village Commission; and

**WHEREAS**, in accordance with Section 150.11(F) of the Village Code, a public hearing by the Village Commission was noticed for April 25, 2017, at 7:30 p.m. at Village Hall, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission.

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

**Section 1. Recitals.**

The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Findings.**

In accordance with Section 150.11(F) of the Village Code, the Village Commission, having considered the testimony and evidence in the record presented by all parties, finds that the dock and the boatlift are safe and environmentally compatible

**Section 3. Grant.**

In accordance with Section 150.11(G) of the North Bay Village Code of Ordinances, a waiver is granted to construct a dock and a boatlift, which structures will extend 47 feet from the existing seawall into Biscayne Bay as requested by Holger Piening & Andre Franke for the property situated at 1700 South Treasure Drive.

**Section 4. Conditions.**

Approval is granted with the condition that the following items are met prior to issuance of a Building Permit:

1. Submittal of a seawall repair inspection report, indicating that all necessary repairs have been made and that the seawall is in good condition.
2. Verification of the 5-foot height restriction at the time of building permit issuance.
3. Installation of solar powered lights at end of dock for safety purposes.
4. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
5. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

6. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

7. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

**Section 5. Appeal.**

In accordance with Section 152.104 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

**Section 6. Violation of Terms and Conditions.**

Failure to adhere to the terms and conditions contained in this Resolution in Section 4 shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to the revocation of any of the approval(s) granted in this Resolution.

The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

**Section 7. Effective Date.**

This Resolution shall become effective upon its adoption.

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



**FINAL VOTE AT ADOPTION:**

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

PASSED and ADOPTED this 27th day of June 2017.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

North Bay Village Resolution: Construction of New Dock- 1700 South Treasure Drive–Construction of New Dock and Boatlift



**NORTH BAY VILLAGE  
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, JUNE 27, 2017** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ITEMS:

1. AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.
2. AN APPLICATION BY JONATHAN CASTRO, PROPERTY OWNER OF 7520 MUTINY AVENUE, FOR A VARIANCE UNDER SECTION 152.0971 OF THE VILLAGE CODE, FROM THE STRICT APPLICATION OF SECTION 152.027, TO ERECT A CARPORT, WHICH WILL BE 1.5 FEET FROM THE NORTH SIDE PROPERTY LINE WHERE 7.5 FEET IS REQUIRED.
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE TEXT OF THE COASTAL MANAGEMENT ELEMENT, REVISING THE COASTAL HIGH HAZARD AREA MAP, AS MANDATED BY FLORIDA STATUTES 163.3178(F), IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163, FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(First Reading)*
4. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152 - ZONING, OF THE CODE OF ORDINANCES OF NORTH BAY VILLAGE TO ALLOW THE VILLAGE MANAGER TO DENY LICENSES TO PRIOR VIOLATORS AND TO PROHIBIT ADVERTISING OF UNLICENSED VACATION RENTALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. *(First Reading)*
5. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151 OF THE VILLAGE CODE, ENTITLED "BUILDINGS" BY AMENDING SECTION 151.11 TO REQUIRE CONDOMINIUM ASSOCIATION APPROVAL FOR WORK PERFORMED INSIDE A CONDOMINIUM UNIT; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. *(Second Reading)*
6. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, REPEALING ALL CHAPTERS OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING CHAPTER 1 GENERAL PROVISIONS, CHAPTER 2 ADMINISTRATIVE AND LEGISLATIVE PROCEDURES, CHAPTER 3 LAND USE, CHAPTER 4 CONSISTENCY AND CONCURRENCY DETERMINATIONS, CHAPTER 5 DESIGN STANDARDS AND CHAPTER 6 FLOOD DAMAGE PREVENTION; REPEALING APPENDICES OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING APPENDIX A APPLICATIONS, APPENDIX B BUILDING PERMIT APPLICATION, APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER, APPENDIX D SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE, APPENDIX E CLASS I COASTAL CONSTRUCTION PERMIT APPLICATION, APPENDIX H FLOOD CONTROL, REPEALING LAND DEVELOPMENT CODE COMPARATIVE TABLE OF ORDINANCES, REPEALING CHAPTERS OF THE VILLAGE CODE OF ORDINANCES INCLUDING CHAPTER 152 ZONING AND CHAPTER 155 DESIGN GUIDELINE STANDARDS; REPEALING APPENDIX B OF THE VILLAGE CODE OF ORDINANCES ENTITLED SIGN ILLUSTRATION; ADOPTING A NEW UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER 1 GENERAL, CHAPTER 2 RELATIONSHIP TO THE COMPREHENSIVE PLAN, CHAPTER 3 DEFINITIONS, CHAPTER 4 ADMINISTRATION AND ENFORCEMENT, CHAPTER 5 PERMITS AND DEVELOPMENT APPROVALS, CHAPTER 6 NONCONFORMITIES, CHAPTER 7 VARIANCES, CHAPTER 8 ZONING, CHAPTER 9 GENERAL SITE DESIGN STANDARDS, CHAPTER 10 FLOOD DAMAGE PREVENTION, CHAPTER 11 SIGNS, CHAPTER 12 ADULT ENTERTAINMENT, CHAPTER 13 VACATION RENTAL LICENSE PROGRAM, CHAPTER 14 MARIJUANA DISPENSARIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Second Reading)*

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

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

YVONNE P. HAMILTON, CMC  
VILLAGE CLERK



## Staff Report Variance Request

*Prepared for:* North Bay Village  
Commission

*Applicant:* Jonathan Castro

*Address:* 7520 Mutiny Avenue

*Request:* Variance from Side Yard Setback  
Standards for Enlargement of Carport



**La Rue** Planning  
& Management Services, Inc.

1375 Jackson Street, Suite 206  
Fort Myers, Florida  
239-334-3366

Serving Florida Local Governments Since 1988

**General Information**

Owner/Applicant:	Jonathan Castro
Applicant Address:	7520 Mutiny Avenue North Bay Village, FL 33141
Site Address:	7520 Mutiny Avenue
Contact Person:	Jonathan Castro
Contact Phone Number:	786-210-6661
E-mail Address	<a href="mailto:jonathancastro1981@yahoo.com">jonathancastro1981@yahoo.com</a>

Future Land Use	Single Family Residential
Zoning District	RS-2
Use of Property	Single Family Home
Acreage	0.16 ac.

**Legal Description of Subject Property**

LOT 10, BLOCK 6, OF TREASURE ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50 AT PAGE 67 OF THE PUBLIC RECORDS OF MIAMI-DADE, FLORIDA

SAID LANDS LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA CONTAINING 7,140 SQUARE FEET (0.164 ACRES), MORE OR LESS.



### Requested Variance

The applicant's request is for approval of a variance to the side setback requirements for enlargement of a carport canopy. The structure of the proposed carport canopy is already in place, as the Applicant was not aware that the new enlarged structure would require a building permit. The Applicant provided some photographs of the new enlarged structure which are attached to this report below.

The previously existing canopy was non-conforming, encroaching on the required front setback. The proposed canopy maintains the same front setback but also encroaches on the North side setback. The required side setback is 7.5 feet from the side property line and the Applicant is requesting approval to construct a canopy that would be 1.5 feet from the side property line.

The Applicant has provided a letter of consent specifically from the neighbor to the North (7524 Mutiny Ave) which shares the property line the Applicant has requested to encroach upon. Additionally, the Applicant has provided another letter of consent which has been signed by several other neighbors at the following addresses:

- 7521 Mutiny Ave
- 7525 Mutiny Ave
- 7528 Mutiny Ave
- 7508 Mutiny Ave
- 7512 Mutiny Ave
- 7504 Mutiny Ave
- 7529 Mutiny Ave
- 7517 Mutiny Ave

The Applicant also provided photographs of several neighboring properties with nonconforming carports, which are attached to this report below.

## Required Findings

Sec. 152.0971(B) sets forth findings that are required for the reviewing body(ies) to authorize any non-use variance request. In addition to staff comments on these items, the Applicant's comments (included in his letter) have been listed as well. For ease of review, each of the criteria contained in subparagraphs (B)(1) through (B)(3) have been separated into their component parts.

- (1) The variance will be in harmony with the general appearance and character of the community.

**Applicant Comments:** We have seen several carports exactly or very similar to what we are doing on the island.

**Staff Comments:** It does not appear that the proposed carport would be out of harmony with the neighborhood or community.

- (2) The variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

**Applicant Comments:** We promise this carport will not be injurious to the area or detrimental to the public welfare.

**Staff Comments:** It does not appear that the proposed carport would be injurious to the area involved or otherwise detrimental to the public welfare.

- (3) The improvement is designed and arranged on the site in a manner that minimizes aerial and visual impact on the adjacent residences.

**Staff Comments:** This improvement will be visible to adjacent residences.


Staff finds that the requested variance does meet the requirements of Section 152.0971 in that the materials submitted adequately allow for an affirmative finding on most of the criteria contained as specifically identified by the foregoing staff comments.

**Recommendation:**

Unless there are any objections from neighboring properties, staff recommends **approval** of a variance to allow a 1.5 foot setback from the front property line where a 7.5 foot setback is required, with the following stipulations:

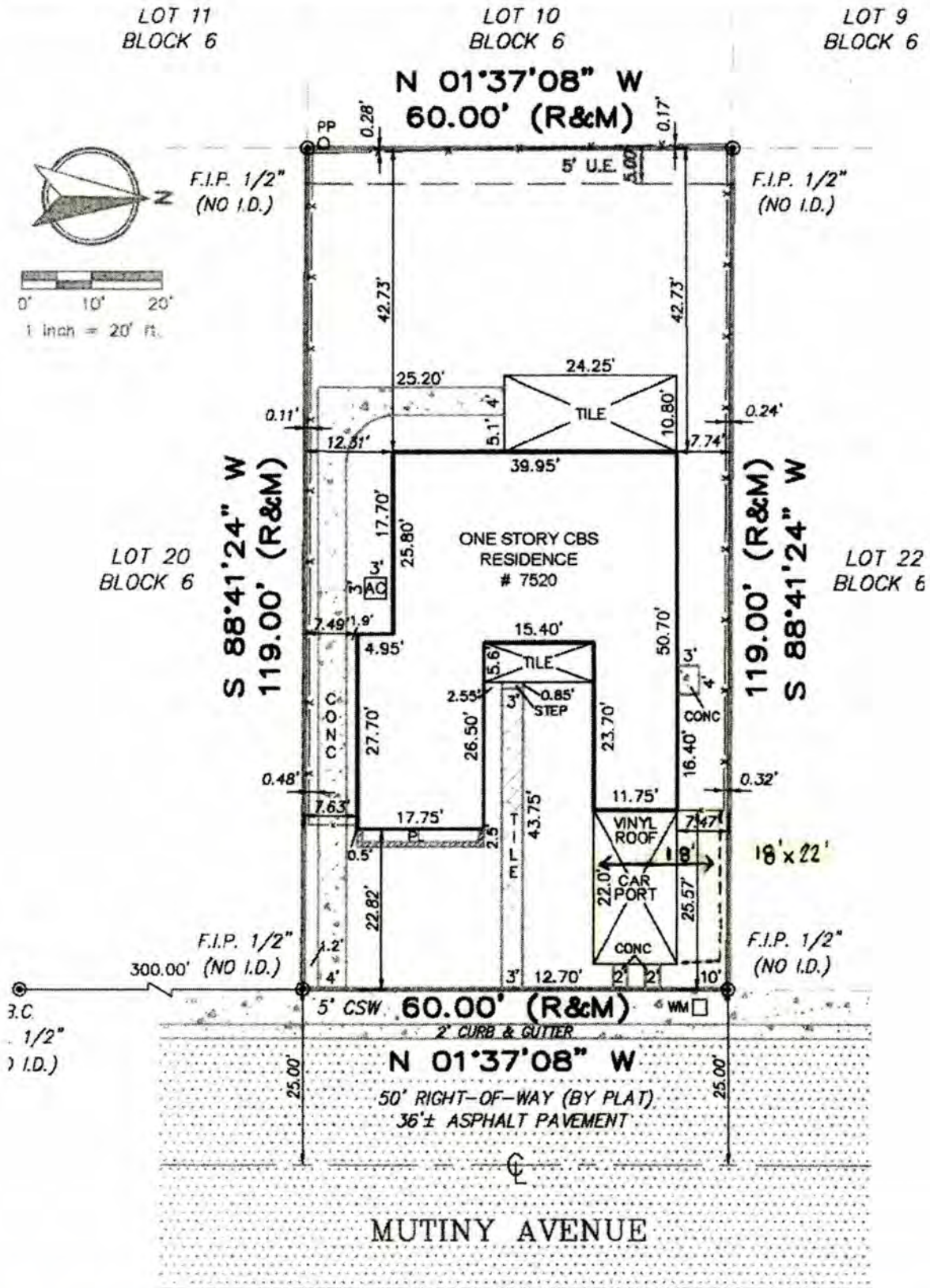
1. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
2. All applicable state and federal permits must be obtained before commencement of construction.
3. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issue of a variance or a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a 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.

Submitted by:

  
James G. LaRue, AICP  
Planning Consultant  
June 14, 2017

Hearing: North Bay Village Commission, June 27, 2017







May 16<sup>th</sup>, 2017

Application for Variance

7520 Mutiny Avenue, North Bay Village Florida 33141

To Whom It May Concern,

We are writing you this letter with hope of being able to proceed with the enlargement of our existing carport. We are Jonathan and Alexandra Castro from 7520 Mutiny Avenue. We have been in the Island for three years now and we absolutely love living here in North Bay Village. In the last three years, we saved up some money to remodel the front of our home. We will soon be applying for the permits to build a driveway and a perimeter fence. We were under the impression that we did not need a permit to enlarge our carport since we already had one, but we know now that we were wrong. For that we apologize. My wife Alexandra has a condition called Myasthenia Gravis that causes her to fatigue very easy. We were hoping to enlarge the carport in order to minimize the heat in the car when she gets in. It might not sound like much but something as easy as putting in our 4 year old Toddler and all the rest of the baby stuff in the car takes a lot out of a person that suffers from Myasthenia Gravis. Furthermore, we have seen several carports exactly or very similar to what we are doing in the Island. We promise that this carport will not be injurious to the area or detrimental to the public welfare and it will not minimize the visual impact on the adjacent residences as mentioned in the city code book. We hope that you can grant us your permission to move forward with the completion of our new carport so we can take the next step in our project and start our new driveway as well. Thank you and we look forward to hearing from you soon.

Best Regards,

Jonathan and Alexandra Castro



May 16<sup>th</sup>, 2017

Neighbor's Carport

Hello my name is Shani Kagan from 7524 Mutiny Avenue. I live next door to the Castro Family and I have absolutely no problem with the enlargement of their Carport. I think it looks really nice and it's an improvement to their home and to the image of our neighborhood. Please feel free to contact me if you have any questions.

Shani Kagan



954-298-6213





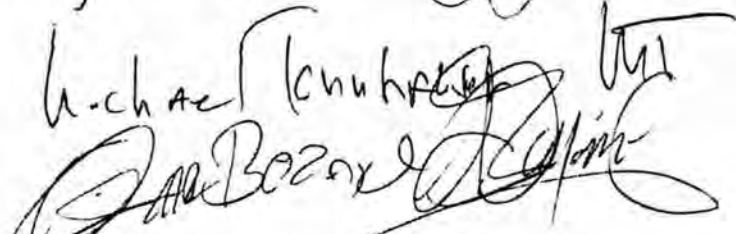
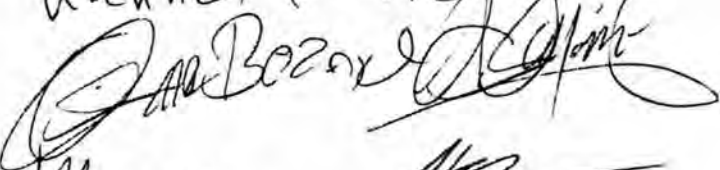
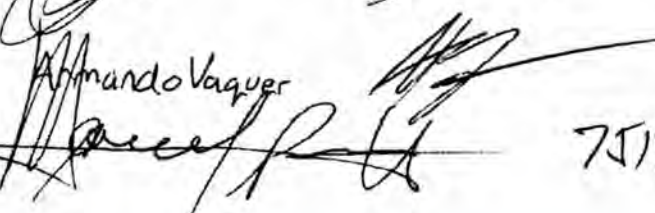
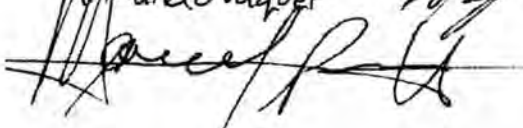
June 01, 2017

Carport for 7520 Mutiny Ave

Hello, our name is Jonathan and Alexandra Castro. We are currently expanding our carport so that we could fit two cars under it instead of one. North Bay Village requires us to have the pole 7 feet from our neighbor's property line but our new carport pole will be 1 foot and 6 inches from our neighbor who already gave us their consent. Please help us get this Variance approved by signing this consent form.

Thank you for your support.

"I have no objection to the new Carport at 7520 Mutiny Ave"

Name	Signature	Address
MICHO KUSHI		7521 MUTINY AVE
RUBEN F. GONZALEZ		7525 " "
SEAN P. GANADO		7528 Mutiny
Miguel Toledo		7508 Mutiny
Michael (Cunha)		7512 Mutiny
Carla Bozox		7509 Mutiny
Armando Vaquer		7529 Mutiny Ave
Araceli R.		7517 MUTINY AVE



Map Depicting the Addresses of Consenting Neighbors

<b>HISPANOLA AVE</b>	1700	7556	7557	
	7553	7552	7553	
	7549	7548	7549	
	7545	7544	7545	
	7541	7540	7541	
	7537	7536	7537	
	7533	7532	7533	
	7529	7528	7529	
	7525	7524	7525	
	7521	7520 SUBJECT PROPERTY	7521	7516
	7517	7516	7517	7512
	7513	7512	7513	7508
	7509	7508	7509	7504
	7505	7504	7505	7504
1701	1721	1741	1771	



**Proposed (Already Built) Carport Canopy Structure at the Subject Property**





**Neighboring Carport Canopies Provided by Applicant**











## Yvonne Hamilton

---

**From:** Maria Tovar  
**Sent:** Wednesday, June 14, 2017 11:34 AM  
**To:** Yvonne Hamilton  
**Cc:** Maurice Murray  
**Subject:** RE: Lien Search - Updated List

1. 1455 N. Treasure Drive, #70 (RUSH) No current code case found
2. 7921 East Drive, #14 No current code case found
3. 7933 West Drive, #922 (RUSH) No current code case found
4. 1755 Kennedy Causeway Pending
5. 7904 West Drive, #710 No current code case found  
(RUSH)

6. 7821 Coquina Drive No current code case found

Maria E Tovar  
North Bay Village Police Department  
Code Enforcement Unit  
1666 Kennedy Causeway, Suite 300  
North Bay Village  
FL 33141

---

**From:** Yvonne Hamilton  
**Sent:** Tuesday, June 13, 2017 6:58 PM  
**To:** Maria Tovar  
**Cc:** Maurice Murray  
**Subject:** Lien Search - Updated List

Leilani:

Please let me know if there liens, violations, or code enforcement fines against the following

7. 1455 N. Treasure Drive, #70 (RUSH)
8. 7921 East Drive, #14
9. 7933 West Drive, #922 (RUSH)
10. 1755 Kennedy Causeway
11. 7904 West Drive, #710  
(RUSH)

12. 7821 Coquina Drive

Thank you



*Yvonne P. Hamilton, CMC  
Village Clerk*

*North Bay Village*

*1666 Kennedy Causeway, #300*

*North Bay Village, FL 33141*

*Telephone (305) 756-7171*

*Facsimile (305) 756-7722*

*[yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com)*



# North Bay Village

MAY 16 3:36 PM

Administrative Offices

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

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

## APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

Instructions: Submit this application, along with 15 sets of sealed plans (1 set 36"x24" and 14 11"x17" sets) and the required information and fee, to the Village Clerk's Office at 1666 Kennedy Causeway, Suite 300. Applications are due by 12:00 noon on the deadline date and must be complete to be accepted and place on the agenda. A sign will be posted on the property, and public hearings will be conducted by the Planning & Zoning Board and the Village Commission.

Site Address 7520 MUTINY AVE NORTH BAY VILLAGE, FLORIDA 33141

Owner Name JONATHAN CASTRO Owner Phone # 786-210-6661

Owner Mailing Address JONATHANCASTRO1981@YAHOO.COM

Applicant Name SAME Applicant Phone # SAME

(if different from Owner)  
Applicant Mailing Address SAME

Contact Person SAME Contact Phone # SAME

Contact Email Address SAME

Legal Description of Property LOT 10 BLOCK 6 TREASURE ISLAND

Existing Zoning Lot Size 60 x 119 Folio Number 23-3209009-1870

Project Description INSTALLATION OF CARPORT

Section of North Bay Village Code from which the Applicant is Seeking Relief 152.027

Variance Requested NON USE VARIANCE FROM SECTION 152.0971 TO ALLOW A CARPORT TO ENCROACH THE SIDE YARD SETBACK

Reason for Request WE NEED TO ENLARGE THE CARPORT IN ORDER TO FIT 2 CARS. My wife has MYASTHENIA GRAVIS AND THE CAR GETS WAY TO HOT WHICH DEBILITATES HER AND FATIGUES HER VERY EASILY.

**APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL**

Mandatory Submittals (check that each item is included with this application):

- Plans depicting work to be completed (including property survey)
- Application fees - *Initial - \$100.*

Optional Submittals:

- Response to required findings
- Signed consent letters from neighboring property owners
- Optional plan versions for consideration by Village Commission

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.

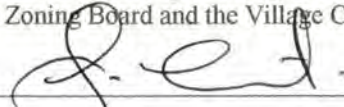
All requests for variances from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting a variance from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such a variance request.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), and FEMA regulations.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Authorized Signature 

Print Name JONATHAN CASTRO

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA  
COUNTY OF Miami-Dade

Sworn to and subscribed to before me this 16th day of May, 2017,

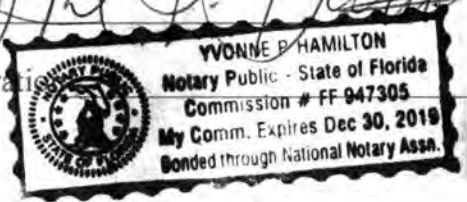
by Jonathan Castro

who is personally known to me or who has produced Fla. Driver License as identification.

Notary Public Signature

Commission Number/Expiration

*[Handwritten Signature]*



**APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED  
VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL**

**Office Use Only:**

Date Submitted: 5/16/17

Fee Paid: \$ 100.00

Tentative Meeting Date: 6/13/17

Cash or Check # 1207

Date Paid: 5/16/17





**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:** June 2, 2017

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

**FROM:** Frank K. Rollason  
Village Manager

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY JONATHAN CASTRO A NON-USE VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO PERMIT A 1.5 FOOT SIDE YARD SETBACK FOR THE INSTALLATION OF A NON-PERMANENT CARPORT AT 7520 MUTINY AVENUE, TREASURE ISLAND; NORTH BAY VILLAGE, FLORIDA, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY JONATHAN CASTRO A NON-USE VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO PERMIT A 1.5 FOOT SIDE YARD SETBACK FOR THE INSTALLATION OF A NON-PERMANENT CARPORT AT 7520 MUTINY AVENUE, TREASURE ISLAND; NORTH BAY VILLAGE, FLORIDA, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS**, Jonathan Castro has applied to North Bay Village for a Non-Use Variance to install a non-permanent carport at 7520 Mutiny Avenue, Treasure Island, in the RS-2, Single-Family Medium Density Residential Zoning District, North Bay Village, Florida, which would reduce the required 7.5 foot side-yard setback to 1.5 feet.

**WHEREAS**, Section 152.0971 and Section 152.102 of the Village Code set forth the authority of the Village Commission to consider and act upon an application for a variance.

**WHEREAS**, in accordance with Section 152.096 of the Village Code, a public hearing by the Village Commission was noticed for June 27, 2017 at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

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

**Section 1.      Recitals.**

The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2.      Findings.**

In accordance with Section 152.0971(B) of the Village Code, the Village Commission finds that:

- A. The Variance will be in harmony with the general appearance and character of the community.
- B. The Variance will not be injurious to the area involved or otherwise detrimental to the public welfare.
- C. The improvement is designed and arranged on the site in a manner that minimizes aerial and visual impact on the adjacent residences.

**Section 3. Grant.**

The Non-Use Variance requested to permit a 1.5 foot side-yard setback for the installation of a non-permanent carport at 7520 Mutiny Avenue is hereby granted.

**Section 4. Conditions.**

- 1. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
- 2. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
- 3. Authorization or issue of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

**Section 5. Appeal.**

In accordance with Section 152.104 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

**Section 6. Violation of Terms and Conditions.**

Failure to adhere to the approval terms and conditions contained in this shall be considered a violation of this Resolution and persons found violating the Resolution shall be subject to the penalties prescribed by the Village Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

**Section 7. Effective Date.**

This Resolution shall become effective upon its adoption.

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

**FINAL VOTE AT ADOPTION:**

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

PASSED and ADOPTED this \_\_\_\_ day of June 2017

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

**ATTEST:**

---

YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

---

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

North Bay Village Resolution: 7520 Mutiny Avenue Non-Permanent Carport.

May 16<sup>th</sup>, 2017

Application for Variance

7520 Mutiny Avenue, North Bay Village Florida 33141

To Whom It May Concern,

We are writing you this letter with hope of being able to proceed with the enlargement of our existing carport. We are Jonathan and Alexandra Castro from 7520 Mutiny Avenue. We have been in the Island for three years now and we absolutely love living here in North Bay Village. In the last three years, we saved up some money to remodel the front of our home. We will soon be applying for the permits to build a driveway and a perimeter fence. We were under the impression that we did not need a permit to enlarge our carport since we already had one, but we know now that we were wrong. For that we apologize. My wife Alexandra has a condition called Myasthenia Gravis that causes her to fatigue very easy. We were hoping to enlarge the carport in order to minimize the heat in the car when she gets in. It might not sound like much but something as easy as putting in our 4 year old Toddler and all the rest of the baby stuff in the car takes a lot out of a person that suffers from Myasthenia Gravis. Furthermore, we have seen several carports exactly or very similar to what we are doing in the Island. We promise that this carport will not be injurious to the area or detrimental to the public welfare and it will not minimize the visual impact on the adjacent residences as mentioned in the city code book. We hope that you can grant us your permission to move forward with the completion of our new carport so we can take the next step in our project and start our new driveway as well. Thank you and we look forward to hearing from you soon.

Best Regards,

Jonathan and Alexandra Castro

June 01, 2017

Carport for 7520 Mutiny Ave

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Thank you for your support.

"I have no objection to the new Carport at 7520 Mutiny Ave"

Name

Signature

Address

May 16<sup>th</sup>, 2017

Neighbor's Carport

Hello my name is Shani Kagan from 7524 Mutiny Avenue. I live next door to the Castro Family and I have absolutely no problem with the enlargement of their Carport. I think it looks really nice and it's an improvement to their home and to the image of our neighborhood. Please feel free to contact me if you have any questions.

Shani Kagan

A handwritten signature in blue ink that reads "Kagan". The signature is written over a horizontal line and includes a long, sweeping underline that extends to the left.

954-298-6213



## Yvonne Hamilton

---

**From:** Yvonne Hamilton  
**Sent:** Thursday, June 08, 2017 4:12 PM  
**To:** 'Jonathan castro'  
**Cc:** Connie Leon-Kreps; Andreana Jackson; ben@larueplanning.com; Eddie Lim; Jose Alvarez; Douglas N. Hornsby; Frank Rollason  
**Subject:** RE: Re: Expansion of Carport for 7520 Mutiny Avenue

Good afternoon Mr. Castro:

I apologize for any delay moving the meeting may have caused.  
The safety of your family is of the utmost concern to us.

Since the structure encroaches the setback, the Building Department is unable to grant approval prior to the Commission approving the Variance. I suggest that you secure the area until you can obtain the permit. The next meeting is scheduled for June 27, 2017 at which time your request will be considered.

As to the issue of the wooden fence, the Building Department could not locate an application or any information regarding a request by you for a fence permit.

If you wish to discuss the matter further, please fee to reach out to the Village Manager, Frank K. Rollason.

Sincerely,



*Yvonne P. Hamilton, CMC*  
*Village Clerk*  
*North Bay Village*  
*1666 Kennedy Causeway, #300*  
*North Bay Village, FL 33141*  
*Telephone (305) 756-7171*  
*Facsimile (305) 756-7722*  
[\*yvonne.hamilton@nbvillage.com\*](mailto:yvonne.hamilton@nbvillage.com)

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

From: Jonathan castro [mailto:jonathancastro1981@yahoo.com]  
Sent: Wednesday, June 07, 2017 4:59 PM  
To: Yvonne Hamilton  
Cc: Connie Leon-Kreps; Andreana Jackson; ben@larueplanning.com; Eddie Lim; Jose Alvarez; Douglas N. Hornsby  
Subject: Fw: Re: Expansion of Carport for 7520 Mutiny Avenue





Ordered By:

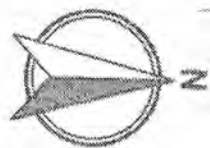
GORDO & ASSOCIATES, P.A.

LOT 11  
BLOCK 6

LOT 10  
BLOCK 6

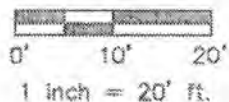
LOT 9  
BLOCK 6

N 01°37'08" W  
60.00' (R&M)



F.I.P. 1/2"  
(NO I.D.)

F.I.P. 1/2"  
(NO I.D.)



LOT 20  
BLOCK 6

S 88°41'24" W  
119.00' (R&M)

ONE STORY CBS  
RESIDENCE  
# 7520

LOT 22  
BLOCK 6

119.00' (R&M)  
S 88°41'24" W

B.C.  
F.I.P. 1/2"  
(NO I.D.)

F.I.P. 1/2"  
300.00' (NO I.D.)

F.I.P. 1/2"  
(NO I.D.)

5' CSW. 60.00' (R&M)

N 01°37'08" W  
50' RIGHT-OF-WAY (BY PLAT),  
36± ASPHALT PAVEMENT

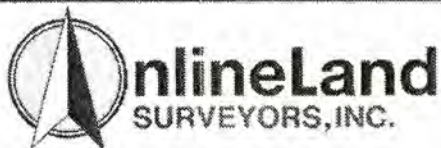
MUTINY AVENUE

**Notes:**

NO VISIBLE ENCROACHMENTS ON THIS PROPERTY.

**MAP OF BOUNDARY SURVEY**

Property Address:  
7520 MUTINY AVENUE  
NORTH BAY VILLAGE, FL 33141



7925 Coral Way  
Miami, FL 33155-6524  
www.OnlineLandSurveyors.Com

**SURVEYOR'S CERTIFICATION:** I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THIS COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.007, FLORIDA STATUTES.



SIGNED \_\_\_\_\_ FOR THE FIRM  
**FERNANDO V. GOMEZ**  
STATE OF FLORIDA P.S.M. No. 5259

NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR THE SIGNATURE AND/OR THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY FERNANDO V. GOMEZ P.S.M. NO. 5259 ON THE SURVEY DATE NOTED HEREON.



## North Bay Village

Administrative Offices

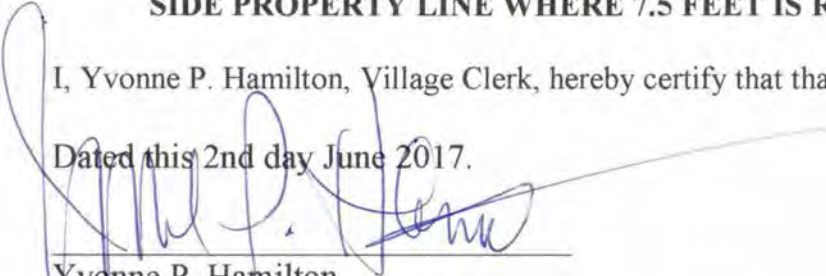
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

**RE: AN APPLICATION BY JONATHAN CASTRO, PROPERTY OWNER OF 7520 MUTINY AVENUE, FOR A VARIANCE UNDER SECTION 152.0971 OF THE VILLAGE CODE, FROM THE STRICT APPLICATION OF SECTION 152.027, TO ERECT A CARPORT, WHICH WILL BE 1.5 FEET FROM THE NORTH SIDE PROPERTY LINE WHERE 7.5 FEET IS REQUIRED.**

I, Yvonne P. Hamilton, Village Clerk, hereby certify that that the petition filed hereto is correct.

Dated this 2nd day June 2017.

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

(North Bay Village Commission Meeting – June 27, 2017)

Mayor  
Connie Leon-Kreps

Commissioner  
Jose Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson

Commissioner  
Eddie Lim



**North Bay Village**

Administrative Offices

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

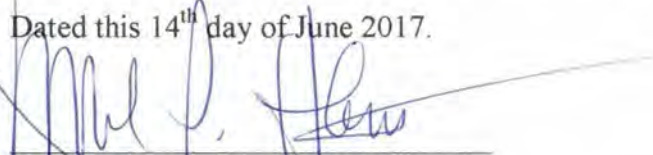
Tel: (305) 756-7171 Fax: (305) 756-7722 Website:

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**RE: AN APPLICATION BY JONATHAN CASTRO, PROPERTY OWNER OF 7520 MUTINY AVENUE, FOR A VARIANCE UNDER SECTION 152.0971 OF THE VILLAGE CODE, FROM THE STRICT APPLICATION OF SECTION 152.027, TO ERECT A CARPORT, WHICH WILL BE 1.5 FEET FROM THE NORTH SIDE PROPERTY LINE WHERE 7.5 FEET IS REQUIRED.**

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on June 27, 2017 was posted at the above-referenced property on June 8, 2017.

Dated this 14<sup>th</sup> day of June 2017.

  
Yvonne P. Hamilton, CMC  
Village Clerk

(North Bay Village Commission Meeting – June 27, 2017)

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson



**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)

**RE: AN APPLICATION BY JONATHAN CASTRO, PROPERTY OWNER OF 7520 MUTINY AVENUE, FOR A VARIANCE UNDER SECTION 152.0971 OF THE VILLAGE CODE, FROM THE STRICT APPLICATION OF SECTION 152.027, TO ERECT A CARPORT, WHICH WILL BE 1.5 FEET FROM THE NORTH SIDE PROPERTY LINE WHERE 7.5 FEET IS REQUIRED.**

I, Yvonne P. Hamilton, Village Clerk, hereby certify that the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request pursuant to Section 152.096(A)(2) of the North Bay Village Code of Ordinances on May 14, 2017.

Dated this 14th day of June 2017.

  
Yvonne P. Hamilton, CMC  
Village Clerk

(North Bay Village Commission Meeting - June 27, 2017)

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson



**NORTH BAY VILLAGE**  
**NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, JUNE 27, 2017** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUEST:

1. AN APPLICATION BY JONATHAN CASTRO, PROPERTY OWNER OF 7520 MUTINY AVENUE, FOR A VARIANCE UNDER SECTION 152.0971 OF THE VILLAGE CODE, FROM THE STRICT APPLICATION OF SECTION 152.027, TO ERECT A CARPORT, WHICH WILL BE 1.5 FEET FROM THE NORTH SIDE PROPERTY LINE WHERE 7.5 FEET IS REQUIRED.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

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

YVONNE P. HAMILTON, CMC  
VILLAGE CLERK



Owner/Occupant  
7529 Cutlass Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7525 Cutlass Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7521 Cutlass Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7517 Cutlass Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7513 Cutlass Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
1671 South Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
7504 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7508 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7512 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7516 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7520 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7524 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7528 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7532 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7536 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7540 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7537 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7533 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7525 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7521 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7517 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7513 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7509 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7505 Hispanola Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
1721 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
1510 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
7504 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7508 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7512 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7516 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7520 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7524 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7528 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7532 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7536 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7540 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7541 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7537 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7533 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7529 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7525 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7521 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7517 Mutiny Avenue  
N. Bay Village, FL 33141

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N. Bay Village, FL 33141

Owner/Occupant  
7509 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7505 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
1741 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
7508 Mutiny Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
1771 S. Treasure Drive  
N. Bay Village, FL 33141

Owner/Occupant  
7504 Jewel Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7508 Jewel Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7512 Jewel Avenue  
N. Bay Village, FL 33141

Owner/Occupant  
7516 Jewel Avenue  
N. Bay Village, FL 33141



**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, JUNE 27, 2017** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ITEMS:

1. AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.
2. AN APPLICATION BY JONATHAN CASTRO, PROPERTY OWNER OF 7520 MUTINY AVENUE, FOR A VARIANCE UNDER SECTION 152.0971 OF THE VILLAGE CODE, FROM THE STRICT APPLICATION OF SECTION 152.027, TO ERECT A CARPORT, WHICH WILL BE 1.5 FEET FROM THE NORTH SIDE PROPERTY LINE WHERE 7.5 FEET IS REQUIRED.
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE TEXT OF THE COASTAL MANAGEMENT ELEMENT; REVISING THE COASTAL HIGH HAZARD AREA MAP, AS MANDATED BY FLORIDA STATUTES 163.3178(F); IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163; FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(First Reading)*
4. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152 - ZONING, OF THE CODE OF ORDINANCES OF NORTH BAY VILLAGE TO ALLOW THE VILLAGE MANAGER TO DENY LICENSES TO PRIOR VIOLATORS AND TO PROHIBIT ADVERTISING OF UNLICENSED VACATION RENTALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. *(First Reading)*
5. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151 OF THE VILLAGE CODE, ENTITLED "BUILDINGS" BY AMENDING SECTION 151.11 TO REQUIRE CONDOMINIUM ASSOCIATION APPROVAL FOR WORK PERFORMED INSIDE A CONDOMINIUM UNIT; PROVIDING FOR SEVERABILITY; CONFLICT; INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. *(Second Reading)*
6. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, REPEALING ALL CHAPTERS OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING CHAPTER 1 GENERAL PROVISIONS, CHAPTER 2 ADMINISTRATIVE AND LEGISLATIVE PROCEDURES, CHAPTER 3 LAND USE, CHAPTER 4 CONSISTENCY AND CONCURRENCY DETERMINATIONS, CHAPTER 5 DESIGN STANDARDS AND CHAPTER 6 FLOOD DAMAGE PREVENTION; REPEALING APPENDICES OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING APPENDIX A APPLICATIONS, APPENDIX B BUILDING PERMIT APPLICATION, APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER, APPENDIX D SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE, APPENDIX E CLASS I COASTAL CONSTRUCTION PERMIT APPLICATION, APPENDIX H FLOOD CONTROL; REPEALING LAND DEVELOPMENT CODE COMPARATIVE TABLE OF ORDINANCES, REPEALING CHAPTERS OF THE VILLAGE CODE OF ORDINANCES INCLUDING CHAPTER 152 ZONING AND CHAPTER 155 DESIGN GUIDELINE STANDARDS; REPEALING APPENDIX B OF THE VILLAGE CODE OF ORDINANCES ENTITLED SIGN ILLUSTRATION; ADOPTING A NEW UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER 1 GENERAL, CHAPTER 2 RELATIONSHIP TO THE COMPREHENSIVE PLAN, CHAPTER 3 DEFINITIONS, CHAPTER 4 ADMINISTRATION AND ENFORCEMENT, CHAPTER 5 PERMITS AND DEVELOPMENT APPROVALS, CHAPTER 6 NONCONFORMITIES, CHAPTER 7 VARIANCES, CHAPTER 8 ZONING, CHAPTER 9 GENERAL SITE DESIGN STANDARDS, CHAPTER 10 FLOOD DAMAGE PREVENTION, CHAPTER 11 SIGNS, CHAPTER 12 ADULT ENTERTAINMENT, CHAPTER 13 VACATION RENTAL LICENSE PROGRAM, CHAPTER 14 MARIJUANA DISPENSARIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Second Reading)*

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

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

YVONNE P. HAMILTON, CMC  
VILLAGE CLERK

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151 OF THE VILLAGE CODE ENTITLED "BUILDINGS" BY AMENDING SECTION 151.11 TO REQUIRE CONDOMINIUM ASSOCIATION APPROVAL FOR WORK PERFORMED INSIDE A CONDOMINIUM UNIT; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

**WHEREAS**, the Village Commission desires to require a condominium resident who seeks to perform work in his/her unit to first obtain approval from the Condominium Association prior to obtaining a building permit; and

**WHEREAS**, the Village Commission feels that requiring the Condominium Association's approval is in the best interest of the North Bay Village residents.

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

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

**Section 2. Code Amendment.** Chapter 151 of the North Bay Village Code of Ordinances, "Building" is hereby amended by revising Section 151.11(A) as indicated by underlining.

**Section 151.11**

**§ 151.11 - Permits; fees.**

(A)

No person shall erect or construct, or proceed with the erection or construction of any building or structure, nor add to, enlarge, move, improve, alter, convert, extend or demolish any building or structure, where the cost of the work is more than \$500.00 without first obtaining a building permit.

Exception: Any construction activities, regardless of the value, that includes structural, electrical, plumbing, or mechanical work shall require a permit.

A person who seeks to obtain a building permit to perform work in a condominium unit must provide the Village with a signed letter from the unit's Condominium Association approving the work sought to be performed in order to obtain a permit.

An applicant for a building permit shall tender a non-refundable permit fee in the amount of \$125.00 with the application. The minimum permit fee shall be \$125.00.

When the base permit fee exceeds \$400.00, there shall be imposed a nonrefundable plan review fee equal to one-third of the base building permit fee (including electrical, plumbing, and mechanical) paid at the time of submittal of the building permit application. This fee shall be applied to the total fees at the time of issuance of the building permit. Should a building permit not be issued, this fee shall not be refunded.

An additional plan review fee in the amount of \$125.00 per hour or the actual cost of engineering services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the structural engineering review mandated by Miami-Dade County.

An additional plan review fee in the amount of \$125.00 per hour or the actual cost of zoning services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the zoning review mandated by the Village Code.

These fees shall be paid by the contractor or owner to the Village prior to the issuance of a permit and shall, if not paid, constitute a lien upon the property for which a building permit is sought. These fees shall be due and payable without regard to whether or not a permit is issued by the Building Department.

If the applicant has not picked up the resulting building permit within 90 days of receipt of notice from the Village that the application is approved and ready for pick up, then the Village may close the application out and maintain the proper records as required by Florida Statutes. An applicant wishing to receive a permit after the 90-day period must reapply with a new application. There shall be no refund of any prior payments or fees if the application has expired.

For purposes of determining the permit fee, the value of the work to be performed under the permit shall be determined as follows:

(1)

For new construction of and additions to the Florida Building Code occupancies the construction value of the work shall be the current values established by the Miami-Dade Board of County Commission

(2)

For miscellaneous permit activity not otherwise provided for in this section, including but not limited to repair, or alterations, or changes to electrical service, the value of the work shall be the actual value of such work as determined by the applicant and approved by the Building Official. The applicant shall be responsible for accurate reporting of the value of the work, and the reported value shall be subject to review and verification by the Building Official.

- (1)  
New buildings and/or additions including, but not limited to, residential, mixed-use residential, residential/office, mixed-use office, institutional, educational, hotels, and condo-hotels:  
Permit fee shall be the square footage times \$1.00, plus additional fees for electrical, plumbing, and mechanical and sign permits as listed herein.  
Minimum fee ..... \$125.00
- (2)  
New commercial construction:  
Permit fee shall be the square footage times \$0.75 plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.  
Minimum fee ..... 125.00
- (3)  
New industrial construction:  
Storage and industrial use of Group I & S (Florida Building Code) occupancies:
  - a.  
Permit fee shall be the square footage times \$0.75 plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.
  - b.  
Minimum fee ..... 125.00
- (4)  
New parking garage or warehouses:  
Permit fee shall be the square footage times \$0.75 plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.  
Minimum fee ..... 125.00
- (5)  
New construction other than as specified herein(water towers, pylons, bulk storage tank foundations, sea walls, bulkheads, docks and similar construction):  
Permit fee shall be \$100.00 for the first 100 square feet plus \$12.00 for each additional 100 square feet plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.  
Minimum fee ..... 125.00
- (6)  
New metal-wood and/or prefab storage sheds:  
Permit fee shall be \$75.00 for the first 100 square feet plus \$10.00 for each additional 100 square feet plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.

Minimum fee ..... 125.00

Note: The following fees shall apply to building permits only and shall not include fees for plumbing, electrical, or mechanical installation.

(7)

Alterations, remodeling and repairs to building and other structures:

Single-family homes, duplexes, and areas within a residential condominium unit:

Permit fee shall be estimated value times 1.5 percent.

Minimum fee ..... 125.00

Multifamily residential:

Permit fee shall be estimated value times 1.5 percent.

Minimum fee ..... 125.00

Commercial occupancy:

Permit fee shall be estimated value times 3.0 percent.

Minimum fee ..... 125.00

Storage and industrial use of Group E & F, Florida Building Code, S & I, Florida Building Code occupancies:

Permit fee shall be estimated value times 3.0 percent.

Minimum fee ..... 125.00

Repairs to fire damaged structures (all occupancy):

Permit fee shall be estimated value times 3.0 percent.

Minimum fee ..... 125.00

Painting of single-family homes, duplexes:

Permit fee shall be estimated value  $\times$  2.5 percent.

Minimum fee ..... 125.00

(8)

Installation of exterior operable windows and exterior sliding glass door in new buildings or additions exceeding two stories in height, and the installation, alteration and repair of such windows and doors in existing buildings of any height, as follows:

New installation or replacement:

Permit fee shall be estimated value  $\times$  5.0 percent.

Permit fee if the building is included in a master building permit issued by the Village: Estimated value  $\times$  3.0 percent.

Minimum fee ..... 125.00

(9)

Painting of multi-family, commercial and industrial buildings:

Permit fee shall be estimated value  $\times$  5.0 percent.

Permit fee if the building is included in a master building permit issued by the Village: Estimated value  $\times$  3.0 percent.

Minimum fee ..... 125.00

(10)

Painting of single-family dwellings, duplexes:

Permit fee shall be estimated value  $\times$  2.5 percent.

Minimum fee ..... 125.00

(11)

Curtain walls including windows and doors therein:

Permit fee shall be estimated value  $\times$  5.0 percent.

Permit fee if the building is included in a master building permit issued by the Village: Estimated value  $\times$  3.0 percent.

Minimum fee ..... 125.00

(12)

Roofs (including re-roofing):

Permit fee shall be estimated value  $\times$  5.0 percent.

Permit fee if the building is included in a master building permit issued by the Village: Estimated value  $\times$  3.0 percent.

Minimum fee ..... 125.00

(13)

Reserved.

(14)

Utility buildings: Pre-fab or built on site:

Minimum fee ..... 125.00

(15)

Storm shutters:

Permit fee shall be estimated value  $\times$  5.0 percent.



Minimum fee ..... 125.00

(16)

Awnings, canopies, residential patios or carports (with Fire Bureau approval):  
Permit fee shall be:

First seven awnings ..... 75.00

Each additional awning ..... 7.00

Canopy ..... 75.00

Minimum fee ..... 125.00

(17)

Building moving or other structures:

For each 100 square feet or fractional part thereof ..... 20.00

Minimum fee ..... 250.00

(18)

Construction trailer and sales model:

Each trailer ..... 250.00

(19)

Fences and/or walls (multi-family dwellings, commercial, and industrial buildings):

Permit fee shall be estimated value  $\times$  5.0 percent.

Minimum fee ..... 125.00

Fences and/or walls (single-family dwellings and duplexes):

Permit fee shall be estimated value  $\times$  5.0 percent

Minimum fee ..... 125.00

Fence located on public property:

Permit fee, for first 50 feet, plus \$20.00 for each additional 50 feet or a fraction thereof ..... 100.00

Minimum fee ..... 125.00

(20)

Demolitions:

Permit fee shall be estimated value  $\times$  5.0 percent

Minimum fee ..... 125.00

- (a) Construction dumpsters (containers for the placement of construction debris shall not be placed within the public right-of-way without prior authorization by the Building & Zoning Department). Violation of this section shall be governed by Chapter 153 of the Village Code.

Construction dumpsters:

Permit fee ..... 100.00

(21)

Sandblasting:

Permit fee for each single-family residence ..... 125.00

All other structures ..... 125.00

(22)

All paving in connection with residential or commercial work including concrete drives:

Permit fee shall be estimated value  $\times$  5.0 percent.

Permit fee if the building is included in a master building permit issued by the Village: Estimated value  $\times$  3.0 percent.

Minimum fee ..... 125.00

(23)

Asphalt resurfacing (restriping):

Permit fee shall be estimated value  $\times$  3.0 percent.

Minimum fee ..... 125.00

(24)

Concrete slabs:

Permit fee shall be estimated value  $\times$  5.0 percent.

Permit fee if the building is included in a master building permit issued by the Village: Estimated value  $\times$  3.0 percent.

Minimum fee ..... 125.00

(25)

Job site lost permit card replacement ..... 50.00

(26)

Certificate of occupancy, temporary or final (required or requested), permit fee per unit ..... 180.00

(27)

Certificate of completion, temporary or final ..... 180.00

- (28)  
Elevators, escalators and other transporting devices:  
Each unit for each story or ten feet measured vertically at \$10.00 each, minimum fee  
..... 125.00
- (29)  
Decibel meter reading to determine sound level of mechanical equipment  
Prepaid fee, per site visit or event ..... 125.00
- (30)  
Air conditioning and refrigeration, including relocation of equipment:  
Mechanical permit fee shall be estimated value  $\times$  5.0 percent.  
  
Permit fee if the building is included in a master building permit issued by the  
Village: Estimated value  $\times$  3.0 percent.  
  
Minimum fee ..... 125.00
- (31)  
Land clearing:  
Each 5,000 square feet of area or fraction thereof ..... 125.00  
  
Permit fee minimum ..... 125.00
- (32)  
Soil solidification in any form:  
First \$1,000.00 value of work ..... 75.00  
  
For each additional \$1,000.00 value of work ..... 10.00  
  
Minimum fee ..... 125.00
- (33)  
Solar energy systems:  
See electrical and plumbing fee schedules.
- (34)  
Swimming pools (with maximum three-foot deck perimeter):  
Up to 16,000 gallons ..... 125.00  
  
Each 1,000 gallons in excess ..... 5.00  
  
Portable above ground, minimum fee ..... 60.00  
  
Pool piping (see plumbing fee schedule).  
  
Pool heaters (see plumbing fee schedule).

Note: Larger decks than those above, see subsection (2), fee schedule.

(35)

Signs (including all interior signs visible from exterior of premises occupied such as shopping centers and malls):

(a)

Ground signs (including internal, directional signs, such as parking area, etc., on private property) ..... 125.00

(b)

Projecting signs ..... 125.00

(c)

Flat signs ..... 125.00

(d)

Painted on wall signs ..... 125.00

(e)

Temporary signs ..... 125.00

(f)

Any change or alteration of approved existing sign, such as metal box, copy lettering, new message, repair, etc., (not including removable letters) to be 60 percent of fee for new sign of same type or category. Permit fee ..... 125.00

(g)

Repaint of existing message, minimum fee ..... 40.00

(36)

Banner signs:

Permit fee, for the initial permit plus \$60.00 for each renewal ..... 125.00

(37)

Store front signs:

Permit fee ..... 125.00

(38)

Fee for re-inspection (structural):

Fee for visual re-inspection of existing buildings, \$60.00 per half hour, per inspection.

(a)

Improvements to property and installations not specified above shall be based on subsection (2), fee schedule.

(b)

Failure of licensed contractor to request final inspection when work completed shall subject said contractor to payment of fee of \$75.00 prior to issuance of further permits.

(c)

For any other building or structural work not mentioned above the fees required by this chapter or any other ordinance of the Village shall be paid, and all requirements of this chapter and any other ordinance shall be enforced by the inspectors specifically charged with such enforcement, or by the Village employee designated by the Building Official, if not otherwise specifically provided for. The fees shall include payment for the permit and for inspection of the work, after the same shall have been completed. If the Building Inspector shall, upon his inspection, after completion of the work or apparatus, find that the same does not conform to and comply with the provisions of this chapter, he shall notify the contractor or owner indicating the corrections required; and when he shall be notified that the corrections have been made, he shall inspect the work or apparatus at a charge of \$125.00 for each re-inspection due to any one of the following reasons:

1.

Wrong address.

2.

Condemned work resulting from faulty construction.

3.

Repairs or corrections not made when inspection is called.

4.

Work not ready for inspection when called.

(d)

The payment for re-inspection fees, correction of workmanship or violations, shall be made before any further permits will be issued to the person responsible for or owing same.

(e)

No permit will be required for general maintenance or repairs which do not change the occupancy, and value of which is less than \$500.00 in labor and materials. No permit is required for the construction or repair of any roof covering if less than 200 square feet in area.

(39)

Filming.

Purpose and objectives.

(a)

*Definitions.* For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

*Film or filming* means any and all still, live or motion picture productions whether made on or by film, electronic tape or any other electronic device used to produce theatrical motion pictures, television entertainment motion pictures, industrial motion pictures, television commercials or print media. Filming shall include the erection and dismantling of the equipment associated therewith.

*Permit* means a permit issued by the Village in accordance with the terms of this article.

*Village Manager* means the Village Manager or authorized designee.

(b)

*Applicability of article.* This article shall apply to all the lands within the Village's jurisdiction, whether public or private.

(c)

*Permits.*

1.

Permit required; display. No person shall film within the Village without first applying for and obtaining a permit from the Village Manager. All permits shall be conspicuously displayed at the filming location.

2.

Permit application. Applications for a permit:

i.

Shall be on the form provided by the Village.

ii.

Shall identify the applicant.

iii.

Shall identify the locations where filming is going to be conducted. If the applicant is the owner of the property where filming is going to be conducted, the city shall require proof of ownership, such as the deed, or if applicant is not the owner, then the Village shall require the owner's sworn consent to the filming and proof of ownership.

iv.

Shall require that the applicant provide evidence of public liability insurance in the minimum amount of \$1,000,000.00 or as otherwise established by the Village. All insurance policies shall name the Village as additional insured.

v.

Shall include a parking plan for automobiles, trucks and other vehicles connected with the filming.

vi.

Shall include a site plan for the locations where filming will be conducted.

vii.

May, at the discretion of the Village Manager, require that the applicant post a cash bond to be determined by the Village Manager and be held by the Village to be used, if necessary, to repair damage to public property caused by the filming.

3. Limitations on permits. Permits issued by the Village shall be subject to the following:
    - i. No filming shall be permitted from 11:00 p.m. to 7:00 a.m.
    - ii. Other limitations as specified by the Village Manager depending on the location and type of filming such as, requiring off-duty police officers to be present during filming.
  4. Permit fees. A permit fee in the amount of \$200.00 per day shall be due and payable at the time of permit application. Permit fees shall be doubled for all filming, which is done without first obtaining a permit. The additional fee shall be imposed as a penalty.
  5. Permit criteria. A filming permit shall be granted unless the Village Manager finds that the proposed filming:
    - i. Unduly impedes governmental business or public access;
    - ii. Conflicts with previously scheduled activities; or
    - iii. Imperils public safety.
- (d) *Notice to property owners prior to filming.* Forty-eight hours prior to commencing any permitted filming, the permit holder shall notify in writing all property owners within 300 feet of the filming location. The notice to owners shall include but not be limited to the location, date, hours and subject matter of the filming.
- (e) *Penalty for violation of article.* Any person who violates the provisions of this article shall be subject to a \$500.00 fine and revocation of the permit.
- (f) *Exemptions from article.* The following shall be exempt from the provisions of this article:
  1. Individuals filming or videotaping only for their own personal or family use.

2. Employees of print or electronic news media when filming ongoing news events. This exception shall not apply to simulations or reenactments orchestrated by print or electronic news media.
3. Indoor motion picture studios.
4. Governmental agencies or instrumentalities including, but not limited to, a news service created or established by the United States Information Agency, if Village Manager receives notification prior to filming.

(g)

*Variations from provisions of article.* Upon application to the Village Commission, variances may be granted from the terms of this article, provided that:

1. Signatures indicating consent have been obtained from all of the owners of property located within 300 feet of the filming location;
2. A finding is made by the Village Commission that the variance will not be injurious to the area involved or otherwise detrimental to the public welfare; and
3. The filming proposed to be done as a result of the variance will be conducted in accordance with all standards in this article other than those for which a variance is being granted.

(h)

*Appeals.* Any person aggrieved by the terms of a permit issued by the Village Manager, by the decision not to issue a permit, by the revocation of a permit or by the denial of a variance may, within ten days of the decision, appeal to the Village Commission, whose decision shall be final.

1. Wrong address.
2. Condemned work resulting from faulty construction.
3. Repairs or corrections not made when inspection is called.
4. Work not ready for inspection when called.

(40)

Reserved.

(41)

Plumbing permits and fees; sewer permits and fees:



Plumbing permit fee shall be estimated value  $\times$  5.0 percent.

Permit fee if the building is included in a master building permit issued by the Village: Estimated value  $\times$  3.0 percent.

Minimum fee ..... 125.00

Failure of licensed contractor to request final inspection will subject said contractor to payment of ..... 125.00

(42)

Solar heating systems and designs:

Fee computed as per building fee schedule, subsection (4).

Note: Due to many variable designs and applications a separate electrical permit may be required.

(43)

Inspections of structural plumbing, electrical components are required during work for final approval of installation.

When an incomplete or incorrect plat as regards ownership or location of a building is handed to the Inspector of Plumbing, he shall charge a fee for making the correction or completion of the information ..... 125.00

(43.1)

Inspections conducted after normal working hours:

A.

Monday through Friday from 8:00 a.m. through 5:00 p.m., per hour ..... 100.00

With a two-hour minimum fee of ..... 200.00

B.

Weekends (Saturdays and Sundays) and holidays, per hour ..... 100.00

With a minimum three hour fee of ..... 300.00

C.

Same day re-inspection fee, per hour ..... 60.00

During normal working hours, with a two-hour minimum fee of ..... 120.00

D.

Re-inspection fee for next inspection cycle, per hour ..... 75.00

With a one hour minimum fee of ..... 75.00.

(44)

Gas permits and fees (see fee schedule above for plumbing permit fees):

(a)

Gas permits (new work or remodeling) each outlet ..... 10.00

- (b) Gas piping per appliance ..... 5.00
- (c) Where appliances are removed and reset on the same outlet ..... 25.00
- (d) The payment of re-inspection fees, corrections not being ready, or violations is the same as the building fee schedule requirements ..... 75.00
- (e) Fee for visual re-inspection of existing gas systems ..... 75.00
- (f) Failure of licensed contractor to request final inspection will subject said contractor to payment of a \$75.00 fee prior to the issuance of further permits.

(45)

Electrical permits and fees. Any person desiring an electrical permit to be issued as required shall, in addition to filing an application therefore, and before such permit is issued, pay a permit fee in accordance with the following schedule.

Electrical permit fee shall be estimated value  $\times$  5.0 percent.

Permit fee if the building is included in a master building permit issued by the Village: Estimated value  $\times$  3.0 percent.

Minimum fee ..... 125.00

(a)

Miscellaneous permits:

1.

Giving permission to do temporary work or to do general repairs to radio or television transmitting or receiving stations, picture shows, movie sets, carnivals, circuses, road shows, or similar organizations (permits shall be procured by licensed and qualified electrician who shall supervise installation of all electrical systems). Permit fee ..... 125.00

2.

Permit fees shall include payment for the permit and for inspection of work, after the same shall have been completed. If the Electrical Inspector shall, upon his inspection, after completion of the work or apparatus, find that the same does not conform to and comply with the provisions of this chapter, he shall notify the master electrician, indicating the corrections required; and when he shall be notified that the corrections have been made, he shall again inspect the work or apparatus without further charge; but when a third inspection trip or more, is necessary due to any one of the following reasons, a charge of \$75.00 per trip shall be made for each trip over two:

Wrong address;

Condemned work, resulting from faulty construction;

Repairs or corrections not made when inspection is called;

Work not ready for inspection when called.

(46)

The following fees shall be charged in addition to the permit fees set forth above:

A.

Updating of the information technology system: A surcharge fee equal to five percent of the Total Permit Fees shall be charged for the development, maintenance and updating of an information technology system. This fee will be deposited into an enterprise account to support the information technology system for the Building and Zoning Department.

Minimum fee ..... 5.00

Maximum fee ..... 500.00

B.

Document preservation fee to microfilm and maintain record of all building plans for future use

Pages up to 8.5" × 14", per page ..... 0.25

Pages larger than 8.5" × 14", per page ..... 1.00

Maximum fee ..... 500.00

C.

Weekend or after hours work fee: Conducting construction work after 5:30 p.m. on Saturdays, per day upon approval by Village Manager. No work allowed on Sundays ..... 250.00

D.

Public right-of-way use fee:

Temporary crane, trailer, or truck on the right-of-way:

For the first five days ..... 150.00

Plus an additional \$150.00 for every five days or a fraction thereof.

E.

Temporary use of public property:

Temporary public right-of-way usage for 30 days.

\$100.00 for the first 50 square feet of Right Of Way (R-O-W) used, plus \$10.00 for each additional square feet for each 30-day usage or any portion of the 30-day period. The right-of-way usage permit shall be issued for a maximum of 30 days. A new permit will be issued with the appropriate fees charged after the expiration date.

(B)

A permit shall expire and become null and void if the work authorized by the permit is not commenced within 180 days from the date of issuance of the permit or if the work when commenced is suspended or abandoned at any time for a period of 180 days.

Work shall be considered to have commenced and be in active progress when, in the opinion of the Building Official a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the structure throughout the day on each full working day, weather permitting, until the structure is completed.

Such work on only one day or testing, shall not be considered commencement of work. If the work covered by the permit has not commenced, or has been commenced and been suspended or abandoned, the Building Official may extend such permit for a single period of 180 days from the date of expiration of the initial permit if request for extension is made and received by the city prior to the expiration date of the initial permit. If the work covered by the permit has commenced, is in progress, has not been completed and is being carried on progressively in a substantial manner in accordance with the definition set forth herein, the permit shall be in effect until completion of the job.

If work has commenced and the permit becomes null and void or expires because of a lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work. If a new building permit is not obtained within 180 days from the date the initial permit became null and void, the Building Official shall require that any work which has been commenced or completed be removed from the building site; or he may issue a new permit, on application, providing the working place and requirements to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and regulations which may have become effective between the date of expiration and the date of issuance of the new permit. The fee for renewal, re-issuance and extension of permit shall be:

(1)

Within six months of the expiration date, the fee will be 50 percent of the original base permit fee plus a \$125.00 processing fee.

(2)

After six months of the expiration date, the fee will be 100 percent of the original base permit fees plus a \$125.00 processing fee.

(3)

Extension of a permit before the expiration date, the fee will be \$125.00.

**Section 3. Severability.** If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

**Section 4. Conflict.** All sections or parts of sections of the North Bay Village Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

**Section 5. Inclusion in the Code of Ordinances.** It is the intention of the Commission of North Bay Village, Florida; and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the North Bay Village Code of Ordinances; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

**Section 6. Effective Date.** This Ordinance shall be effective upon final adoption on second reading.

The foregoing Ordinance was offered by Mayor Connie Leon Kreps, who moved for its approval on first reading. This motion was seconded by Commissioner Andreana Jackson, and upon being put to a vote, the vote was as follows:

**THE VOTES WERE AS FOLLOWS:**

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>No</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Dr. Douglas Hornsby	<u>Yes</u>
Commissioner Andreana Jackson	<u>No</u>

The foregoing Ordinance was offered by \_\_\_\_\_, who moved for its enactment. This motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

**FINAL VOTE ON ADOPTION:**

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

**PASSED AND ENACTED** by the Commission of North Bay Village this \_\_\_\_ day of \_\_\_\_\_ 2017.

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

**ATTEST:**

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**Yvonne Hamilton, CMC, Village Clerk**

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

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

North Bay Village Ordinance: Requiring Condominium Approval prior to the issuance of Building Permits.



**North Bay Village**

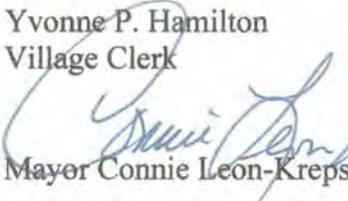
Administrative Offices

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:** March 7, 2017  
**TO:** Yvonne P. Hamilton  
Village Clerk  
**FROM:**   
Mayor Connie Leon-Kreps  
**SUBJECT:** Introduction of Resolution

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151, ENTITLED "BUILDINGS" BY AMENDING SECTION 151.11 TO REQUIRE CONDOMINIUM ASSOCIATION APPROVAL FOR WORK PERFORMED INSIDE A CONDOMINIUM UNIT; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE.**

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

CLK:yph

Mayor  
**Connie Leon-Kreps**

Vice Mayor  
**Eddie Lim**

Commissioner  
**Jose R. Alvarez**

Commissioner  
**Dr. Douglas N. Hornsby**

Commissioner  
**Andreana Jackson**



**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, JUNE 27, 2017** AT 7:30 P.M.. OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ITEMS:

1. AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.
2. AN APPLICATION BY JONATHAN CASTRO, PROPERTY OWNER OF 7520 MUTINY AVENUE, FOR A VARIANCE UNDER SECTION 152.0971 OF THE VILLAGE CODE, FROM THE STRICT APPLICATION OF SECTION 152.027, TO ERECT A CARPORT, WHICH WILL BE 1.5 FEET FROM THE NORTH SIDE PROPERTY LINE WHERE 7.5 FEET IS REQUIRED.
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE TEXT OF THE COASTAL MANAGEMENT ELEMENT; REVISING THE COASTAL HIGH HAZARD AREA MAP, AS MANDATED BY FLORIDA STATUTES 163.3178(F); IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163; FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.  
*(First Reading)*
4. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152 - ZONING, OF THE CODE OF ORDINANCES OF NORTH BAY VILLAGE TO ALLOW THE VILLAGE MANAGER TO DENY LICENSES TO PRIOR VIOLATORS AND TO PROHIBIT ADVERTISING OF UNLICENSED VACATION RENTALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. *(First Reading)*
5. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151 OF THE VILLAGE CODE, ENTITLED "BUILDINGS" BY AMENDING SECTION 151.11 TO REQUIRE CONDOMINIUM ASSOCIATION APPROVAL FOR WORK PERFORMED INSIDE A CONDOMINIUM UNIT; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. *(Second Reading)*
6. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, REPEALING ALL CHAPTERS OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING CHAPTER 1 GENERAL PROVISIONS, CHAPTER 2 ADMINISTRATIVE AND LEGISLATIVE PROCEDURES, CHAPTER 3 LAND USE, CHAPTER 4 CONSISTENCY AND CONCURRENCY DETERMINATIONS, CHAPTER 5 DESIGN STANDARDS AND CHAPTER 6 FLOOD DAMAGE PREVENTION; REPEALING APPENDICES OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING APPENDIX A APPLICATIONS, APPENDIX B BUILDING PERMIT APPLICATION, APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER, APPENDIX D SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE, APPENDIX E CLASS I COASTAL CONSTRUCTION PERMIT APPLICATION, APPENDIX H FLOOD CONTROL; REPEALING LAND DEVELOPMENT CODE COMPARATIVE TABLE OF ORDINANCES, REPEALING CHAPTERS OF THE VILLAGE CODE OF ORDINANCES INCLUDING CHAPTER 152 ZONING AND CHAPTER 155 DESIGN GUIDELINE STANDARDS; REPEALING APPENDIX B OF THE VILLAGE CODE OF ORDINANCES ENTITLED SIGN ILLUSTRATION; ADOPTING A NEW UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER 1 GENERAL, CHAPTER 2 RELATIONSHIP TO THE COMPREHENSIVE PLAN, CHAPTER 3 DEFINITIONS, CHAPTER 4 ADMINISTRATION AND ENFORCEMENT, CHAPTER 5 PERMITS AND DEVELOPMENT APPROVALS, CHAPTER 6 NONCONFORMITIES, CHAPTER 7 VARIANCES, CHAPTER 8 ZONING, CHAPTER 9 GENERAL SITE DESIGN STANDARDS, CHAPTER 10 FLOOD DAMAGE PREVENTION, CHAPTER 11 SIGNS, CHAPTER 12 ADULT ENTERTAINMENT, CHAPTER 13 VACATION RENTAL LICENSE PROGRAM, CHAPTER 14 MARIJUANA DISPENSARIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Second Reading)*

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

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

YVONNE P. HAMILTON, CMC  
VILLAGE CLERK



## Memorandum

11D

**To:** North Bay Village Commission  
**From:** James G. LaRue, AICP  
**Date:** April 11, 2017  
**Subject:** The Proposed Unified Land Development Code Re-write

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The proposed Unified Land Development Code (ULDC) was approved at first reading on March 28, 2017. The attached memo outlines the significant changes that were presented at that meeting. We recommend approval at the second hearing on April 25<sup>th</sup>, without further modifications.

Once the Village has a truly ULDC we will begin to look at priority areas where the Commission would like us to focus for future improvements to our new regulations.



## Memorandum

**To:** North Bay Village Commission  
**From:** James G. LaRue, AICP  
**Date:** February 14, 2017  
**Subject:** The Proposed Unified Land Development Code Re-write

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The Unified Land Development Code (ULDC) re-write has been an ongoing process for the last several years, with numerous sessions before the Planning & Zoning (P&Z) Board as well as a workshop with the Village Commission. At their February 7, 2017 meeting, the P&Z board voted to recommend approval of the ULDC adoption along with some revisions to the procedures for dock approvals. Now the final draft is being presented for adoption by the Commission at the February 28<sup>th</sup> meeting.

The source of the content for our new ULDC comes mainly from zoning Chapter 152 and the consolidated Chapters 1-6. Other chapters were also examined and text was incorporated from the Off-Street Parking Chapter 171, and the Design Guideline Standards Chapter 155. The format of the new code will be in chapter format similar to our current consolidated regulations. Chapters 152, 155, and 1 – 6, can all be removed concurrently with the adoption of the new ULDC.

To briefly summarize, there are several reasons for adopting a Unified LDC, including contradictions in our current land use regulations, existing unclear or ambiguous language, the need for processes to be streamlined, outdated references, duplications, and current issues that require legislative responses.

Additionally, issues arose over the last year which required short term fixes in our LDC. Those code revisions have been incorporated into the new ULDC and it is now even more important for us to focus on the long-term impact of adopting a better and more comprehensive Unified Land Development Code that will replace our current disjointed land development regulations.

We have enclosed the proposed ULDC document for your review and an outline of the significant changes in the following pages. At the February 28<sup>th</sup> meeting, we will explain the format of the proposed code, highlight the major differences between the new code and the existing regulations, and highlight the major areas of the present land use regulations we are changing.

## **Ch. I –GENERAL**

Reestablished one Village Land Development Code consistent with the Comprehensive Plan state requirements.

## **Ch. II – RELATIONSHIP TO THE COMPREHENSIVE PLAN**

Modified text to more appropriately describe the relationship between the Comp Plan and the LDC. The Comp Plan should be changed to identify that:

- Government Use District is consistent with the Public Buildings and Grounds Future Land Use Categories (FLUC)
- RS-2 District is consistent with the Educational FLUC
- RM-40 District is consistent with the Recreational FLUC

## **Ch. III – DEFINITIONS**

Specialized definitions necessary for: grow house, marijuana, marijuana based product, marijuana dispensary, mobile marijuana dispensary. (Other definitions will be included in the final process of the LDC.)

## **Ch. IV – ADMINISTRATION AND ENFORCEMENT**

Included:

- More detailed purpose and intent statement
- Detailed procedure for obtaining an official interpretation of the LDC

Changed terms:

- "non-use exception" to "use exception"
- "non-use variance" to "non-hardship variance for single-family properties"

Changed §4.15 to reference and be consistent with the Community Planning Act (HB 7207)

## **Ch. V – PERMITS AND DEVELOPMENT APPROVALS**

Added a new §5.14C covering the handling of permits that are erroneously issued.

Added new section covering vacation of streets, alleys, easements & public rights-of-way.



## Ch. VI – NONCONFORMITIES

Added a new §6.5B to address nonconforming lots in the CG District.

Changed §6.6B to:

- Replace provision allowing changing a nonconforming use to a “more restrictive category of nonconforming use” to prohibit changing a nonconforming use to any other nonconforming use.
- Replace allowed destruction of nonconforming use from “more than 50%” to “50% or less”.
- Clarify what is not allowed when a nonconforming use is destroyed and replaced.

## Ch. VII – VARIANCES

Changed §7.4A to:

- Replace the term “non use variance” to “non-hardship variance for single-family properties”
- Identify those characteristics of use for which such variances may be granted.
- Limit these non-hardship variances only to single-family uses.
- Clarify that such variances will be heard at Public Hearings before the Planning and Zoning Board and then the Village Commission.

Added provisions in §§7.4B & C and §§ 7.5 & 7.6 that:

- Include criteria for the P&Z Board recommendation and Village Commission approval of a non-hardship variance on a single-family property.
- Extend the time of expiration of a variance from one to two years, consistent with the date of site plan expirations. (§7.5)
- Require at least one year before reapplication for a variance that was disapproved (§7.6).

## Ch. VIII – ZONING

Recommending:

- Eliminating the CL District and rezoning all CL properties to CG.
- Adding uses now allowed in the CL, but not the, CG District to be added to the new CG District.

Simplifying text now in §8.10,A,4,c and §8.10,B,4,c (max. height in the RS-1 and RS-2) to simply state that the maximum allowable height is three stories not to exceed 35 feet above FEMA.

Modified the minimum required lot area/unit for efficiency and 1-bedroom units so that density does not exceed 70.0 dwelling units/acre and eliminated the four-story limit for garage structures.

Simplified the RM-70 lot size provision by removing the reference to another section of the LDC and listing the actual minimum area and frontage numbers

Rewritten the confusing “Flex setback” provisions so that they are more understandable.

Added a digital model on a DVD as an alternative to the required architectural model.



#### Modified the CG District

- It is the result of the merging the current CG and CL regulations (including rezoning all CL properties to CG).
- The current CG regulations form the basis for the new CG district and ensures that property owners are not adversely affected by the merging of the two existing Districts.

Fast-food restaurants without drive-thru or drive-in service are proposed to be a permitted use.

Other logical commercial uses have been added as “uses by right”.

All drive-thru or drive-in service, regardless of the use to which they are attached are proposed to be special uses subject to use exception provisions.

Changed the term “special use exception” to “use exception” throughout the LDC and added provisions for:

- Extend the time of expiration of a use exception from one to two years, consistent with the date of site plan expirations.
- A minimum of one year for reapplication for a use exception that has been denied.

Per the P&Z Board, accessory storage structures are limited to a height of 12 feet.

The prohibition of wood and vinyl clad fencing within front yard is proposed to be eliminated.

#### Ch. IX – GENERAL SITE DESIGN STANDARDS

Included:

- 9x18 requirements for parking from §5.1 and §5.2
- Parking requirements for pharmacy and marijuana dispensary
- Requires valet parking if compact car spaces are used
- Docks under 25 ft in length and within the D5 triangle can be approved administratively
- Chapter 155 design criteria

#### Ch. X – FLOOD DAMAGE PROTECTION

Remains as written.

#### Ch. XI – SIGNS

- Needs full review for design and site standards by Signage Review Committee
- Reestablished non-conforming amortization time period
- Allows LED signs
- Sign regulations have been removed from other zoning districts.
- Temporary sign regulations have been made consistent with Supreme Court decision.
- Specialized definition necessary for: temporary signs



#### **Ch. XII – ADULT ENTERTAINMENT**

Remains with current language unchanged.

#### **Ch. XIII – VACATION RENTAL LICENSE PROGRAM**

- Incorporates 2016 separate North Bay Ordinance.
- Specialized definition necessary for: vacation rentals.
- Vacation rental regulations are proposed to apply in Multi-Family Zoning Districts

#### **Ch. XIV – MARIJUANA DISPENSARIES**

- Incorporates 2016 separate North Bay Ordinance.
- Includes comprehensive regulations.

#### **SUMMARY**

In summary, the following key items are the major revisions of our proposed Unified Land Development Code:

- A. Collapsing the Limited Commercial Zoning District into the General Commercial Zoning District
- B. Revising the maximum building height allowed in Single Family Zoning District
- C. Changing the criteria for non-hardship variances in Single Family Zoning District
- D. Site plan approvals will require only one public hearing before the Commission
- E. Docks under 25 ft in length and within the D5 triangle can be approved administratively
- F. Allowance of new zoning uses such as: pharmacies, day care, and urgent care facilities
- G. Removal of compact spaces as special exceptions.
- H. Fence standards for vacant properties adopted.
- I. Removal of requirement of internal access to commercial facilities in multi-family developments.





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# UNIFIED LAND DEVELOPMENT CODE

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Proposed: February 2017

Prepared by:



**La Rue** Planning  
& Management Services, Inc.

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Fort Myers, Florida  
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Serving Florida Local Governments Since 1988

## CHAPTER 1, GENERAL

### § 1.1 - Title.

This code shall be entitled the North Bay Village Unified Land Development Code and may also be herein referred to as the "ULDC."

### § 1.2 - Authority.

The North Bay Village Unified Land Development Code is enacted pursuant to Chapter 163, Part II, and Chapter 125, Florida Statutes.

### § 1.3 - Findings.

A. According to Chapter 163, Florida Statutes, each local government in Florida must enact a unified land development code which is consistent with the Comprehensive Plan and implements the same.

B. The Unified Land Development Code must contain all of the Village's land development regulations.

C. All proposed developments within North Bay Village must be reviewed to ensure compliance with the Village's Comprehensive Plan and requirements of this Unified Land Development Code.

### § 1.4 - Intent.

The primary intent of this code is to achieve the following:

A. Guiding and accomplishing coordinated, adjusted, and harmonious development in accordance with the Village's existing and future needs.

B. Protecting, promoting, and improving the public health, safety, comfort, order, convenience, and general welfare.

C. Protecting the character and maintaining the stability of the residential areas.

D. Directing and controlling through the establishment of performance standards, the type, density, intensity, and distribution of development.

### § 1.5 – Interpretation and conflict.

#### A. Interpretation.

In interpreting and applying the provisions of these regulations, they shall be held to be the minimum requirements for the promotion of the health, safety, morals, order, convenience, and general welfare of the Village.



B. Conflict.

It is not intended by these regulations to interfere with, abrogate, or annul any easements, covenants, or other agreement between parties; however, where these regulations impose a greater restriction upon the use of buildings or premises or upon the height of buildings, or require larger open spaces, yards, lot areas than are imposed or required by other ordinances, rules, regulations, easements, covenants, or agreements, the provisions of these regulations shall govern.

**§ 1.6 - Validity.**

If any section, paragraph, subdivision, clause, phrase, or provision of these regulations are adjudged invalid or held unconstitutional, this shall not affect the validity of these regulations as a whole, or any part or provisions thereof, other than the part so decided to be invalid or unconstitutional.

**§ 1.7 - Repeal clause.**

All county ordinances, resolutions, or special laws applying only to the Village; any general laws which the Village Commission is authorized by the Charter to supersede, nullify, modify, or amend; or any part of any such ordinance, resolution, or law in conflict with any provision of this ULDC is hereby repealed.

## CHAPTER 2, RELATIONSHIP TO THE COMPREHENSIVE PLAN

### § 2.1 - Purpose and intent.

The Future Land Use Element of the adopted Comprehensive Plan for North Bay Village describes the future land use categories within the Village. These land use categories are illustrated on the future land use map in the Comprehensive Plan. All future development or redevelopment of property within North Bay Village must be consistent with the goals, objectives, and policies expressed in the adopted Comprehensive Plan and with the future land use map. The Unified Land Development Code is intended to implement the Comprehensive Plan. In the event of a conflict between the Comprehensive Plan and the Unified Land Development Code, or any other Village regulation, the provisions of the Comprehensive Plan shall take precedence.

### § 2.2 – Relationship between future land use categories and zoning districts.

The future land use categories defined in the future land use element and delineated on the future land use map in said element shall be the determinants of permissible activities on any parcel of land within the Village. They are established to regulate and restrict the location of commercial, public, and semi-public uses, and residences, and the location of buildings erected or altered for specific uses to regulate or limit population density, and intensity of use of lot areas. The zoning districts and associated regulatory provisions identified in the Unified Land Development Code are intended to implement the goals, objectives and policies and Future Land Use Map in the Comprehensive Plan. In the event of a conflict between a provision in the Comprehensive Plan and any provision regulating development within a zoning district, the provisions of the Comprehensive Plan shall take precedence

#### A. Residential future land use categories.

There are three residential future land use categories in the Village's Comprehensive Plan that are applied to lands throughout the Village. Lands located within these categories are to be devoted to dwelling units used or intended to be used for permanent housing.

1. The single-family residential category allows a density of up to six dwelling units per acre. Zoning districts RS-1 and RS-2 fall under this land use category.
2. The medium density multi-family residential category allows for residential density from seven (7) up to 40 dwelling units per acre. RM 40 is the only zoning district consistent with this future land use category.
3. The high density multi-family residential category allows from 41 up to 70 dwelling units per acre. RM-70 is the only zoning district consistent with this future land use category.

#### B. Commercial future land use category.

This category designates those areas in the Village suitable for commercial development. Uses permitted include a broad range of general and professional office, retail, banking, hotel, and service establishments and high density residential development.

C. Institutional future land use category.

The purpose of this category is to provide an area for either nonprofit or for profit institutional facilities or quasi-public uses, including, but not limited to religious facilities, nursing homes, community centers, public or private schools or colleges, and hospitals or clinics.

D. Public buildings/grounds future land use category.

This category provides sites for public/semi-public uses such as Village hall, police station, public works building, post office, and other agency facilities primarily serving the public. The Government Use zoning district is consistent with this land use category.

E. Educational future land use category.

This category provides sites for public schools, associated facilities, and grounds.

F. Recreation and open space future land use category.

This category is intended to provide for permanent public parks and open spaces for recreational use, protection of natural resources, and urban buffers.

## CHAPTER 3, DEFINITIONS

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Accessory building. A detached subordinate building or a portion thereof, the use of which is incidental to or customary in connection with the main building or use and which is located on the same lot with such main building.

Accessory use. A subordinate use, which is incidental to or customary in connection with the main building or use and is located on the same lot with such main building use.

Acre, gross. 43,560 square feet.

Acre, net. That portion of a gross acre exclusive of dedication for official rights-of-way and other easements.

Assisted living facility. Any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator

Advertising structure. Any rigid or semi-rigid material, with or without a sign displayed thereon, situated on or attached to real property or mobile objects and vehicles outdoors for the purpose of furnishing a background, base, or support on which a sign may be posted or displayed.

Aggregate area or aggregate width. The sum of two or more designated areas or widths to be measured, limited, or determined under these regulations.

Alcoholic beverage. As defined by Section 561.01(4), Florida Statutes.

Alley. A public or private road which affords only a secondary means of access to abutting property and which is not otherwise designated as a street.

Amusement center. Any indoor place or enclosure which contains three or more amusement devices of any description, including but not limited to pinball games, computer games, or games of chance for the public amusement, patronage or recreation.

Apartment. A room or group of rooms within a multifamily dwelling arranged or designed to be used as a home or residence for one family, with kitchen or kitchenette and bathroom for the exclusive use of the one family.

Apartment, efficiency. A dwelling unit consisting of not more than one habitable room, with kitchen or kitchenette and bathroom.

Apartment hotel. A multi-family residential building designed for or containing both apartments and individual guest rooms or rental units under resident supervision, and which maintains an inner lobby through which all tenants must pass to gain access to apartments, rooms, or units.

Arterial street. A street designated as a major arterial street on the circulation plan for the Village.

Auction market. Any premises on which are held, either regularly or periodically, auction sales of merchandise or personal property.

Automobile rental agency. An establishment whose primary purpose is the renting or leasing of passenger vehicles to the public.

Awning. A detachable, roof like cloth or metal cover, supported from the walls of a building for protection from sun or weather.

Bar. An establishment devoted to selling or dispensing any alcoholic beverages, or any place where a sign is displayed indicating that alcoholic beverages are obtainable for consumption on the premises, and where, if entertainment is provided, it is by no more than one person at a time.

Barrier. A fence, dwelling wall or non-dwelling wall or any combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool, especially access from the residence or from the yard outside the barrier.

Barrier requirements. Swimming pools shall comply with all the requirements set forth under the building and zoning requirements as set forth in the Village's ordinances and the Florida Building Code.

Basement. That portion of a building between the floor and ceiling which has at least one-half of its height below the grade of the adjoining ground, and the ceiling of which is not more than four feet six inches above grade.

Beer. As defined in Section 563.01, Florida Statutes.

Biscayne Bay. Encompasses all of Biscayne Bay and all associated tributaries of the Bay within the Village limits of North Bay Village.

Block. The length of a street between two street intersections.

Board. The Planning and Zoning Board, which is that duly, designated advisory board charged with reviewing Village planning, zoning, and beautification matters.

Boundary of district. The centerline of a street or right-of-way; also the centerline of the alleyway between the side or rear property lines, or where no alleyway or passageway exists, the rear or side property lines of all lots bordering on any district limits.

Breezeway. A covered passageway or space between the main building and an accessory building open on two sides, and the roof of which is structurally integrated with the buildings it separates.

Building. Any structure having a roof supported by columns or walls for the shelter or enclosure of persons on property.

Building width. The width of the lot left to be built upon after the required side yards are provided.

Building. Any structure having a roof supported by columns or walls for the shelter or enclosure of persons or property.

Building completely enclosed. A building having no outside openings other than ordinary doors, windows, and ventilators.

Building line. That line between which and the distance on the lot parallel and back from the street line, in which no building or part thereof may be erected, except as provided in these regulations.

Building Official. The Village official responsible for building inspection and the issuance of permits in this respect, or a duly authorized person acting in the same capacity.

Bulk. A term used in these regulations to describe the size and shape of a building or structure and its relationship to other buildings, to the lot area for a building, and to open spaces and yards.

Bulkhead. A wall constructed along the bay to retain or resist lateral displacement of any material back of it. For the purpose of this chapter, the bayside face of the established bulkhead cap shall be regarded as the point of measurement for setback requirements of all structures fronting on the bay.

Cabana. An accessory structure, usually in connection with a swimming pool.

*Cabaret.* A bar, which provides entertainment and which may or may not serve food, and which, is accessory to a hotel, motel, or other building as provided in these regulations.

*Cafeteria.* See Restaurant.

*Canopy.* A detachable, roof like cloth or metal cover supported from the ground, deck, or floor of a building, and from the walls of a building, for protection from sun or weather.

*Carwash.* Any building or structure, which uses specialized mechanical devices for the washing of motor vehicles.

*Centerline, street.* A line parallel or nearly parallel to the right-of-way lines of a street and halfway between them as established by the Building and Zoning Official.

*Certified survey.* A survey, sketch, plan, map, or other exhibit is said to be certified when a written statement regarding its accuracy or conformity to specified standards is signed by the specific professional engineer, registered surveyor, architect, or other legally recognized person.

*Child care.* See Day care nursery.

*Clinic.* An establishment where patients are not lodged overnight, but are admitted for examination and treatment by a group of physicians or dentists practicing medicine together. The term does not include a place for the treatment of animals.

*Club, private.* Building and a facilities or premises used or operated by an organization or association for some common purpose, such as but not limited to a fraternal, social, educational, or recreational purpose, but not including clubs organized primarily for profit or to render a service, which is customarily carried on as a business. Such organizations and associations shall be incorporated under the laws as a non-profit corporation and the major purpose of such corporations shall not be for the purpose of serving alcoholic beverages to its members or others.

*Coffee shop, Snack bar, or Sandwich shop.* An establishment where sandwiches, coffee, soft drinks, tea, or similar foods are served, but having no kitchen facilities.

*Commercial school.* A training institution operated on a profit or non-profit basis offering instruction in stenographic, secretarial, bookkeeping, and related business skills; offering training in electronic data a processing techniques, skills, or equipment repair; or offering training leading to proficiency in a vocational skill.

*Concurrency.* State law requiring that infrastructure be in place before development occurs.

*Convalescent home.* A building where regular nursing care is provided for more than one person not a member of the family which resides on the premises.

*Customer service area.* Inside/outside seating areas for restaurants, bars, lounges exclusive of kitchen, office, hallways, storage, and similar building areas.

*Day care nursery.* An establishment providing care of children during the day, but not overnight, including four or more children not members of the resident family; nurseries for children of working mothers; kindergartens; nursery schools for children under the minimum age for admission to public schools, or for after-school care of school children; and other establishments of a similar nature.

*District.* Any section of the Village within which the zoning regulations are uniform.

*Drive-in or Drive-through.* An establishment that, by design, physical facilities, service, or packaging procedures, encourages or permits customers to receive services, obtain goods, or be entertained while remaining in their motor vehicles.

*Dwelling.* A building or portion thereof, designed or used exclusively for residential occupancy, but not including mobile homes.

Dwelling, single-family. A private residence building used or intended to be used as a home in which all living areas are accessible to each other from within the building, and which shall have sleeping quarters, kitchen facilities, bathroom, ventilation, and lighting under control of and designed for the exclusive use of one family.

Dwelling, single-family detached. A single-family dwelling surrounded by yards or other open spaces on the same lot.

Dwelling, multifamily. A building designed for or occupied by three or more families.

Dwelling, efficiency. A residential unit, which is comprised of a single room for sleeping and cooking, exclusive of a bathroom.

Dwelling, hotel room. A residential unit, which is used on a temporary basis by transient guests.

Dwelling, hotel suite. A group of hotel rooms connected together.

Dwelling unit. A room, or group of rooms, occupied or intended to be occupied as separate living quarters by a single family or other group of persons living together as a household, or by a person living alone.

Essential services. The erection, construction, alteration, or maintenance by a public utility or municipal agency of underground or overhead transmission, distribution, or collection systems necessary for the furnishing of adequate service by that utility or agency to the use on the same lot or the surrounding neighborhood of, for the public health, safety, or general welfare.

Family. An individual or two or more persons related by blood or marriage, or a group of not more than five persons who need not be related by blood or marriage, living together as a single housekeeping unit in a dwelling.

Fast order food. Food which is primarily included for immediate consumption; available upon a short waiting line; packaged or preserved in such a manner that it can be readily eaten outside the premises where it is sold; served on paper plates or in paper or styrofoam containers; and of a self-service nature, that is, no waiters or waitresses are involved. Patrons phone in or place their order at a counter and take it to a table on the premises or leave the premises.

Fence. A structure forming a physical barrier which is so constructed that no less than 50% of the vertical surface is open to permit the transmission of light, air, and vision through the surface in a horizontal plane. (For board and other solid barriers, see Wall)

Floor area. The sum of the gross horizontal areas of the several floors of a building or buildings, measured from the exterior faces of exterior walls or from the centerline of walls separating two attached buildings. However, for the purposes of those regulations, the Gross floor area of a building shall not include:

- A. Basement space; however, basement space used for retailing shall be included for the purpose of calculating requirements for accessory off-street parking spaces and accessory off-street loading berths.
- B. Accessory water tanks or cooling towers.
- C. Uncovered steps and exterior balconies.
- D. Attic space, whether or not a floor actually has been laid, providing structural headroom of less than seven feet six inches.
- E. Terraces, breezeways, screen enclosures, or open porches.
- F. Floor space used for permitted or required accessory off-street parking, in any building except single-family and two-family dwellings or buildings accessory thereto.

Frontage, lot. The distance for which the front lot line and the street line are coincident.

Garage, parking. A building or portion thereof used for indoor parking of private passenger vehicles for use of residents in the vicinity.

Garage, repair. An establishment or portion thereof used for the equipping, servicing, repairing, hiring, selling, storing, or parking of motor-driven vehicles. The term Repairing shall not include an automotive body repair shop or the rebuilding, dismantling, or storage of wrecked or junked vehicles.

Garage, storage. A building or portion thereof, designed or used exclusively for term storage of motor-driven vehicles, as distinguished from daily storage, and at which motor fuels and oils are not sold, and motor-driven vehicles are not equipped, repaired, hired, or sold.

Grade. The highest elevation of a paved street in front of any property.

Grow house. A grow house is a property, usually located in a residential neighborhood, that is primarily used for the production of marijuana but may also be used as a dwelling. The houses are typically outfitted with equipment to provide water, food, and light to the marijuana plants, and the houses themselves are usually kept in good condition to blend in with the neighborhood. Illegal electrical hookups are a common feature of grow houses, to both save money and to make it harder for authorities to identify them due to their unusually high electrical usage.

Guest house. Living quarters within a detached accessory building located on the same lot with the main building for use by temporary guests of the occupants of the premises, such quarters having no kitchen facilities or separate utility meters and not rented or otherwise used as a separate dwelling.

Hardship, necessary. Restrictions upon the uses of a particular property which promote the objectives of these regulations, provided such restrictions apply to all land within the same district (e.g. if commercial uses are prohibited in a district, this may result in a hardship to the property owners; but it is a hardship which is necessary to the purpose of this chapter in the first place).

Hardship, unnecessary. Arduous restrictions upon the uses of a particular property, which are unique and distinct from that of adjoining property owners. Granting of relief from an unnecessary hardship should not violate sound zoning principles, including considerations that: adjacent properties will not be substantially reduced in value, it is not granting a special privilege not to be enjoyed by others in similar circumstances, and the public interest is maintained, including following the spirit of this chapter and the comprehensive master plan. Invalid and nonjustifiable bases for pleading unnecessary hardship include but are not limited to:

- A. Loss of the "best" use of the land, and business competition.
- B. Self-created hardships by the applicant's own acts.
- C. Neighboring violations and nonconformities.
- D. Claims of inability to sell the property.
- E. General restrictions of this chapter.

Hedge. A row of bushes or small trees planted close together in such a manner as to form a boundary or barrier.

Height of building. The vertical distance from the grade to: the highest point of a flat roof; the deck line of a mansard roof; the average height between eaves and ridge or gable, hip, and gambrel roofs; or the average height between high and low points of a shed roof.

Home occupation. Any activity for which an occupational license of the Village is required by law, which is conducted within a dwelling unit in a residential district.



Hospital. A building or group of buildings having room facilities for one or more overnight patients, used for providing services for the in-patient medical or surgical care of sick or injured humans, and which may include related facilities such as laboratories, out-patient departments, and training facilities. A central service facility must be an integral part of the hospital operations.

Hotel. A building in which lodging is provided and offered to the public for compensation, and in which ingress and egress to and from all rooms are made through an inside lobby or office supervised by a person in charge at all times.

House of worship. A church, synagogue, or other structure used on a permanent basis primarily for the worship of God.

Kennel. The keeping of more than three dogs or other animals for breeding, training, sale, or boarding.

Kitchen facilities. Any form or mechanical refrigeration or cooking equipment except a portable mini-refrigerator, portable microwave oven and coffee-maker.

Junkyard or Salvage yard. Any area or structure used or intended to be used for the conducting and operating of the business of selling, buying, storing, or trading in used or discarded metal, glass, cordage, or any used or disabled fixtures, vehicles, or equipment of any kind.

Loading space. A space within the main building or in the same lot providing for the standing, loading, or unloading of trucks.

Lot. Land occupied or intended for occupancy by a use permitted in these regulations, including one main building together with its accessory buildings, and the yards, loading, and parking spaces required herein and having its principal frontage upon a street or upon an officially approved place.

Lot area. The total horizontal area within the lot lines of the lot.

Lot, corner. A lot abutting upon two or more streets at their intersection.

Lot coverage or Ground coverage. The area of the lot occupied by the ground floor of all buildings, main and accessory, measured from the exterior faces of exterior walls, or from the exterior faces of supporting exterior columns for any portion of the ground floor not enclosed by exterior walls or from the centerline of walls separating two buildings.

Lot depth. The mean horizontal distance between the front and rear lot lines.

Lot, interior. A lot, other than a corner lot.

Lot line. The boundary line of a lot.

Lot of record. A parcel of land shown on a recorded plat or any parcel of land described by a legally recorded deed.

Lot, through (double frontage). An interior lot having frontages on two parallel or approximately parallel streets.

Lot width. The horizontal distance between the side lot lines measured at the required front yard line and parallel to the front street line.

Lumen. A unit of luminous flux equal to the light emitted in a unit solid angle by a uniform point source of one candle.

Marijuana. Marijuana is defined as Cannabis, meaning all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.

*Marijuana-based product.* A marijuana-based product means a product that contains marijuana or any of its derivatives, including, but not limited to, tonics, tinctures, balms, salves, lotions, sprays, ointments, drinks, foods, and pills.

*Marijuana dispensary.* A marijuana dispensary is a facility where marijuana or marijuana-based products are made available for medical purposes in accordance with Florida law. A marijuana dispensary may also be defined as a “dispensing organization” as provided in Section 381.986(1), Florida Statutes. Any medical marijuana treatment center at which marijuana or marijuana-based products are dispensed as part of a program of medical treatment shall be included within the definition of a marijuana dispensary.

*Marina.* Any area where one or more sites or locations are rented or offered for rent for the location or dockage of boats, vessels, or house boats in water, or to be used for living quarters either temporarily or on a permanent basis.

*Mezzanine.* An intermediate floor in any story or room with a floor area not exceeding one-third the total floor area in that room or story in which the mezzanine occurs and with a clear height above or below the mezzanine floor construction of not less than seven feet.

*Mixed occupancy or use.* Occupancy of a building or land for more than one use.

*Mobile home.* Any unit used for living or sleeping purposes which is equipped with wheels or some device for the purpose of transporting the unit from place to place, whether by motive power or other means, or any unit used for temporary living or sleeping purposes temporarily located in the locality, whether it is on blocks, posts, or any other type of foundation.

*Mobile marijuana dispensary.* A mobile marijuana dispensary is any legal entity, clinic, cooperative, club, business, or group which transports, delivers, or arranges the transportation or delivery, of marijuana or marijuana-based products to any person.

*Motel.* A building in which lodging is provided and offered to the public for compensation. Accommodations are usually designed to serve tourists traveling by automobile. Ingress and egress to rooms need not be through a lobby or office, and parking usually is adjacent to the guest room.

*Nightclub.* An establishment defined by section 111.01 of this Code.

*Nonconforming use.* The lawful use of land or a building or portion thereof, which use does not conform with the use regulations of the district in which it is located.

*Nursing home facility.* Any facility which provides nursing services as defined in part I of Florida Statute chapter 464 and which is licensed according to this part.

*Occupancy.* A condition of an activity or use being upon a lot and/or within a building.

*Official rights-of-way.* A right-of-way established by ordinance.

*Open space.* That portion of a lot which:

- A. Is open and unobstructed from grade upward.
- B. Is accessible without restrictions except as may be required for safety.
- C. Is of a pervious nature.

*Outdoor dining.* A use characterized by outdoor table service of food and beverages prepared for service in an adjacent or attached main restaurant for consumption on the premises. The term also include outdoor bars and outdoor ice cream parlors.

*Parcel.* A piece of land assembled for a single purpose.

Parking space, off-street. An all-weather surfaced area, exclusive of streets, alleys, and driveways, permanently reserved for the temporary storage of one vehicle and connected with a street or alley by an all-weather surfaced driveway, which affords ingress and egress for a vehicle without requiring another vehicle to be moved. When developing single lot sites under the PRD regulations found in Section 8.10(D)(9), mechanical parking lifts may be used to create an additional parking space which can be counted towards the total number of required parking spaces.

Penthouse. Any structure above the main roof of a building used for residential, professional, or commercial purposes, or for housing elevator machinery and water storage tanks. Each story of a penthouse, except when used for machinery or a storage for water, is considered as an additional story to the height of the building.

Permit, building. A certificate issued by the Building Official authorizing the construction, reconstruction, remodeling, alteration, or repair of a building or other structure, upon approval of the submitted application and plans.

Pervious area. The surface area of a parcel, which is capable of being penetrated by water.

Planning and zoning board. The Planning and Zoning Board of the Village, as established by this chapter.

Premises. A lot, together with all buildings and structures thereon.

Principal building. The building within which the principal, predominant, or main use or activity upon the lot is conducted. In the event more than one building is upon one lot, the one containing the greatest floor area is the "principal building."

Principal use. The predominant activity or use conducted within a particular building or upon a particular lot.

Public use. Any public building, structure, or land used primarily for public or quasi-public purposes where the building, structure, or land is not privately owned or operated.

Regulations. The whole body of regulations, charts, tables, diagrams, maps, notations, references, and symbols, contained in or referred to in this chapter.

Restaurant. An establishment in which food is prepared and served for compensation.

Right-of-way. See Street line.

Screen enclosure. A frame of metal, wood, or other approved structural material supporting no roof or walls, with only approved insect screening, which screening possesses at least 50 percent open area per square inch.

Service station. An establishment devoted to the retail sale of motor vehicle fuels, oils, or accessories or for the servicing or repairing of minor parts and accessories, but not including major repair work such as motor replacement, body and fender repair, or spray painting.

Setback. The minimum horizontal distance between the street and the building; the lot bulkhead or water line and the building; or the side lot lines and the building.

Shopping center. One or more retail stores, commercial buildings, or an office complex with a unified plan or architectural scheme, on a single parcel of land or on separate parcels contiguously arranged.

Story. That portion of a building, other than a basement or mezzanine, included between the surface of any floor and the surface of the floor next above it; or, if there is no floor next above it, then the space between the floor and the ceiling next above it.

Story, half. A space under a sloping roof, which has the line of intersection of roof decking and wall face not more than three feet above the top floor level and in which space not more than two-thirds of the floor area is finished for use. A half-story containing independent apartments or living quarters shall be counted as a full story.

Street. A public thoroughfare which affords the principal means of access to abutting property.

Street, collector. A public thoroughfare which collects traffic from residential areas for distribution to a major arterial, as defined on the North Bay Village Circulation Plan.

Street or right-of-way line. A dividing line between a lot and a contiguous street.

Structural alterations. Any change, except those required by law or ordinance, which would prolong the life or change the shape or size of any portion of a building or structure or of the supporting members of a building or structure, such as bearing walls, columns, beams, arches, floor or roof joists, or girders, not including openings in bearing walls as permitted by other ordinances.

Structure. Anything constructed or erected, the use of which requires permanent location on the ground or attached to something having a permanent location on the ground; including, but without limiting the generality of the foregoing: signs, backstops for tennis courts, fences, screen enclosures, and pergolas.

Subdivision. Shall be interpreted as defined in the subdivision regulations of Dade County or, if not so defined, then a Subdivision shall be the division of land into two or more lots, or other division of land into parcels of five acres or less for the purpose, whether immediate or of transfer of ownership or building development.

Swimming pool. Any portable, pool or permanent structure containing a body of water 18 inches or more in depth and 250 square feet or more of water surface area located in a residential area that is intended for swimming or recreational bathing and containing 18 inches or more in depth, including but not limited to in-ground, aboveground, and on-ground swimming pools, hot tubs, and non-portable spas, but not including an ornamental reflecting pool or fish pond, unless it is located and designed so as to create a hazard or be used for swimming or wading.

Tent. A canvas or other cloth shelter from sun or weather supported by a wood or metal frame or by poles, stakes, and ropes, or both, and not attached to any building.

Time-sharing condominiums. Any structure, service, improvement, or real property, which is made available to purchasers of a time sharing plan.

Trailer, utility. A vehicle lacking a means of self-propulsion intended to be towed by another vehicle and designed to be used for the transport or hauling of chattel.

Trash. Cuttings from vegetation, refuse, paper, bottles, rags, bulk trash, discarded furniture, etc.

Utilities. Structures of public or municipal utility in excess of lines, piping, conduit, transformers, or other essential utilities. A substation, pumping station, storage yard, or similar installation. Normally a significant structure or combination of structures often enclosed within a building.

Use. Any purpose for which buildings or other structures or land may be arranged, designed, intended, maintained, or occupied; any occupation, business, activity, or operation to be carried on or intended to be carried on in a building or other structure or on land; or a name of a building or other structure or tract of land which indicates the purpose for which it is arranged, designed, intended, maintained, or occupied.

Use, commercial. Any use which is operated as or is accessory to a business.

Use, residential. A use, which accommodates persons, not institutional in character, such as a single-family dwelling or multifamily dwelling, including apartments and hotel or motel rooms.

Variance. A dispensation permitted on individual parcels of property as a method of relieving an unnecessary hardship, by allowing a reasonable use of the building, structure, or property, which, because of unusual or unique circumstances, is denied by the provisions of this chapter.

Vehicle, commercial. Any vehicle designed, intended, or used for the transportation of people, goods, or things, other than private passenger vehicles and trailers for private non-profit transport of goods and/or boats.

Wall. A structure forming a physical barrier which is so constructed that less than 50 percent of the vertical surface is open to permit the transmission of light, air, and vision through such surface in a horizontal plane.

Waterfront. Any site shall be considered as waterfront premises provided any or all of its lot lines abut on or are contiguous to any body of water.

Wine. Shall be as defined in Section 561.01(4), Florida Statutes.

Yard. An open area, other than a court, on a lot, unoccupied and unobstructed from the ground upward, except as otherwise provided in these regulations.

Yard, front. A yard across the full width of the lot extending from the nearest line of any main or accessory building to the front street right-of-way line of the lot.

Yard, rear. A yard across the full width of the lot extending from the nearest line of any main or accessory building to the rear line of the lot.

Yard, side. A yard extending from the front yard to the rear yard, between the side lot line and the nearest line of any main or accessory building.

## CHAPTER 4, ADMINISTRATION AND ENFORCEMENT

### DIVISION 1, GENERALLY

#### § 4.1 - Purpose and intent.

The purpose and intent of this chapter is to establish general petition procedures, the process for obtaining an official interpretation of a regulation in the Unified Land Development Code, public hearing and notice requirements, procedures for appealing decisions, enforcement of the code, penalties and remedies for violations, establish appropriate commissions, boards and administrative official, and amending the Unified Land Development Code and Comprehensive Plan, for the effective and equitable implementation and enforcement of the Unified Land Development Code.

#### § 4.2 – General petition procedure.

A petition for an amendment, variance, use exception, or supplement to these regulations, or for an amendment, change, or supplement to the Comprehensive Plan or district boundaries of the Zoning District Map shall be submitted to the Village Clerk by any person who owns the subject property or who has written permission of the present owner, public official, the Planning and Zoning Board, or by the Village Commission's own motion.

#### § 4.3 – Procedure for obtaining an official interpretation of the Unified Land Development Code.

When an individual wants an official interpretation of a regulation contained within the Unified Land Development Code as defined in Chapter 1, Section 1.4, or wants to determine how a regulation may be applicable to specific property within the Village, the following procedures and provisions shall apply.

*Written request.* The individual shall submit, in writing, a completed preapplication conference request (available from the Village Clerk's department), the request shall be accompanied by payment of the fee as established and set forth in Section 5.12, and shall include the following information:

1. Identification of the section or sections of the Unified Land Development Code for which an interpretation is desired.
2. An explanation of what it is that the individual finds unclear and an explanation of what, if anything, the applicant believes the section in question means.
3. If the applicant is interested in determining how the section or sections apply to or affect specific property, the following information shall be provided:
  - a. A clear representation of the specific property(ies) that is/are the subject of the inquiry including the property address.
  - b. The land area encompassed by the property and the specific dimensions of the property including a description, map or survey showing existing improvements on the property.
  - c. If the question involves whether or not a certain improvement or use is allowed on the property, or the extent, size, or number of units that may be allowed on the property, the applicant shall include a plot plan or detailed description of what he/she wishes to do on the property sufficient to allow the Planning and Zoning Official to make a reasoned determination as to how the ULDC affects that specific property. It shall be the planning and zoning official's decision as to what constitutes adequate information for him to make a decision or interpretation.

d. The Planning and Zoning Official shall accept the written request or inform the applicant of any additional information that may be necessary for him to issue a reasoned interpretation. The Planning and Zoning Official may subsequently request additional information from the applicant, or provide the option of meeting with the applicant

If a meeting is scheduled requiring consultation with, or attendance by, an attorney or professional consultant (e.g., planner or engineer), a deposit in the amount set forth in Section 5.12, shall be paid at least five days prior to said meeting. The final cost of the meeting, calculated as set forth in Section 5.12, shall be the responsibility of the applicant and shall be paid in full prior to the issuance of the written opinion.

e. Within two weeks of accepting the completed request, or having received any additional information requested of the applicant, the Planning and Zoning Official shall issue, in writing, his opinion, supported by citations of the pertinent sections of the Unified Land Development Code, and shall forward said opinion by email or U.S. Mail to the applicant.

f. The time for the Planning and Zoning Official's response may be extended to 30 days if, in the opinion of the Planning and Zoning Official, it is necessary for him to confer with the Village attorney, other Village staff, or outside consultant before rendering a decision. All applicable fees shall be paid by the applicant before the Planning and Zoning Official issues his written opinion.

g. The Planning and Zoning Official's written opinion shall be considered an official interpretation of the subject provisions of the Unified Land Development Code.

h. Verbal statements, interpretations, or comments made by the Planning and Zoning Official or any other representative of the Village with regard to any interpretation of the Unified Land Development Code shall not be considered official interpretations of the Unified Land Development Code. Interested parties who make development decisions or proceed with development activity based upon such verbal information shall do so at their own risk.

#### **§ 4.4 – Public hearing, public notice, and adoption requirements and procedures.**

##### **A. Hearings and notices.**

1. Table 4.4.A.1 describes the number and type of meetings each application will require. The information in the table is presented for the purpose of assisting the Village, applicants and the public in identifying public meeting and hearing requirements. In the case of conflict between the information presented in the table and the legal requirements of the Unified Land Development Code, the Village Code of Ordinances or Florida Statutes (collectively referred to as legal requirements), the legal requirements and not the table shall control.
2. All applications involving the following shall be considered at public hearings before the Planning and Zoning Board and the Village Commission:
  - a. Amendment, change, or supplement to the Comprehensive Plan;
  - b. Amendments to the Unified Land Development Code;
  - c. Amendments to boundaries of the Zoning District Map;
  - d. Variances;
  - e. Use exceptions and other applications for development approval;
  - f. Appeals of an administrative decision

3. Amendments to the Future Land Use Map, Zoning Map, or which change the actual list of permitted uses, conditional uses, use exceptions, or prohibited uses in a zoning district or future land use category shall be adopted by ordinance, and the notice and hearing requirements shall be as required by Section 166.041(3)(a) and (c), Florida Statutes.
4. Amendments to the Future Land Use Map or Zoning Map which change the actual map designation for a parcel or parcels of land containing ten contiguous acres or less notice shall be provided in the following manner:
  - a. Notice of the public hearing on the proposed change shall be given to property owners at least thirty (30) days prior to the date set for the public hearing as required by Section 166.041(3)(c)1 Florida Statutes.
  - b. As a courtesy notice, a written announcement of a public hearing shall be mailed at least ten (10) days prior to the date of the hearing to all property owners and residents abutting the subject property or within 300 feet of the perimeter of the property. Failure to mail this courtesy notice shall not affect the validity of the final action.
  - c. The list of property owners shall be certified by the Village Clerk. The Village Clerk shall certify that the petition file is complete before the hearing is legally advertised.
5. All public hearings held before the Planning and Zoning Board and/or Village Commission shall be noticed by publishing, at least ten (10) days prior to the hearing, an advertisement showing the date, time, place, and nature of the hearing.
6. Notice of the date, time, place and nature of the hearing shall also be posted conspicuously at least ten (10) days prior to the hearing on any property for which a petition for a variance, use exception, zoning district or future land use boundary change has been submitted.
7. For amendments that require two (2) public hearings by the Village Commission, the second public hearing shall be advertised at least ten (10) days before the public hearing.



**Table 4.4.A.1**  
**Public Hearings**

<u>Development Approval</u>	<u>Planning and Zoning Board</u>	<u>Village Commission</u>
<b><u>Amendments to Comprehensive Plan</u></b>		
<u>Small scale development map amendment</u>	H	H
<u>All other amendments</u>		
<u>Transmittal stage</u>	H	H
<u>Adoption stage</u>		2H
<b><u>Amendments to the Unified Land Development Code</u></b>		
<u>Zoning district map</u>	H	2H
<u>Text amendment</u>	H	2H
<b><u>Others</u></b>		
<u>Minor Development <sup>(1)</sup></u>		
<u>Major Development <sup>(2)</sup></u>	H	H
<u>Variances</u>	H	H
<u>Non-hardship variance for single-family properties</u>	H	H
<u>Use exceptions</u>	H	H
<u>Appeals of an administrative decision</u>	H	H
H = Public hearing		
<sup>(1)</sup> Three through six dwelling units or from 300 to 10,000 square feet of commercial use		
<sup>(2)</sup> Seven or more dwelling units or more than 10,000 square feet of commercial use.		

**B. Method of adoption.**

1. The following shall be adopted by ordinance:

- a. Amendment, change, or supplement to the Comprehensive Plan;
- b. Amendments to the Unified Land Development Code;
- c. Amendments to the Zoning Map and to the actual list of permitted, conditions, or prohibited uses within a zoning category.

2. The following shall be adopted by resolution:

- a. Variances;
- b. Use exceptions and other applications for development approval;
- c. Appeals of an administrative decision.

C. Testimony.

Witnesses desiring to make a statement of fact at a public hearing shall be sworn and give testimony under oath; otherwise, statements shall be considered a matter of opinion only. The Planning and Zoning Board or Village Commission may require attendance of witnesses at a public hearing.

**§ 4.5 Procedure for appealing an administrative decision.**

A. Any person aggrieved by an order, requirement, decision, or determination relative to these regulations by an administrative official may petition the Village Commission for relief following a recommendation by the Planning & Zoning Board. The petition shall be in a form approved by the Village Attorney, and all properties described in one application must be contiguous.

B. A grant of relief on appeals of administration decisions shall avoid spot zoning.

C. The Village Commission may, after a public hearing, grant relief on appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the interpretation of any portion of these regulations.

**§ 4.6 Exhaustion of remedies; court review.**

A. No person aggrieved by any zoning resolution order, requirement, decision, or determination of an administrative official or by any decision of the Planning and Zoning Board may apply to the court for relief unless he has first exhausted the remedies provided for herein and taken all available steps provided in this subchapter. It is the intention of the Village Commission that all steps provided by this subchapter shall be taken before any application is made to the court for relief; and no application shall be made to the court for relief except from resolution adopted by the Village Commission pursuant to this subchapter.

B. Zoning resolutions of the Village Commission shall be reviewed by the filing of a petition for writ of certiorari in the Circuit Court of the Eleventh Judicial Circuit in and for Dade County, Florida, in accordance with the procedure and within the time provided by the Florida Appellate Rules for the review of the rulings of any commission or board. Such time shall commence to run from the date the zoning resolution sought to be reviewed is transmitted to the Village Clerk. For the purposes of a certiorari the Village Clerk shall make available for public inspection and copying, the record upon which each final decision of the Village Commission is based; however, the Village Clerk shall make a reasonable charge commensurate with the cost in the event the Village is able to and does furnish copies of all or any portion of the record. Prior to certifying a copy of any record or portion thereof, the Village Clerk or her designee shall make all necessary corrections in order that the copy is a true and correct copy of the record, or those portions requested, and shall make a charge as provided.

#### **§ 4.7 Enforcement.**

- A. It shall be the duty of the Building Official, Plan Examiner, and Code Enforcement Officer to enforce the provisions of these regulations, and to refuse to issue any permit for any building or for the use of any premises, which would violate any of the provisions of these regulations. It shall also be the duty of all officers and employees of the Village and especially all members of the Police Department, to assist by reporting to the Village Manager any apparent violation in new construction, reconstruction, or land use.
- B. For the purpose of inspection, the Building Official and Code Enforcement Officer or their authorized representatives shall have free access to materials and work at all times and shall have the power to stop work pending investigation as to materials, work, grades, use, and other provisions of these regulations.
- C. The Building Official, Plan Examiner, and Code Enforcement Officer are authorized, where deemed necessary for enforcement of these regulations, to request the execution of an agreement for recording.
- D. In case any building is erected, constructed, reconstructed, altered, repaired, or converted, or any building or land is used in violation of these regulations, the Building Official and Code Enforcement Officer is authorized and directed to institute any appropriate legal action to put an end to such violation.

#### **§ 4.8 Penalties and remedies for violations.**

Any person or corporation who violates any of the provisions of these regulations or fails to comply therewith or with any of the requirements thereof, or who shall build or alter any building in violation of any detailed statement or plan submitted and approved hereunder, shall be guilty of a misdemeanor and may be punished by the maximum penalty permitted under §10.99. Each day such violation shall be permitted to exist shall constitute a separate offense. The owner or owners of any building or premises, or part thereof, where anything in violation of these regulations shall be placed or shall exist, and any architect, builder, contractor, agent, person, or corporation employed in connection therewith who has assisted in the commission of any such violation shall be guilty of a separate offense, and upon conviction shall be fined as hereinbefore provided and according to a schedule adopted by the Village Commission.

### **DIVISION 2, COMMISSION, BOARD, AND ADMINISTRATIVE OFFICIALS**

#### **§ 4.9 Village Commission.**

##### **A. Powers and duties.**

In addition to any authority granted to the Village Commissioners by state law or Village ordinance, the Village Commissioners shall have the following powers and duties:

1. Enter into development agreements, as provided by state law.
2. Approve final plats prior to recording.
3. Adopt and/or amend the North Bay Village Comprehensive Plan.

4. Initiate, review, and adopt amendments to the Unified Land Development Code of North Bay Village and the North Bay Village Code of Ordinances.
5. Approve variances to Unified Land Development Code of North Bay Village.
6. Take such other action as the Commissioners may deem necessary to implement the provisions of the Unified Land Development Code and the Comprehensive Plan.

B. Action by Village Commission.

1. Before action is taken by the Village Commission on any petition the Commission shall consider the recommendations and reports of the Planning and Zoning Board and of the Building Official and Plan Examiner.
2. If an application is before the Village Commission pursuant to this section, accompanied by a Planning and Zoning Board recommendation, the Commission shall have authority to consider and take final action upon any and all matters and requests contained in the application.
3. If the Planning and Zoning Board recommends, after a public hearing as described above, that the proposed amendment, supplement, change, variance, or use exception be disapproved by a unanimous vote of the full Planning and Zoning Board, such amendment, supplement, change, variance, or use exception shall not become effective except by a favorable vote of at least 4/5 of all of the members of the Village Commission.
4. In making any final decision, the Commission shall be guided by these regulations and the purposes thereof stated in § 1.5, and by sound comprehensive planning and zoning principles, and may take any action within the confines of such guides and standards.
5. The action of the Commission may impose conditions or be more restrictive than any petition being considered.
6. No further variances may be granted without prior notice and hearing before the Planning and Zoning Board.
7. When any final action has been taken by the Village Commission, its record together with a certified copy of its minutes and the motion pertaining to such action shall be transmitted to the Building Official and Plan Examiner, and shall be open to the public for inspection during the normal hours of business for Village Hall.
8. At maximum intervals of five years, review the recommendations of the Planning & Zoning Board in regard to their review of the provisions of the Unified Land Development Code, the Comprehensive Plan and land use maps and the Zoning District Map, and adopt the necessary revisions.

C. Quorum.

A majority of the members of the Village Commission constitutes a quorum. Except in the case of an emergency ordinance, which requires four affirmative votes, an affirmative vote of a majority of a quorum present shall be necessary to enact the ordinance.

#### **§ 4.10 Planning and Zoning Board.**

##### **A. Establishment and purpose.**

The Planning and Zoning Board has been created to recommend to the Village Commission on all matters within the general purview of planning, zoning and development. This authority and duty includes the following:

1. Consider and recommend to the Village Commission as to all petitions for amendments, changes, or supplements to this code, special exceptions, or variances thereto.
2. Consider and recommend to the Village Commission as to all petitions for changes in the district boundaries of the land use maps in the Comprehensive Plan.
3. Prepare, or recommend, special studies on the location, adequacy, and conditions of specific facilities in North Bay Village, including, for example, studies on recreational facilities, historic buildings, etc.
4. Review and recommend to the Village Commission upon all petitions for development orders. In reviewing site plans for development, the Planning and Zoning Board must consider and abide by the provisions of Chapter 155 of the North Bay Village Code of Ordinances currently in effect.
5. Review and recommend whether specified proposed development conforms to the objectives and policies of the North Bay Village Comprehensive Plan.
6. Conduct such hearings as may be required to gather information to render decisions or make recommendations to the Village Commission.
7. At maximum intervals of five years, review the provisions of the Unified Land Development Code, the Comprehensive Plan and land use maps and the Zoning District Map, and forward the results of the review to the Village Commission at a public meeting.

##### **B. Officers.**

1. The members of the board shall elect annually, by majority vote, a chair and vice-chair from among its members. The chair shall be the presiding officer; the vice-chair shall preside in the absence or disqualification of the chair.
2. The Village Manager will provide secretarial staff to the board as needed. Professional service advisors may be utilized as determined by the Village Commission.
3. The Mayor and Village Manager shall serve as ex-officio members; however, their participation shall be limited to discussion only. They may not vote or otherwise participate in making recommendations to the Village Commission.

##### **C. Board membership.**

1. General requirements for membership and election of office for the Planning and Zoning Board are described below.
2. Membership of the board will consist of five members to be appointed by the Village Commission. Members shall be appointed for a term of two years, coinciding with the term of office of Village Commissioners.
3. The members shall be qualified electors of the Village as defined in the Village Charter.
4. The members shall be, and shall remain during their respective terms of office, residents of the

Village. When a seat becomes vacant on the board, a successor shall be appointed by the Commission to fill the unexpired term.

5. The Village Commission can remove any member from the Planning and Zoning Board by majority vote of the Commission.

#### D. Meetings.

The Planning and Zoning Board shall hold regular monthly meetings and may hold special meetings at any other time. Special meetings shall be held on written request of the chairman and notices shall be mailed three days prior to the special meeting. In the event the chairman fails to call a special meeting, upon request of any board member, a special meeting shall be held upon written call of two other members of the board, notices shall be mailed three days prior to the called meeting.

#### E. Quorum and voting.

The presence of three members constitutes a quorum. A majority vote of the board shall be required on all decisions and recommendations to be made to the Village Commission.

#### F. Authority, duties and decisions.

1. The Planning and Zoning Board as established in § 32.30 through § 32.34 shall have the authority and duty to consider, act upon, and recommend to the Village Commission as to all petitions for amendments, changes, or supplements to these regulations; variances or special exceptions thereto; changes in the district boundaries of the Zoning District Map; petitions appealing an administrative decision and amendments to the Comprehensive Plan. The board shall also have the power to study and recommend to the Village Commission on all matters within the general purview of Comprehensive Planning and zoning.

2. Periodic review.

It shall also be the duty of the Planning and Zoning Board, in cooperation with the Village Attorney, to continuously review the provisions of these regulations, the Comprehensive Plan, and the Zoning District Map to offer recommendations for the improvement thereof to the Village Commission. At maximum intervals of five years, these regulations, the Comprehensive Plan, and the Zoning District Map shall also be subject to a comprehensive review and a report thereof, with recommendations submitted jointly by the Planning and Zoning Board and the Village Attorney, and shall be presented to the Village Commission at a public meeting.

3. Decisions.

- a. All recommendations of the Planning and Zoning Board shall be made by motion at a public hearing of the board. Any member who has a special financial interest, direct or indirect, shall make that interest known and shall abstain from participation therein in any manner. Willful violation of this provision shall constitute malfeasance in office and shall render the action voidable by the Village Commission. No action shall be taken without a quorum, and majority vote of those present shall prevail.

- b. The Village Clerk shall forward copies of all petitions to the Planning and Zoning Board, at least two weeks prior to the public hearing called for any such petition. The Planning and Zoning Board, or any of its members, may inspect the premises and area under consideration. Prior to making its recommendation the board shall consider the written recommendations thereon of the Building Official and Plan Examiner.
- c. After the public hearing, the report and recommendation of the Planning and Zoning Board shall be transmitted in writing to the Village Commission as a part of the record. The report of the Planning and Zoning Board shall include a recommendation on each and every request by the petitioner, but shall not be necessarily limited by the scope of the petition.

#### **§ 4.11 Code Enforcement. [REFER TO CHAPTER 153]**

#### **§ 4.12 Village Manager.**

The Village Manager is designated as the appointing manager of each of the Village's departments and serves as an ex-officio member of the Planning and Zoning Board.

#### **§ 4.13 Planning and Zoning Official.**

The Planning and Zoning Official shall serve as head of the planning and zoning department. As such, his duties shall include the following:

1. Oversee the appropriate application of the provisions of this code and county and state laws as they pertain to this code.
2. Receive all applications for development orders and development permits, review them for completeness, and initiate processing procedures.
3. Ensure that a concurrency evaluation, when necessary, is conducted as part of the processing of each request for development permit and that the results of the evaluation are made a part of the application.
4. Assist the Village Commission and Planning and Zoning Board through staff reports and recommendations regarding applications for development orders, permits, and amendments to the Comprehensive Plan and Unified Land Development Code.
5. Ensure appropriate interdepartmental coordination regarding the review and approval of tentative and final plats, final development orders, and final development permits.

#### **§ 4.14 Building Official.**

The building official shall serve as head of the building department. As such, his duties shall include overseeing the appropriate application of the provisions of the building code and county and state laws as they pertain to the building code. ~~the following:~~

**DIVISION 3, AMENDMENTS AND CHANGES TO UNIFIED LAND DEVELOPMENT CODE AND COMPREHENSIVE PLAN**

**§ 4.15 Amendments in general.**

**A. General.**

The Village Commission may, from time to time, after public hearings before the Planning and Zoning Board and the Village Commission, amend or change the Comprehensive Plan, the district boundaries of the Zoning District Map, or the regulations established herein. Such amendments or changes shall be in general accord with sound principles of planning and zoning and with the purpose of these regulations.

**B. Process.**

1. Any person may apply to the Village to amend the Comprehensive Plan or this Unified Land Development Code.
2. When an application for an amendment is received, it shall be forwarded to the Planning and Zoning Board for its recommendation at least ten days prior to the public hearing at which it will be heard.
3. The Planning and Zoning Official will forward his comments to the Planning and Zoning Board prior to the hearing.
4. The hearing by the Planning and Zoning Board on an amendment to the Comprehensive Plan shall be held as provided in Sections 4.16.B or 4.16.C as applicable and 4.16.D
5. After the hearing, the report and recommendation of the Planning and Zoning Board will be transmitted to the Village Commission.

**§ 4.16 Amendments to the Comprehensive Plan.**

**A. Generally.**

Amendments to the Village's Comprehensive Plan shall be undertaken only in accordance with the provisions for such amendments as set forth in Section 163.3184 Florida Statutes (Community Planning Act).

**B. Village initiated changes.**

1. The Village Commission may initiate amendments to the Comprehensive Plan pursuant to the provisions of Section 163.3184, Florida Statutes.
2. Approval of any change to the Comprehensive Plan shall require the affirmative vote of a majority of the members of the Village Commission present.

**C. Property owner-initiated changes.**

1. Changes involving land use boundaries or categories.
  - a. A request, by a duly certified property owner or his agent, for a change in land use category or boundaries shall be considered only if owners of at least 51 percent of the property involved in the requested change submit to the Village clerk a duly signed and notarized petition accompanied by the proper fee.



b. The Planning and Zoning Official will review the application for the requested change in land use boundary or category and make a determination whether or not the requested change qualifies as a small scale development activity plan amendment under the provisions set forth in Section 163.3187(1), Florida Statutes.

(1) If the requested change qualifies as a small scale development activity plan amendment under the provisions of Section 163.3187(1), Florida Statutes the Village Clerk will schedule the first required public hearing before the Planning and Zoning Board, acting as the Local Planning Agency, to be held not more than 60 days after the application submission is found to be complete. The Local Planning Agency shall make a recommendation to the Village Commission. Thereafter, the Village shall conduct the amendment process as provided for under the provisions of the Community Planning Act.

(2) If the requested change does not qualify as a small scale development activity plan amendment under the provisions of Section 163.3187(1), Florida Statutes the Planning and Zoning Official will so notify the applicant and the Village Clerk will schedule the first required public hearing before the Planning and Zoning Board, acting as the Local Planning Agency, to be held not more than 60 days after the application submission is found to be complete. Thereafter, the Village shall conduct the amendment process as provided for under the provisions of the Community Planning Act governing the Expedited State Review Process.

c. Approval of any change in a land use category or boundary shall require the affirmative vote of a majority of the members of the Village Commission present.

d. Reapplication.

No property owner application for amendment to the Comprehensive Plan involving changes of land use boundaries or categories shall be filed less than one year after the date of disapproval by the Village Commission or conclusion of an appeal, whichever is later, of an application involving the same land or any portion thereof.

2. Changes to the Comprehensive Plan not involving land use categories or boundaries.

a. Any resident of the Village may request an amendment, not involving land use categories or boundaries, to the Comprehensive Plan.

b. Such requests shall be submitted, in writing, to the Village Clerk, accompanied by the reasoning and benefits expected to accrue to the Village as a result of the proposed change.

c. The Village Clerk shall forward the request to the Village Commission for its consideration.

d. If the Village Commission determines that the proposal warrants further consideration, it will schedule the proposal for consideration.

e. Approval of any change to the Comprehensive Plan shall require the affirmative vote of a majority of the members of the Village Commission present.

D. Public hearings.

Public hearings conducted to consider amendments to the Comprehensive Plan shall, at a minimum:

1. Comply with the requirements of state law.

2. Permit any person to submit written recommendations and comments before or during the hearing.
3. Permit a reasonable opportunity for interested persons to make oral statements.

E. Expiration of application.

A property owner initiated application to amend the Comprehensive Plan shall expire 180 days after written notice has been served by the Planning and Zoning Official to the applicant requesting that the applicant provide additional information or that the applicant needs to undertake a specific action(s) before the application can be further considered; provided that the applicant has not supplied the Village with the requested information, has not provided evidence to the Village that he/she has undertaken the specific action(s) set forth in the written notice, or has not requested, in writing, an extension.

**§ 4.17 Amendments to the Unified-Land Development Code.**

A. Spot zoning.

1. Prohibited.

Spot zoning shall be prohibited with regard to all amendments or changes in the district boundaries of the Zoning District Map or these regulations.

2. Defined.

Spot zoning, for the purposes of these regulations, is defined as having one or more of the characteristics set forth in subsections a – c.

a. Individuals seeking to have property rezoned for their private use, with the application showing little or no evidence of one or more of the following:

- (1) consideration of the general welfare of the public;
- (2) the effect on the surrounding property (including adequate buffers);
- (3) whether all uses permitted in the classification sought are appropriate to the location proposed;
- (4) or conformity to generally accepted Comprehensive Planning and zoning principles (including alterations to the population density patterns and increase of load on utilities, schools, and traffic);

b. The proposed change is not in conformity with the Comprehensive Plan.

c. The proposed rezoning would grant privileges not generally extended to property similarly located in the area.

B. Amendments rezoning property or substantially changing the uses permitted in zoning districts.

1. Conditions for approval. No proposed zoning amendment shall be approved unless:

- a. The proposed amendment will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
- b. There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest, and not merely in the interest of an

individual or small group of people.

- c. There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which an applicant states he intends to make of the property involved).
  - d. There is convincing evidence that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.
  - e. The proposed change is in accord with the Comprehensive Plan and sound Comprehensive Planning and zoning principles.
2. Reconsideration of district boundary changes. When a proposed change in district boundaries has been acted upon by the Village Commission and disapproved or failed of passage, such proposed change, in the same or substantially similar form, shall not be reconsidered by the Village Commission for a period of at least six months following the date of such action.

C. Amendments that do not rezone property or substantially change uses permitted in zoning districts.

Amendments to the Unified Land Development Code that do not rezone property or substantially change uses permitted in zoning districts shall be in general accord with sound comprehensive planning and zoning principles and consistent with the adopted Comprehensive Plan.

## CHAPTER 5, PERMITS AND DEVELOPMENT APPROVALS

### **§ 5.1 - Purpose and intent.**

The purpose of this chapter is to set forth the application and review procedures required to obtain development orders and certain types of permits; to establish regulations, procedures and standards for review and approval of all proposed development in the Village and to adopt a development review process that is efficient in terms of time and expense; effective in addressing the natural resource and public facility implications of proposed development; and, equitable with regard to established regulations and procedures, respect the rights of property owners and consideration of the interest of the citizens of the Village.

### **§ 5.2 - Development permit required.**

No development allowed by this Code, as more fully referred to in Section 5.3, including accessory and temporary uses, shall be established or changed, no structure shall be erected, constructed, reconstructed, altered, or moved and no building used, occupied, or altered with respect to its use after the effective date of adoption of this Unified Land Development Code until there is on file in the Village an approved development order for said action. Nothing herein shall relieve any applicant of the additional responsibility of obtaining any permit(s) required by any applicable statute, ordinance, or regulation in compliance with all of the terms of this Unified Land Development Code or any other applicable laws.

## DIVISION I, PROCEDURES FOR OBTAINING DEVELOPMENT ORDERS

### **§ 5.3 – Application required.**

Application for any development order shall be made in writing on the appropriate form obtained from the Village Clerk and shall be made by the owner(s) of the property for which the action is being requested or by his authorized agent.

### **§ 5.4 – Designation as minor or major development.**

At the time the owner or his agent requests an application for development order, the department shall determine whether the proposed project constitutes a minor development 1, minor development 2, or major development.

#### A. Minor development 1.

1. A development will be designated a minor development 1 if it contains two (2) or fewer dwelling units or not more than 299 square feet of commercial use.
2. Minor development 1 projects will be reviewed and approved administratively by the Building Official.

#### B. Minor development 2.

1. A development will be designated a minor development 2 if it contains from three (3) to six (6) dwelling units or from 300 to 10,000 square feet of commercial use.
2. Minor development 2 projects will be heard at public hearings before the Planning and Zoning Board and the Village Commission.

C. Major development.

1. A development shall be designated as a major development if it contains seven (7) or more dwelling units or more than 10,000 square feet of commercial use.
2. Major development projects will be heard at public hearings before the Planning and Zoning Board and the Village Commission.

**§ 5.5 – Basic application requirements for all developments.**

Five (5) copies of the following basic materials shall be submitted before any application for a development order shall be considered complete.

- A. The Village's standard application forms, completed, signed by all property owners or their designated agents, and notarized. In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.
- B. A survey at a scale of not less than one inch equals 40 feet, prepared by a registered land surveyor and not more than one year old and including the legal description of the property, all easements, and rights-of-way.
- C. Except for a single-family residence, a site plan to include physical features in or adjoining the site, proposed driveways, alleys, off street parking and loading areas, storm drainage, sanitary sewer facilities, and lighting systems.
- D. Preliminary floor plans and elevations of proposed buildings at not less than 1/16 inch scale.
- E. Location, height, and type of all proposed buildings, walls, signs, landscaping, and open space. Tabular project summary including total acreage, project density and floor area ratio (FAR) lot coverage, open space, and number of parking spaces. If variances are being requested, the extent of these variances from requirements shall be noted.
- F. Level of service assessment (See Division 2, Sections 5.17 through 5.20).
- G. Filing fees. See Section 5.12 for copy of fee schedule.

**§ 5.6 –Major development application requirements.**

In addition to the basic application requirements of Section 5.5, five (5) copies of the following may be required to accompany an application for a major development permit:

- A. Development impact study which shall demonstrate whether the impact of the proposed

development is favorable, adverse, or neutral on the economy, public services, environment, and housing supply of the Village.

B. Description of the relationship of the proposed project to surrounding, existing, and proposed future land uses, and to existing zoning, and the Village's Comprehensive Plan.

C. Listing of any special permits, variance, or exemptions from the zoning ordinance or any other Village ordinance that may be required.

#### **§ 5.7 – Review of development plan.**

A. Within fifteen (15) working days of receipt of a petition for development plan approval the building official shall:

1. Determine whether or not the information is complete and if incomplete inform the applicant in writing of the deficiencies. The applicant may submit an amended plan within ten days without payment of a reapplication fee.

2. Determine that the petition is complete.

a. If the petition is for a minor development, approve or disapprove the application.

b. If for a major development, proceed with the following procedures.

B. Prepare a written report setting forth the factual conclusions and:

1. Recommend that the petition be approved.

2. Recommend that the proposed development permit be denied; or

3. Recommend that the petition be denied unless specific modifications are made. The modifications shall be described in sufficient detail and exactness to allow the Applicant to amend his request accordingly.

#### **§ 5.8 – Site plan review, site plan and model required.**

A. Site plan and model required.

For any proposed development or redevelopment within the Village other than a single-family residence, a site plan and a computer model, or an architectural model built to scale, shall be furnished to the Village Manager, or his/her designee. Within ten (10) days prior to the Planning and Zoning Board public hearing, the applicant shall make available for view a computer model or an architectural model and photographs depicting same. If an architectural model is provided, said model shall be retrieved by the developer within thirty (30) days following the final public hearing before the Village Commission. The photographs depicting the model and any computer model shall become part of the public records. Any computer or architectural model shall demonstrate the proposed structure as well as existing structures on either side. The applicant shall affirmatively demonstrate that no setback for the new structure shall not conflict with the existing or approved structure on either side of the proposed structure.

B. Site plan requirements.

Approval of the site plan shall meet the requirements of Section 8.10.D.4. The site plan shall include but not be necessarily limited to the following material, including conformance with all State laws and those of Dade County.

1. The title of the proposed project and the name of the site planner, engineer, architect, landscape architect, developer, and owner.
2. The north point, scale (1/16 inch to the foot, or larger), and date of preparation of the site plan.
3. Existing and proposed zoning district boundaries.
4. Existing easements (with the ownerships thereof noted on the plan), property lines, streets, buildings, and other physical features in or adjoining the project.
5. Proposed streets, alleys, driveways, walkways, curb cuts, off-street parking spaces, loading areas, outdoor lighting systems, storm drainage, and sanitary sewer facilities.
6. Preliminary floor plans of typical floors and elevations of any proposed building according to a 1/16 inch scale.
7. Location, height, and type of all proposed buildings, structures, uses, signs, fences, walls, landscaping, and open space.
8. Tabular project summary, indicating the total acreage, plot area density, lot coverage, open space, and off-street parking spaces. If variances are being sought, the extent of those variances from the requirements of this chapter shall be included within the tabular summary.
9. Review by Planning and Zoning Board and Village Commission.
  - a. Site plans for a building or buildings which contain more than two (2) dwelling units, or more than 299 square feet of commercial or office space shall be reviewed by the Planning and Zoning Board and the Village Commission.
  - b. In reviewing site plans for development, the Planning and Zoning Board and the Village Commission must consider and abide by the provisions of chapter 155 of the North Bay Village Code of Ordinances currently in effect.
  - c. The review by the Planning and Zoning Board and Village Commission shall attempt to establish that the proposed development or redevelopment conforms to all applicable provisions of the building and zoning regulations of the Village and the Florida Building Code; and that the proposed development or redevelopment has a design and arrangement which:
    - (1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.
    - (2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.
    - (3) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.
    - (4) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.
  - d. The review of a site plan does not indicate or imply approval of the working drawings (plans) and specifications required for the building permit.

e. Requests for variances shall require a separate public hearing.

**§ 5.9 – Administrative approval of site plan modification.**

A. An amendment to a site plan that has been approved by the Planning and Zoning Board and the Village Commission pursuant to § 4.2 and § 5.8 may be approved by the Village Manager upon recommendation of the Village Planning and Zoning Official without further review or approval by any such body, as follows:

1. Any modification to the overall combination of unit types within the building(s) shown on the approved site plan or any increase in the total number of units, provided that the additional total number of units does not exceed five percent of the total number of dwelling units of the approved site plan and the resulting total number of units does not exceed the allowable density under the North Bay Village's Unified Land Development Code.
2. Any modification to increase the size of any units shown on the approved site plan provided that the modification is consistent and is not in violation of the North Bay Village's Unified Land Development Code. Further, the total floor area for the site plan modification shall not exceed ten percent of the approved site plan after deducting any increase in total floor area directly attributed to bringing unit sizes into compliance with the current minimum unit size set forth in the North Bay Village's Unified Land Development Code. Any increase in the number or in the size of units will be subject to review in order to determine if concurrency requirements are met.
3. Any modification to increase or decrease the floor-to-ceiling dimensions of any individual floor within the approved site plan, provided that the modification complies with the North Bay Village's Unified Land Development Code and does not result in a modification of the number of floors for the approved site plan.
4. Any modification to increase or decrease the number of parking spaces within the approved site plan made in order to conform off-street parking of the approved site plan to any modification of a nature described in subparagraphs A.1 or A.2, preceding, provided that the modification shall be substantially consistent with the approved site plan and not in violation of the North Bay Village's Land Development Code or any applicable state or federal law.
5. Any modification to the footprint of any building shown on the approved site plan provided that the modification does not change the generalized location of the building(s) shown on the approved site plan nor conflict with buffering requirements and is not in violation of the North Bay Village's Code of Ordinances.

B. Any modifications approved by the Village Manager upon recommendation of the Village Planning and Zoning Official pursuant to Section 5.9 shall be subject to the following limitations:

1. Any modification to an approved site plan not expressly authorized under § 5.9 shall require review and approval in accordance with the requirements and procedures for review and approval of a new site plan, as set forth in Section 5.8.
2. Modifications to an approved site plan approved pursuant to Section 5.9 shall take effect upon approval by the Village Manager, upon recommendation of the Village Planning and Zoning Official.

C. Courtesy notification of approved site plan modification review will be given to property owners subject to the requirements of Section 4.4.A, hearing and notices, of the North Bay Village's Unified



Land Development Code.

**§ 5.10 – Expiration of site plan approval.**

Site plans approved in accordance with these regulations shall expire two (2) years following final approval by the Village Commission unless otherwise approved by development order. Such site plans may be granted no more than two (2) one-year renewals subject to approval by the Village Commission. To avoid expiration of the site plans the applicant must apply for a full building permit within the time frames set forth above.

**§ 5.11 – Building permits.**

While both development permits and development orders are considered development orders by state law, building permits are distinguished in this Code as approvals for actual construction or installation.

**A. Authority.7.1**

The South Florida Building Code has been adopted by North Bay Village as the "Building Code of North Bay Village." All applications for building permits shall be submitted to and processed by the Building Official.

**B. Requirements and conditions.**

The following requirements shall be met prior to the processing of any application for a building permit.

1. All petitions must be accompanied by two sets of plans and specifications prepared in accordance with the requirements of the South Florida Building Code. The plans must include a survey prepared by a registered land surveyor.
2. Petitions must include a level of service assessment (see § 5.18).
3. Petitions for development or redevelopment other than for a single-family residence must contain a site plan which contains:
  - a. Existing and proposed future land use and zoning district boundaries.
  - b. Existing easements and all physical features in or adjoining the project.
  - c. Proposed streets, alleys, curb cuts, off-street parking spaces, loading areas, outdoor lighting, storm drainage, and sanitary sewer facilities.
  - d. Tabular project summary indicating lot area, building area, density, and off-street parking spaces.
  - e. Location, type, height of all proposed buildings, signs, fences, landscaping, and open space.
  - f. Petitions must be accompanied by the appropriate filing fee as set forth in Section 5.12.

**§ 5.12 – Filing fees, charges for consultant services, and escrow account.**

**A. Consultants.**

1. The Village Manager and/or his/her designee as part of the review of any development application presented to the Village, may refer any such application to such engineering,

planning, legal, technical, environmental, or other professional(s) consultants employed or retained by the Village ("consultant(s)) as the manager shall deem reasonably necessary to enable him/her to review such application as required by law.

2. Charges made by such consultants shall be made in accordance with the charges customarily made for such services in Miami-Dade County, and pursuant to an existing contractual agreement by and between the Village and the consultant.
3. The consultant's services shall be charged at the hourly rates specified in the particular consultant's agreement with the Village. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery deposit.

B. Cost recovery established.

1. The applicant shall reimburse the Village for the actual cost of Consultant or employed professional review services pursuant to the cost recovery procedures and requirements of subsection C below.
2. Payment in full by the applicant to the Village for the Village's actual expenditures for review of the application shall be a written condition of any development order. These cost recovery deposits fees shall be in addition to any and all other fees required by law, rule, or regulation of the Village Code.

C. Cost recovery procedure.

1. At the time of submission of any application for development approval, the applicant shall pay the minimum cost recovery deposit fee outlined in the development approval fee and cost recovery deposit schedule set forth in this section, which funds shall be deposited into a cost recovery escrow account established for this purpose. Withdrawals shall be made to reimburse the Village for the cost of consultant services.
2. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery escrow account.
3. When the balance in the Village's cost recovery escrow account is reduced to one-half (½) of its initial amount, the applicant shall deposit additional funds into such account to bring its balance up to the amount of the initial deposit. If such amount is not replenished within 30 calendar days after the applicant is notified, in writing, of the requirement of such additional deposit, the Village may suspend its review of the application and the application shall be deemed withdrawn.
4. If an application is suspended due to nonpayment of the additional escrow deposit specified in subsection 3, a resubmission fee shall be paid and the cost recovery deposit shall be replenished to a minimum of one-half of the original deposit amount before the application will be reviewed.
5. Prior to the scheduling or noticing of any board or commission hearing, the Village Manager's review of the application shall be complete and the cost recovery escrow account balance shall be replenished to equal at least one-half of the initial deposit amount.

D. Review of consultant's charges. Upon a determination by the Village Manager or his/her designee that there has been a miscalculation concerning a consultant's fees, the Village Manager or his/her designee is authorized to review the charges and issue a credit or refund a portion of the cost recovery deposit.

E. Schedule of fees and cost recovery deposits. No new development application shall be accepted and no building permit or certificate of occupancy shall be issued for any 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. All fees and cost recovery deposits shall be paid according to the development approval fee and cost recovery deposit schedule below:

**Development Approval Fee and Cost Recovery Deposit Schedule**

<u>Type of Request</u>	<u>Filing Fee</u>	<u>Cost Recovery Deposit*</u>
<b>Amendments</b>		
Comprehensive Plan Text Amendment	\$2,000	\$10,000
Comprehensive Plan Future Land Use Map Amendment	\$2,000	\$10,000
Zoning Map Amendment	\$2,000	\$10,000
Unified Land Development Code Amendment	\$2,000	\$10,000
<b>Site Plan Review</b>		
Single Family Residential and Existing Non-Residential	\$1,000	\$2,000
Multifamily Residential and New Non-Residential - Base Fee**	\$1,000	\$6,000
Multifamily Residential with 2-19 Dwelling Units - Additional Fee	\$900	
Multifamily Residential with 20-100 Dwelling Units - Additional Fee	\$1,500	
Multifamily Residential with 101-199 Dwelling Units - Additional Fee	\$2,500	
Multifamily Residential with 200 or more Dwelling Units - Additional Fee	\$3,500	
Non-Residential 399 Square Feet and Under - Additional Fee	\$700	
Non-Residential 400-19,999 Square Feet - Additional Fee	\$1,100	
Non-Residential 20,000-99,999 Square Feet and Under - Additional Fee	\$2,500	
Non-Residential 100,000 Square Feet and Over - Additional Fee	\$3,500	
<b>Site Plan Modification</b>		
Single Family Residential and Existing Non-Residential	\$1,000	\$2,000
Multifamily Residential and New Non-Residential	\$1,000	\$6,000
<b>Administrative Site Plan Modification (no commission review)</b>		
Single Family Residential and Existing Non-Residential	\$600	\$1,000
Multifamily Residential and New Non-Residential	\$600	\$4,000
<b>Variances (per variance)</b>		
Single Family Residential and Existing Non-Residential	\$200	\$1,000
Multifamily Residential and New Non-Residential	\$600	\$2,000
Sign Variance	\$600	\$2,000
Alcoholic Beverage Sales Variance	\$600	\$2,000
<b>Use Exceptions</b>		
Single Family Residential and Existing Non-Residential	\$600	\$2,000
Multifamily Residential and New Non-Residential	\$600	\$4,000
<b>Renewals of Site Plans, Variances, and Use Exceptions</b>		
Single Family Residential and Existing Non-Residential	50% of original filing fee	\$1,000
Multifamily Residential and New Non-Residential	50% of original filing fee	\$2,000
<b>Other Requests</b>		
Dock Waiver	\$300	\$2,000
Appeal of Administrative Decision	\$600	\$2,000

Plat	\$1,000	\$10,000
Waiver of Plat	\$1,000	\$4,000
*The applicant is responsible for the actual cost of professional review services including but not limited to: engineering, planning, legal, technical, environmental, etc. These review costs shall be deducted from the cost recovery deposit. Depending on the level of expenses, the applicant shall be required to replenish the cost recovery deposit or if the cost recovery deposit is not entirely expended, the remaining balance will be refunded to the applicant.		
** Add base fee to the appropriate additional fee for the total filing fee.		
Note: In addition to application fees and cost recovery deposits, advertising and mailing costs shall be paid by the applicant separately.		

F. Additional review fees. The following fees are required as part of the review process in addition to required filing fees and cost recovery deposits:

1. Advertising; and
2. Mailing costs.

G. Subsequent review and resubmission fees.

1. A resubmission fee shall be required to be submitted by the applicant as specified in this section.
2. If an application is deemed incomplete, is withdrawn prior to the hearing by the board or commission, is deemed withdrawn for failure to respond to a request for information necessary for review, or suspended for nonpayment of required additional cost recovery fees within the required timeframe, any subsequent submission shall be accompanied by a resubmission fee of 50 percent of the original application filing fee.
3. Should the project be substantially changed or modified so that, in the opinion of the Village Manager or his/her designee it represents a new project on the same property, the resubmission fee shall be equal to the original filing fee appropriate to the particular project.

H. Refund.

1. Fees. All fees shall be deemed nonrefundable unless the refund request has been received prior to administrative review or public advertisement.
2. Cost recovery escrow account. Upon final approval or denial of an application, expiration of any applicable appeal period, and payment of all consultant charges, the Village shall refund to the applicant any funds remaining in the cost recovery escrow account.

**§ 5.13 – Fees for copies of records.**

The Village Clerk shall charge and collect fees for furnishing copies of plans, permits, and other records to the public, in accordance with a fee schedule established by the Village Manager.

**§ 5.14 – Errors, violations, and permits erroneously issued.**

- A. The issuance or granting of a permit or approval of plans or specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this ULDC. No permit presuming to give the authority to violate or cancel the provisions of this ULDC shall be valid except insofar as the work or use which it authorizes is lawful.
  
- B. The issuance of a permit upon plans and specifications shall not prevent the Building Official from thereafter requiring the correction of errors in the plans and specifications or from preventing building operations being carried on there under when in violation of this ULDC, or any ordinance of the Village.
  
- C. When permits are issued through administrative error, it shall be called to the attention of the permit holder as soon as it is discovered. The situation shall be voluntarily corrected by the permit holder to the satisfaction of the Village Administration. In the event of an unresolved dispute between the permit holder and the Administration, the permit holder shall have the right to an administrative appeal according to the procedures set forth in Section 4.5.

**§ 5.15 – Certificates of occupancy.**

- A. No premises shall be used and no building hereafter erected or structurally altered shall be used, occupied, or changed in use until a certificate of occupancy and compliance has been issued by the Building Official stating that the building or premises complies with the South Florida Building Code and the provisions of these regulations. In the event there is a question as to the nature or legality of a use, the Building Official shall require affidavits and such other information as he may deem appropriate or necessary to establish the nature and legality of the use before issuance of a certificate of occupancy.
  
- B. No permanent or final electrical service will be permitted until a final certificate of occupancy has been issued.
  
- C. Whenever a request has been made to the Building Official for the issuance of a certificate of occupancy, it shall be accompanied by a certificate of compliance consisting of affidavits from the building contractor (or owner-builder) responsible for the building and the architect or engineer whose seal appeared on the original and all supplementary plans filed in support of the application. The affidavits by the architect or engineer and the building contractor (or owner-builder), respectively, shall state affirmatively that the plans and specifications and all changes thereto are in compliance with, and that the buildings or structures have been substantially completed in accordance with, the South Florida Building Code and this chapter or any variance thereto lawfully granted by the Village Commission.
  
- D. Temporary certificates of occupancy may be issued for commercial or multi-family structures for purposes of testing. No temporary certificate of occupancy may be issued for a single-family residence. No occupancy of a single family residence shall be permitted until a final certificate of occupancy has been issued.

- E. The Building Official shall not issue any certificate of occupancy for any new or remodeled or otherwise structurally altered building without first receiving the certificate of compliance as set forth in subparagraph C, above. Upon the receipt of the certificate of compliance, it shall be examined by the Building Official.
- F. Following a physical examination by the Building Official, determination of compliance with all applicable codes and ordinances, and conditioned upon his written certification of the accuracy of the information contained in the affidavit supporting the certificate of compliance, the Building Official shall issue a certificate of occupancy.
- G. Any person submitting false information by affidavit in support of a certificate of compliance may receive the maximum punishment as provided by the Village Charter. Any certificate of occupancy issued upon information supplied therein shall be subject to revocation.
- H. No final inspection shall be made nor shall any certificate of occupancy be issued until all fees and charges due to the Village pertaining to the property are fully paid.

#### **§ 5.16 –VACATION OF STREETS, ALLEYS, EASEMENTS, AND PUBLIC RIGHTS-OF-WAY**

A. Policy declaration.

The Village declares the following to be its general policy regarding vacation of streets, alleys, easements, and public rights-of-way. The vacation of streets, alleys, easements, and public rights-of-way shall be considered based primarily, but not exclusively, on the effect on utilities located in said right-of-ways, emergency services access, feasibility of road construction, access to lots abutting the vacation, area traffic patterns and adjacent landowners' input.

B. Vesting of title upon vacation.

Whenever any property has been conveyed to, or acquired by, the Village for use as a street, alley, easement, or public right-of-way, and thereafter is vacated, title to the lands included within such street, alley, easement, or public right-of-way, or so much thereof as may be vacated, shall vest, subject to the same encumbrances, liens, limitations, restrictions, and estates as the land to which it accrues, as follows:

1. In the event that a street, alley, easement, or public right-of-way, which constitutes the exterior boundary of a subdivision or other tract of land, is vacated, title to vacated property shall vest in the owners of the land abutting the vacated property at the time said property was acquired for public use, was a part of the subdivided land, or was a part of the adjacent land.
2. In the event that less than the entire width of a street, alley, easement, or public right-of-way is vacated, title to the vacated portion shall vest in the owners of the land abutting such vacated portion.
3. In the event that a street, alley, easement, or public right-of-way bounded by straight lines is vacated, title to vacated property shall vest in the owners of the abutting land, with each owner taking to the center of the street, alley, easement or public right-of-way, except as provided in subsections A. and B. of this section. In the event that the boundary lines of abutting lands do

not intersect the roadway at a right angle, the land included within such roadway shall vest as provided in subsection D. herein.

4. In all instances not specifically provided for, title to the vacated property shall vest in the owners of the abutting land, with each owner taking that portion of the vacated property to which his land or any part thereof is nearest in proximity.
5. No portion of a roadway, upon vacation, shall accrue to an abutting roadway.

C. Reservation of land for utility uses.

In the event of vacation, easements may be reserved for the continued use of existing sewer, gas, water or similar pipelines and appurtenances, for ditches, or drainage and appurtenances, and for electric, telephone, cable and similar lines and appurtenances.

D. Vacation to be accomplished by ordinance.

If the Village Commission approves an application for a vacation, the actual vacation of any property within a street, alley, easement, or public right-of-way within the Village shall be accomplished by ordinance.

E. Recordation of vacation ordinance.

Any ordinance for vacation of any street, alley, easement or public right-of-way, once duly passed and effective, shall be recorded or caused to be recorded by the Village in the official records of Miami-Dade County. The vacation shall not be effective until such recording has been completed and the applicant who initially requested the vacation has reimbursed the Village for its recording costs and fees. No permits shall be issued until such time as the recordation of the vacation has been completed.

F. Reapplication.

No application for a vacation of streets, alleys, easements, or public rights-of-way shall be filed less than one year after the date of disapproval by the Village Commission or conclusion of an appeal, whichever is later, of an application for vacation involving the same land, easement or right-of-way or any portion thereof.

G. Expiration of application.

An application for the vacation of a street, alley, easement or public right-of-way shall expire 180 days after written notice has been served by the Building Official to the applicant requesting that the applicant provide additional information or that the applicant needs to undertake a specific action(s) before the application can be further considered; provided that the applicant has not supplied the Village with the requested information; has not provided evidence to the Village that he/she has undertaken the specific action(s) set forth in the written notice; or has not requested, in writing, an extension.

## DIVISION 2, CONSISTENCY AND CONCURRENCY DETERMINATIONS

### § 5.17 – Consistency with North Bay Village Comprehensive Plan.

- A. No development activity may be approved unless it is found that the development is consistent with the density and intensity requirements in the Village's Comprehensive Plan; meets the criteria contained in the Comprehensive Plan; and that those public services and facilities addressed in the Comprehensive Plan will be available at the prescribed levels of service (LOS) concurrent with the impact of the development on those services and facilities.
- B. If a development proposal is found to meet all the requirements of the ULDC it shall be presumed to be consistent with the Comprehensive Plan. If a question of consistency is raised, the Building Official shall make a determination of consistency or inconsistency and support the determination with written findings.

### § 5.18 – Level of service compliance requirements.

All applications for development orders shall be required to demonstrate that the proposed development does not degrade adopted levels of service in North Bay Village. A level of service assessment demonstrating that the proposed development will not degrade the adopted level of service by meeting one of the following general tests, shall accompany each request for development order or development permit approval:

- A. Capacity exists at the time of application to meet the service needs of the proposed development based upon the scheduled completion and occupancy, and based upon the standards described below.
- B. Capacity does not exist at the time of application, but shall exist at the time of completion and occupancy of the proposed development. Existence of capacity shall be ensured through one of the following:
1. Construction is underway to provide additional capacity and is scheduled for completion by or before scheduled occupancy of the development.
  2. Contracts are signed for construction to provide additional capacity on a schedule which provides capacity at the time of occupancy of the development.

### § 5.19 – Determining existing capacity.

For the purposes of these regulations, the available capacity of a facility shall be determined by:

- A. Adding together:
1. The total capacity of existing facilities operating at the required level of service; and
  2. The total capacity of new facilities that will come available concurrent with the impact of the development. The capacity of new facilities may be counted only if one or more of the following is shown:
    - a. Construction of the new facilities is under way at the time of application.



- b. The new facilities are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued.
- c. The new facilities have been included in the appropriate capital improvement program annual budget.
- d. The new facilities are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes or an agreement or development order pursuant to Chapter 380, Florida Statutes.

B. Subtracting from that number the sum of:

- 1. The demand for the service created by existing development; and
- 2. The new demand for the service that will be created concurrent with the impacts of the proposed development by the anticipated completion of other presently approved developments.

**§ 5.20 - Burden of showing compliance.**

The burden of showing compliance with level of service requirements shall be upon the developer. In order to be approvable, applications for development approval shall provide sufficient information showing compliance with these standards.

A. Potable water.

New development shall not be approved unless there is sufficient available capacity to sustain the following levels of service for potable water as established in the potable water sub-element of the North Bay Village Comprehensive Plan.

- 1. Minimum design flow: 120 gpd per capita
- 2. Pressure: To meet Dade County fire flow ordinance

B. Wastewater.

New development shall not be approved unless there is sufficient available capacity to sustain the following levels of service for wastewater treatment as established in the Capital Improvements Element of the North Bay Village Comprehensive Plan:

Minimum design flow: 110 gpd per capita

C. Transportation system.

1. Level of service.

New development shall not be approved unless there is sufficient available capacity to sustain the following level of service for transportation systems as established in the Transportation Element of the North Bay Village Comprehensive Plan:

Type of Facility                      Peak Hour Level of Service

<u>Arterial roadways</u>	D
<u>Collector roadways</u>	D
<u>Limited access roadways</u>	D

2. Determination of impact.

The projected level of service for arterials and collectors within the traffic shed shall be calculated based upon estimated trips to be generated by the project, or where applicable, the first phase of the project, and taking into consideration the impact of other approved but not completed developments within the projected area of impact. Information on committed development within the traffic shed shall be provided by the Village and/or county.

D. Drainage system.

No new development shall be approved unless there is sufficient available capacity to sustain a five year frequency storm event including retention or detention with filtration of the first inch of runoff, as established in the drainage subelement of the North Bay Village Comprehensive Plan.

E. Solid waste.

No new development shall be approved unless there is sufficient available capacity to sustain a level of service for solid waste of seven (7) pounds per capita per day as established in the solid waste subelement of the North Bay Village Comprehensive Plan

**DIVISION 3. SUBDIVISION REGULATIONS**

**§ 5.21 –Purpose and intent.**

The public health, safety, comfort, and welfare require the harmonious, orderly, and progressive development of land within the Village. To this end, all lands within the Village must be subdivided and platted before any development approval can be obtained.

**§ 5.22 –Preliminary and final plats.**

A. Purpose and intent.

The purpose of requiring and regulating the platting of land within the Village is to ensure compliance with the procedural and substantive requirements of the North Bay Village Comprehensive Plan, the Dade County Subdivision Ordinance, chapter 28 of the Dade County Code of Ordinances, and the requirements of Chapter 177, Florida Statutes.

B. Procedures.

1. Fifteen copies of the tentative plat, prepared in accordance with requirements of chapter 28 and prepared by a licensed surveyor, application for tentative plat approval and accompanied by an opinion of title no older than 30 days, a level of service assessment, and a certified survey of the site shall be submitted to the Building Official.
2. The Building Official shall review the tentative plat as to its compliance with objectives of the Village's Comprehensive Plan, including level of service standards.

3. The Building Official shall place the tentative plat on the Planning and Zoning Board's agenda and submit his recommendations to the board.
4. The Planning and Zoning Board votes to approve or disapprove the tentative plat.
5. The Village Manager places the tentative plat on the agenda of the Village Commission and forwards a copy of the Planning and Zoning Board's recommendations and a copy of the Building Official's report.
6. The Village Commission votes to approve or disapprove the tentative plat. If approved, two copies are signed by the Mayor. One signed copy is returned to the surveyor or subdivider; one copy is filed in the public works department.
7. The surveyor or subdivider delivers the signed tentative plat and 14 copies to Miami-Dade County Subdivision Control for processing.
8. Miami-Dade County shall notify the subdivider or surveyor and the Village of its action (approve, approve with conditions, or disapprove).
9. After the surveyor prepares the final plat in accordance with chapter 20 and incorporates all conditions, if any, into the plat, he submits the final plat accompanied by a paving, grading, and drainage plan to the Building Official who then shall review it for consistency with the recommendations made by the Village Commission and Miami-Dade Subdivision Control before placing it with an accompanying report and resolution on the Village Commission's agenda.
10. The Village Commission receives the final plat and concurrency evaluation report from the Building Official at its first public hearing to discuss the proposed plat.
11. The Village Commission holds the second public hearing approximately two weeks later and votes to approve or disapprove the final plat. If the commission votes to approve the plat, the mayor signs the plat as well as the Resolution accepting the (re)subdivision.

## CHAPTER 6, NONCONFORMITIES

### § 6.1 –Defined.

For purposes of this chapter, a nonconforming lot, structure, use, or characteristic of use, is defined as a platted lot, structure, or use, or combination thereof that does not comply with the use or site development standards of the zoning district in which the lot, structure, use, or characteristic of use, or combination thereof is located, but which was legally established and in existence before the effective date of this chapter.

### 6.2. Purpose and intent.

- A. It is the purpose and intent of this chapter to permit the continuation of those lots, structures, uses, characteristics of use or combination thereof, which were lawful prior to the passage of this chapter or future amendment thereto.
- B. This chapter is designed to provide reasonable and equitable standards and guidelines for the control of nonconforming lots, structures, uses, and characteristics of uses in the regulation of change of use, change in kind or quality of use, change in volume or intensity of use, change in location of use, change of ownership or tenancy of use, accessory or incidental uses to nonconforming lots, structures, uses, or characteristics of uses, enlargement of use, replacement of use, addition or expansion of facilities, new activities, products or services connected with the nonconforming lot, structure, repair of a nonconforming structure, restoration of a nonconforming structure, and abandonment or discontinuance of a nonconforming structure or use, or any combination thereof.
- C. It is the further purpose and intent of this chapter allow lawful nonconforming lots, structures, uses, and characteristics of use and combinations thereof to continue, subject to specific conditions, in order to not interfere with the existing circumstances surrounding land development within North Bay Village, prior to the effective date of this chapter any more than is necessary for the proper exercise of police powers relating to the general public welfare of the residents of North Bay Village.

### § 6.3 – Nonconforming classifications.

- A. Within the zoning districts established by this Code, or amendments that may be later adopted to this Code, there may exist:
1. Nonconforming lots
  2. Nonconforming structures;
  3. Nonconforming uses;
  4. Nonconforming characteristics of use;
  5. Combinations of nonconforming lots, nonconforming structures, nonconforming uses and nonconforming characteristics of use.

B. These nonconforming classifications are declared by this chapter to be incompatible with present permitted uses and all or part of the site development standards regulating permitted uses in the district where the nonconforming classifications are located and, therefore, are the proper subject regulations as provided for herein.

#### **§ 6.4 – Scope.**

A. In order to avoid undue hardship, nothing in this chapter shall be deemed to require any change in the plans, construction or designated use of any structure on which actual construction was lawfully done prior to the effective date of adoption of this chapter and upon which actual building construction has been carried on diligently.

B. For the purposes of this chapter, the term "actual construction" is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner according to approved plans for the specific improvement. Where evacuation or demolition or removal of an existing structure has been substantially begun, preparatory to building, such evacuation or demolition or removal shall be deemed to be actual construction; provided, however, that work has been and shall be carried on diligently pursuant to a valid building permit.

#### **§ 6.5 – Nonconforming lots of record.**

A. Construction of one single-family dwelling unit.

In any district in which single-family dwellings are permitted, a one (1) single-family dwelling and customary accessory building(s) may be erected on a single lot, tract, or parcel of land of record that is nonconforming with respect to minimum lot area or frontage at the effective date of adoption of this chapter, provided, however:

1. Such lots must be in separate ownership and not be of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or frontage that are applicable in the zoning district in which the lot, parcel, or tract is located.
2. The construction otherwise conforms to all other applicable laws and ordinances including, but not limited to, required minimum setbacks, minimum floor area, maximum building height and FEMA requirements, unless a variance is granted to such other regulations pursuant to Chapter 7 of this Unified Land Development Code.
3. If two or more lots, or combination of lots, or portions of lots with continuous frontage and single ownership are of record at the time of the passage of this chapter, and if all or part of the lots do not meet the requirements established for lot areas or frontage, the lands involved shall be considered to be an undivided parcel and no portion of such parcel shall be used or sold in a manner which diminishes the degree of compliance with established lot area or frontage requirements
4. It shall be the burden of the property owner to demonstrate that the lot is a legal nonconforming lot of record.

B. Construction of other than one single-family dwelling unit.

Notwithstanding limitations imposed by other provisions of this Unified Land Development Code, any lot of record which is nonconforming as to the required minimum frontage requirement the zoning district in which it is located may be used as permitted by the district regulations of the zoning district in which the lot is located, provided:

1. The density or intensity of such use shall not exceed the maximum density or intensity allowable within the zoning district in which the lot of record is located;
2. The construction otherwise conforms to all other applicable laws and ordinances including, but not limited to, required minimum setbacks, minimum pervious area, maximum building height, FEMA requirements, and concurrency requirements, unless a variance is granted to such other regulations pursuant to Chapter 7 of this Unified Land Development Code.
3. It shall be the burden of the property owner to demonstrate that the lot is a legal nonconforming lot of record.

**§ 6.6 – Nonconforming uses of land.**

A. Defined.

A use of any land or structure, other than a sign, is a nonconforming use if:

1. The use is not listed as a permitted use in the zoning district in which it is located; or
2. The use is not a special use or use exception which was specifically approved by the Village Commission; or
3. The use exists at a density or intensity in excess of that allowable for the zoning district in which it is located.

B. Continuation.

The lawful use of land existing at the time of the passage of this chapter or an amendment thereto, although such uses do not conform to provisions of the Unified Land Development Code may be continued subject to the following limitations and restrictions:

1. Change in location of use.

A nonconforming use shall not be moved in whole or in part to any other portion of the lot parcel occupied by such use at the effective date of adoption of this chapter.

2. Change in ownership or tenancy.

All rights and obligations associated with a nonconforming use of land run with the land and are not personal to the present owner or tenant of the nonconforming use of land and are not affected by a change in ownership or tenancy, except if abandoned.

3. Accessory uses.

Uses accessory to a nonconforming use not in existence at the time of the effective date of adoption of this chapter are not permitted.

4. Change of use.

a. A nonconforming use shall not be changed to another nonconforming use.

b. A nonconforming use may be changed to a permitted use for the zoning district in which the

property is located upon the obtainment of all necessary permits and approvals and may not thereafter be permitted to revert to a nonconforming use.

5. Expansion or extension of use.

No nonconforming use shall be enlarged, increased, expanded or intensified beyond what existed at the time it became nonconforming.

6. Replacement of use.

a. Destruction of more than fifty percent (50%).

In the event that any existing nonconforming use is destroyed by more than fifty percent (50%) of its assessed value at the time of destruction as determined by the official records of the Miami-Dade County Property Appraiser by any means, including fire, flood, wind, explosion, demolition, act of God, or act of a public enemy, such use shall not be replaced.

b. Destruction of fifty percent (50%) or less.

(1) If such nonconforming use is destroyed to a level of fifty percent (50%) or less of its total assessed value at the time of destruction as determined by the official records of the Miami-Dade County Property Appraiser, it may be replaced, except that replacement shall only occur in compliance with those building, plumbing, electrical, gas, fire, and other construction and safety related regulations in effect at the time of application for a permit to allow replacement.

(2) In no event shall the destroyed nonconforming use be replaced such that the replacement structure is higher, contains greater lot coverage or floor area, has greater bulk, or lesser setbacks, than the original structure in which the nonconforming use was located.

7. Abandonment or discontinuance of use.

The abandonment or discontinuance of a nonconforming use for a period of 180 consecutive days or six (6) months shall render the nonconforming use status of the specific nonconforming use null and void. In the factual determination of whether a nonconforming use has been abandoned or discontinued, the following factors shall be used, but not be limited to:

a. An intent to discontinue the nonconforming use through removal of stock in trade or removal of operating equipment.

b. Some overt act or failure to act which carries with it a sufficient implication that the owner neither claims nor retains any interest in the use of the abandoned property as it stood before the abandonment occurred. The mere renewal and maintenance of an active occupational license, without further positive action, shall not constitute continuance of a nonconforming use.

c. Inactive water, sewer, or electrical services at the existing facility.

d. Attempt to continue use shall include but not be limited to an active listing of the property with a realtor or through posting of a for rent sign.

## § 6.7 – Nonconforming structures.

### A. Defined

For the purposes of this chapter, a structure or building, other than a sign, is a nonconforming structure if the structure, or any physical characteristic thereof, is not in full compliance with all regulations of the zoning district in which it is located.

### B. Continuation.

Where a lawful structure exists at the effective date of adoption or amendment of this section chapter, and it could not be built under the terms of the Unified Land Development Code by reason of restrictions on area, lot coverage, height, yards, location of the lot, or other site development standards concerning the structure, such structure, except as otherwise specifically provided, may be continued so long as it remains otherwise lawful, subject to the following provisions:

#### 1. Alteration, enlargement, or expansion of nonconforming structure.

- a. No such alteration, enlargement, or expansion of a nonconforming structure shall be permitted in a way which increases its noncompliance with present property development and use standards of the zoning district in which it is located.
- b. Any nonconforming structure or portion thereof may be altered to decrease its noncompliance with present site development and use standards of the zoning district in which it is located. Nothing herein shall prohibit the Village Manager's designee from ordering the compliance with all applicable building construction and safety related codes.

#### 2. Replacement, restoration and reconstruction of nonconforming structure.

##### a. Destruction of more than fifty percent (50%).

In the event any existing nonconforming structure is destroyed by more than fifty percent (50%) of its assessed value at the time of destruction as determined by the official records of the Miami-Dade County Property Appraiser by any means, including fire, flood, wind, explosion, demolition, act of God, or act of a public enemy, such structure shall not be restored, reconstructed or replaced except in compliance with all applicable provisions of the Unified Land Development Code in effect at the time of its restoration, reconstruction or replacement.

##### b. Destruction of fifty percent (50%) or less.

In the event any existing nonconforming structure is destroyed by any means, including fire, flood, wind, explosion, act of God, or act of a public enemy by fifty percent (50%) or less of its total appraised value according to the latest records of the Miami-Dade County Property Appraiser, such structure shall be permitted to be replaced, restored, or reconstructed according to the site development standards in effect at the time of its original construction except that:

- (1) Replacement, restoration and reconstruction shall occur only in compliance with all other applicable building, plumbing, electrical, gas, fire and other construction and safety related regulations in effect at the time of application for permit to allow replacement, restoration, or reconstruction, and



(2) In no event shall the replacement structure have a greater density or intensity, height, or floor area; or, lesser minimum dwelling unit sizes, yard setback, or pervious area than the destroyed nonconforming structure.

c. *Repairs and maintenance of nonconforming structures.*

Routine repairs and maintenance of nonconforming structures on fixtures, wiring or plumbing or on the repair or replacement of walls shall be permitted.

d. *Change in location of nonconforming structure.*

Should any nonconforming structure be moved for any reason to any distance whatever from its original permitted location, it shall then conform to the regulations for the zoning district in which it is located after it is moved.

e. *Accessory structure.*

Structures normally accessory or incidental to a permitted structure or use in the zoning district in which the nonconforming structure is located may be permitted as accessory structures to the nonconforming structure.

f. *Abandonment or discontinuance of nonconforming structure.*

The abandonment or discontinuance of a nonconforming structure for a period of 180 consecutive days shall render the nonconforming status of the specific nonconforming structure null and void.

**§ 6.8 – Nonconforming characteristics of use.**

A. *Defined.*

For the purposes of this chapter, characteristics of use are defined as requirements for off-street parking, off-street loading, and landscaping and buffering.

B. *Continuation.*

Where a characteristic of use lawfully exists at the effective date of adoption or amendment of this chapter, and does not conform to the requirements of the Unified Land Development Code such nonconforming characteristic of use may be continued so long as it remains otherwise lawful, provided that, when a use or structure is modified in such a way that the use or structure requires a greater amount of parking, landscaping, or buffering than exists prior to the change, the characteristic(s) of use must be brought into conformance with the requirements associated with the changed use or structure.

**§ 6.9 – Nonconforming lots, uses, structures, and characteristics of use in combination.**

If on the effective date of this chapter, a lot of record, structure, use or characteristics of use, in any combination thereof, exists that would not be permitted under the terms of this chapter, but was lawful at the time of its original existence, that use may be continued unless otherwise deemed abandoned or terminated or required to be eliminated or brought into conformance by other applicable provisions of this chapter. Sections 6.6 through 6.9 shall apply to all nonconforming lots or record, structures, uses and characteristics of use, and any combination thereof.

## CHAPTER 7, VARIANCES

### § 7.1 – Purpose and intent.

The purpose and intent of this chapter is to provide flexibility in the administration of the Unified Land Development Code when the strict enforcement of the provisions of the Unified Land Development Code would result in an unnecessary hardship.

### § 7.2 – Variance prohibited.

Under no circumstances shall the Village Commission grant a variance to:

- A. Permit a use not generally permitted, or permitted by special exception or ~~special~~ use exception, in the district involved, or any use expressly or by implication prohibited by the terms of the Unified Land Development Code in that district, or
  
- B. Any condition, criteria or site development standard set forth in § 8.10.D.4, pertaining to special exceptions in the high density multiple family residential district, or any condition associated with the approval by the Village Commission of any unusual or new use, special exception, or ~~special~~ use exception.

### § 7.3 – Procedure for consideration of a hardship variance.

#### A. Planning and Zoning Board public hearing.

The Planning and Zoning Board shall hold a public hearing to consider a request for a hardship variance and shall recommend to the Village Commission, approval, approval with conditions, or denial of the variance.

#### B. Village Commission public hearing.

The Village Commission shall have the power, after a public hearing, to vary or adopt the strict application of the requirements of this chapter, and to prescribe appropriate conditions and safeguards associated with the granting of a variance

#### C. Required findings.

In order for the Planning and Zoning Board to recommend approval, and for the Village Commission to grant approval, of a variance request, both must make an affirmative finding with respect to all seven (7) of the following criteria:

1. That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district.
2. That the special circumstances and conditions were not self-created by any person having an interest in the property.
3. That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would

involve an unnecessary hardship for the applicant.

4. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district.
5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.
6. That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
7. The variance request is not based exclusively upon a desire to reduce the cost of development.

D. These required findings may be made by one (1) motion addressed to all seven (7) findings or, at the request of any member of the Board or Commission as the case may be, a finding or findings shall be considered separately.

E. The findings shall be made prior to the vote on the application.

F. The variance application shall be considered as a whole unless any member of the Planning and Zoning Board, or Village Commission, as the case may be, shall request that the application be considered in parts, in which event the application shall be considered in such parts as requested.

G. In light of the particular circumstances involved with each separate variance request, the grant of any variance shall not constitute or be deemed a precedent for the grant of any other variance.

#### **§ 7.4 – Non-hardship variances for single-family properties.**

A. Notwithstanding any other provision of this chapter, upon application duly made upon an application form to be provided by the Village the Planning and Zoning Board will hold a public hearing to consider requests by single-family property owners for a non-hardship variance to setback lines, lot size, restrictions and yard requirements for the location and construction of fences, nonpermanent carports, screen enclosures, sheds, awnings, air conditioning compressors, generators, swimming pool pumps and pool heating equipment, and make its recommendation to the Village Commission. After receiving the recommendation from the Planning and Zoning Board, the Village Commission will hold a public hearing to consider the request for the non-hardship variance.

B. The Planning and Zoning Board may make a recommendation for approval to the Village Commission if the Board finds:

1. The variance will be in harmony with the general appearance and character of the community;
2. The variance will not be injurious to the area involved or otherwise detrimental to the public welfare; and
3. The improvement is designed and arranged on the site in a manner that minimizes aerial and visual impact on the adjacent residences.

C. The Commission may grant such variance requests if the Commission finds:

1. The variance will be in harmony with the general appearance and character of the community;
2. The variance will not be injurious to the area involved or otherwise detrimental to the public welfare; and
3. The improvement is designed and arranged on the site in a manner that minimizes aerial and visual impact on the adjacent residences.

**§ 7.5 –Expiration of hardship and non-hardship variance.**

After the Village Commission has granted a hardship or non-hardship variance, the variance so approved or granted shall expire after two years, measured from the date of final Commission action, if no substantial construction or change of use has taken place in accordance with the plans for which the variance was granted.

**§ 7.6 –Reapplication for a hardship and non-hardship variance.**

No application for a hardship or non-hardship variance shall be filed less than one year after the date of disapproval by the Village Commission of an application for a variance involving the same land or any portion thereof.

## CHAPTER 8, ZONING

### DIVISION 1, ZONING DISTRICTS ESTABLISHED; ZONING MAP

#### § 8.1 – Title.

This chapter shall be known as the "Zoning Regulations for North Bay Village, Florida; 2017 Revision."

#### § 8.2 – Purpose and intent.

The purpose of this chapter is to encourage and promote, in accordance with present and future needs, the safety, morals, health, order, conveniences, prosperity and general welfare of the citizens of the Village, and to provide for efficiency and economy in the process of development, for the appropriate and best use of land, for preservation, protection, development and conservation of the natural resources of land, water and air, for convenience of traffic and circulation of people and goods, for the use and occupancy of buildings, for healthful and convenient distribution of population, for adequate public utilities and facilities, for promotion and the civic amenities of beauty and visual interest, for promotion of large-scale developments as a means of achieving unified civic design, and for development in accord with the Village's adopted comprehensive plan, by establishing zoning districts and by regulating the location and use of buildings, signs and other structures, and land and water for trade and residence by regulating and limiting or determining the height, bulk and access to light and air of buildings and structures, the area of yards and other open spaces, and the density of use. To accomplish this intent, the regulations and districts and have been designed with reasonable consideration, among other things, to the character of the districts and their suitability for particular uses.

#### § 8.3 – Establishment of zoning districts.

In order to regulate and restrict the location of commercial, public and semi-public uses, and residences, and the location of buildings erected or altered for specific uses, to regulate or limit population density and the intensity of the use of lot areas, and to regulate and determine the areas of yards, courts, and other open spaces within and surrounding such buildings, the following zoning districts are hereby established:

##### A. Single-Family Residential Districts.

1. RS-1 Low Density Single-Family Residential District (See Section 8.10.A).
2. RS-2 Medium Density Single-Family Residential District (See Section 8.10.B)

##### B. Multiple Family Residential Districts.

1. RM-40 Medium Density Multiple Family Residential District (See Section 8.10.C).
2. RM-70 High Density Multiple Family Residential District (See Section 8.10.D).

##### C. CG General Commercial District (See Section 8.10.E).

##### D. Bay View Overlay District (See Section 8.10F)

E. Government Use District (See Section 8.10G)

**§ 8.4 – Reference to district names.**

For the purpose of reference hereafter in these regulations, unless specifically provided to the contrary, the term *Residential* shall include both single-family and multi-family districts.

**§ 8.5 – Identification of district maps.**

Such land and the zoning district classification thereof shall be shown on a map designated as the Zoning District Map of the Village, dated and certified by the Village upon adoption. This Zoning District Map and all notations, dimensions, references, and symbols shown thereon pertaining to such districts, shall be as much a part of these regulations as if fully described herein, and shall be filed as part of these regulations. The map and any later alterations shall be available for public inspection in the offices of the Village Manager or his designee. These regulations shall be similarly dated, filed, and made available for public reference.

**§ 8.6 – Publication of district maps.**

- A. The Village Manager or his designee shall cause to be published, or prints made available, no later than March 31 of the year following adoption of these regulations, the Official Zoning District Map, clearly showing the zoning district boundaries and zoning district names and designations for the incorporated area of the Village. In each calendar year thereafter, if there have been any changes in the zoning district boundaries or in reorganization of districts and district classifications in the preceding year, such amended map shall be published no later than March 31, and shall reflect all changes as of December 31 of the preceding year.
- B. Any person desiring a copy of the Official Zoning District Map shall pay a fee for each copy, as set by ordinance.

**§ 8.7 – Interpretation of district boundaries**

- A. *Map symbols.* A district name or letter-number combination shown on the Zoning District Map indicates that the regulations pertaining to the district designated by that name or letter-number combination extend throughout the whole incorporated area of the Village, bounded by the district boundary lines within which the name or letter-number combination is shown or indicated, except as otherwise provided by this section.
- B. *Interpretation.* Where uncertainty exists with respect to the boundaries of the various districts as shown on the map accompanying and made a part of these regulations, the following rules shall apply:
1. In cases where a boundary line is given a position within a street, alley, or easement, it shall be deemed to be in the center of the right-of-way of the street, alley, or easement. If the actual location of the street, alley, or easement varies slightly from the location as shown on the Zoning District Map, then the actual location shall control.
  2. In cases where a boundary line is shown as being located a specific distance from a street line or other physical feature, this distance shall control.
  3. Where the district boundaries are not otherwise indicated and where the property has been or may hereafter be divided into blocks and lots, the district boundaries shall be construed to be

the lot lines, and where bounded approximately by lot lines, said lines shall be construed to be the boundary of such districts unless the boundaries are otherwise indicated on the map or by ordinance.

4. In unsubdivided property, unless otherwise indicated, the district boundary line shall be determined by the use of the scale contained on the Zoning District Map.
5. All water areas within the zoning jurisdiction are considered to be within a zoning district and controlled by applicable district regulations. District boundaries over water areas are located by noted or scaled dimensions, by relation to physical features, by coincidence with Village limit lines, or by a straight line projection of the centerlines of streets as indicated on the Zoning District Map. Straight line district boundaries over water areas shall be assumed to continue as straight lines until they intersect with each other, with Village limit lines or county limit lines.

#### **§ 8.8 – New land area.**

Any land hereafter created within or annexed to the corporate area of the Village shall take the classification of "RS-1" - Low Density Single-Family Residential. This shall include the extension of existing bulkhead lines or the creation of islands not contiguous to existing islands.

### **DIVISION 2, APPLICATION OF DISTRICT REGULATIONS**

#### **§ 8.9 – General regulations.**

##### **A. Compliance with regulations.**

1. No land or water area may be used except for a purpose permitted in the district in which it is located.
2. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered, nor shall any building or part thereof be used except for a use permitted in the district in which the building is located.
3. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered to exceed the height limit herein established for the district in which the building is located.
4. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the area regulations of the district in which the building is located.
5. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the off-street parking and loading regulations of the district in which the building is located.
6. No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the floor area, floor area ratio, or open space ratio regulations of the district in which it is located.

##### **B. Encroachment reduction of lot area.**

The minimum yards, parking space, and open spaces, including lot area per family, required by these regulations for each and every building existing at the time of the passage of these regulations or for any building hereafter erected, shall not be encroached upon or considered as required yard or open space for any other building, except as hereinafter provided, nor shall any lot area be reduced below the requirements of these regulations.

C. Accessory buildings; prior construction. No accessory building, structure, or dock shall be constructed upon a lot until the construction of the main use building has actually commenced. No accessory building shall be used unless the main use building on the lot is also being used.

D. Location on a lot required. Every building or structure hereafter erected, moved, or structurally altered shall be located on a lot as herein defined, and except as hereinafter provided, in no case shall there be more than one principal building on one lot.

**§ 8.10 – District regulations.**

A. RS-1 Low Density Single-Family Residential District.

1. Purpose and intent.

The purpose of this District is to provide for low-density single-family residential development in a spacious setting, together with other principal uses as may be approved as use exceptions and such accessory uses as may be necessary and compatible.

2. Uses permitted.

Single-family residential dwellings including duly licensed home occupation.

3. Use exceptions as may be approved under Section 8.11

4. Prohibited uses.

- a. Facility or base for mobile marijuana dispensing.
- b. Grow house.
- c. Marijuana Dispensary.
- d. All other uses not specifically or provisionally permitted herein.

5. Site development standards.

a. Minimum lot size:

Area—7,000 square feet

Frontage—70 feet

b. Minimum yard setbacks:

<u>Setback</u>	<u>Distance (Feet)</u>
<u>Front</u>	<u>20</u>
<u>Side (corner)</u>	<u>20</u>
<u>Side (interior)</u>	<u>10</u>
<u>Rear</u>	<u>15</u>
<u>Waterfront</u>	<u>25</u>



The foregoing is applicable except for Lots 1 through 7 of Block 1 and 1 through 4 of Block 2, respectively, of the subdivision known as North Bay Island, which shall have a minimum waterfront setback of 20 feet.

c. Maximum building height:

Three stories, not to exceed 35 feet above grade.

d. Minimum floor area:

One story—2,000 square feet

Two story—2,600 square feet

B. RS-2 Medium Density Single-Family Residential District.

1. Purpose and intent.

The purpose of this District is to provide for medium-density single-family residential development in a relatively spacious setting, together with other principal uses as may be approved as use exceptions and such accessory uses as may be necessary and compatible.

2. Uses permitted.

Single-family residential dwellings including duly licensed home occupation.

3. Use exceptions as may be approved under Section 8.11

4. Prohibited uses.

- a. Facility or base for mobile marijuana dispensing.
- b. Grow house.
- c. Marijuana Dispensary.
- d. All other uses not specifically or provisionally permitted herein.

5. Site development standards.

a. Minimum lot size:

Area—6,000 square feet

Frontage—60 feet

b. Minimum yard setbacks:

<u>Setback</u>	<u>Distance (Feet)</u>
<u>Front</u>	<u>20</u>
<u>Side (corner)</u>	<u>15</u>
<u>Side (interior)</u>	<u>7½</u>
<u>Rear</u>	<u>15</u>
<u>Waterfront</u>	<u>25</u>

c. Maximum building height:

Three stories, not to exceed 35 feet above grade.

d. Minimum floor area:

One story—1,500 square feet

Two story—2,000 square feet

C. RM-40 Medium Density Multiple Family Residential District.

1. Purpose and intent.

The purpose of this District is to provide for medium density multi-family residential development, together with other principal uses as may be approved as use exceptions and such accessory uses as may be necessary and compatible. This district is intended to be utilized as a transitional buffer between single-family residences and high density apartments or commercial uses.

2. Uses permitted.

a. Multi-family residential dwellings.

b. Management offices within structures containing eight or more dwelling units.

c. Duly licensed home occupation.

3. Prohibited uses.

a. Facility or base for mobile marijuana dispensing.

b. Grow house.

c. Marijuana Dispensary.

d. All other uses not specifically or provisionally permitted herein.

4. Site development standards.

a. Minimum lot size.

Area—10,000 square feet

Frontage—100 feet

b. Minimum yard setbacks.

<u>Setback</u>	<u>Distance (Feet)</u>
<u>Front</u>	<u>25</u>
<u>Side (corner)</u>	<u>25</u>
<u>Side (interior)</u>	<u>20</u>
<u>Rear</u>	<u>15</u>
<u>Waterfront</u>	<u>25</u>
<u>Adjacent single family structure</u>	<u>100</u>

c. Maximum density.

Forty (40) efficiency or one-bedroom dwelling units per net acre. The following required amount of lot area per unit shall determine the number of other dwelling unit types permitted.

<u>Unit Type</u>	<u>Required Lot Area (Sq Ft / Unit)</u>	<u>Density (Units/Acre)</u>
<u>Efficiency</u>	<u>1,085</u>	<u>40.1</u>
<u>One-bedroom</u>	<u>1,085</u>	<u>40.1</u>
<u>Two-bedroom</u>	<u>1,200</u>	<u>36.3</u>
<u>Three-bedroom or larger</u>	<u>1,320</u>	<u>33.0</u>

d. Maximum building height.

45 feet or four (4) stories, whichever is less

e. Exclusion of grade level parking from height limitation.

(1) A grade level of parking, not exceeding ten (10) feet in height, shall not be included in this height limitation.

(2) The grade level parking floor may include other nonresidential uses, including laundry rooms, recreational rooms, storage rooms, and an office for building management.

f. Minimum pervious area: 25 percent of the total lot area shall be retained as pervious area and shall be landscaped and maintained.

g. Minimum floor area.

<u>Unit Type</u>	<u>Floor Area (Sq. Ft.)</u>
<u>Efficiency</u>	<u>400</u>
<u>One-bedroom</u>	<u>750</u>
<u>Two-bedroom</u>	<u>1,000</u>
<u>Three-bedroom or larger</u>	<u>1,150</u>

5. Single-family homes approved under the provisions of Section 8.11 consistent with the setback provisions of the RS-1 (Low Density Single-Family Residential District).

6. Use exceptions as may be approved under Section 8.11.

D. RM-70 High Density Multiple Family Residential District.

1. Purpose and intent.

The purpose of this district is to provide for high-density multi-family residential structures together with other principal uses as may be approved as use exceptions and such accessory uses as may be necessary and compatible.

2. Use permitted.

- a. Multi-family residential dwellings including duly licensed home occupation.
- b. Management offices within structures containing eight (8) or more dwellings units or guest rooms.
- c. Office retail and service commercial facilities of an ancillary nature within structures containing 100 or more dwelling units or guest rooms subject to the following conditions:
  - (1) Access to such nonresidential facilities shall be only inside the building.
  - (2) There shall be no external advertising signs, display windows or entrances, provided, however, that
  - (3) Within a building containing 400 or more dwelling units, entrances, external signs and display windows are permitted under the following conditions which:
    - (a) The signs do not abut or face a public right-of-way and cannot be read from the public right-of-way;
    - (b) Such external signs shall be affixed flat against the facade or awning canopy of the commercial facility;
    - (c) Such external signs shall not exceed in area ten percent of the area of the facade of the facility;
    - (d) Such external signs shall be compatible as to materials, background and style with all adjacent and contiguous commercial facilities, and
    - (e) Such external signs shall not be self-illuminated, "activated", "animated", "flashing", or "beacon light" signs as defined in Section 11.2 of the ULDC.

3. Prohibited uses.

- a. Facility or base for mobile marijuana dispensing.
- b. Grow house.
- c. Marijuana Dispensary.
- d. All other uses not specifically or provisionally permitted herein.

4. Site development standards.

a. Minimum lot size.

Area—27,000 square feet;

Frontage—75 feet

b. Minimum yard setbacks.

<u>Location</u>	<u>Distance (Feet)</u>
<u>Kennedy Causeway (north side)</u>	<u>40</u>
<u>Kennedy Causeway (south side)</u>	<u>60</u>
<u>Other street frontages</u>	<u>25</u>
<u>Rear</u>	<u>25</u>
<u>Adjacent single-family district</u>	<u>100</u>
<u>One side (interior)</u>	<u>15</u>
<u>Second side (interior)</u>	<u>20% of the lot width</u>
<u>Total side setback area free of structures at ground level</u>	<u>60</u>

c. Maximum density.

Seventy (70) efficiency or one (1) bedroom dwelling units per net acre. The following required amount of lot area per unit shall determine the number of other dwelling unit types permitted.

<u>Unit Type</u>	<u>Required Lot Area (Sq. Ft./Unit)</u>	<u>Density (Units/Acre)</u>
<u>Efficiency</u>	<u>620-623</u>	<u>70.3-70.0</u>
<u>One-bedroom</u>	<u>620-623</u>	<u>70.3-70.0</u>
<u>Two-bedroom</u>	<u>685</u>	<u>63.6</u>
<u>Three-bedroom or larger</u>	<u>750</u>	<u>58.1</u>

d. Maximum building height: 150 feet or 15 stories, whichever is less.

e. Minimum pervious area: Twenty percent (20%) of the total parcel. The lot area at grade level shall be retained as pervious area and shall be landscaped.

f. Minimum floor area:

<u>Unit Type</u>	<u>Floor area (Sq. Ft.)</u>
<u>Efficiency or hotel room</u>	<u>600</u>
<u>One-bedroom</u>	<u>900</u>
<u>Two-bedroom</u>	<u>1,200</u>
<u>Three-bedroom or larger</u>	<u>1,350</u>

g. Minimum boardwalk/baywalk accessibility criteria.

(1) Properties contiguous to Biscayne Bay and its natural tributaries shall provide a public access boardwalk/baywalk in the riparian right-of-way or an upland shoreline access easement adjacent to and parallel to the riparian right-of-way.

(2) These properties shall also provide a connective public easement connecting contiguous properties and the public right-of-way to these shoreline access areas.

5. Height bonus.

a. The following maximum building height bonuses are permitted in the RM-70 District when any of the design bonus alternatives listed in subsections 8.10.D.5.c(1) through (6) are incorporated into proposed project and the incorporated alternatives are subsequently approved by the Village Commission upon recommendation of the Planning and Zoning Board.

b. Bonus approval shall be done at the time of Site Plan Review as required by Section 5.8.B.9. Each bonus alternative may be claimed once for a development and multiple awards for the same bonus feature shall not be permitted.

c. The Village Commission may grant bonuses subsequent to a public hearing when it is determined by the Commission that the proposed bonus amenities are substantive in nature, contribute to an overall project design which takes into account the public's critical interests in new development and where the proposed plan is otherwise in substantial conformity with the Village's Comprehensive Plan.

(1) Twenty-foot height bonus.

An additional impact fee of \$1,500.00 per unit in the building shall be paid to North Bay Village for beautification of the John F. Kennedy Causeway (State Road 934). This fee shall be set towards a Causeway Beautification Fund and/or

(2) Twenty-foot height bonus.

A developer shall pay a fee of \$1,500.00 per unit in the building, which shall be utilized for the construction of a Village-wide boardwalk. This fee shall be set towards a Boardwalk Fund and/or

(3) Twenty-foot height bonus.

A developer shall pay a fee of \$1,500.00 per unit in the building, which shall be utilized for the remodeling of the entrances to the islands. This fee shall be set towards an Island Entrance Remodeling Fund and/or

(4) Ten-foot height bonus.

A developer shall pay a fee of \$750.00 per unit in the building, which shall be utilized for providing art in public places. This bonus is applicable only in conjunction with one of the above three-mentioned bonuses. This fee shall be set towards an Art in Public Places Fund and/or

(5) Ten-foot height bonus.

A developer shall pay a fee of \$750.00 per unit in the building, which shall be utilized for the planting of trees for the interior island streets. This fee shall be set towards a tree fund for the interior island streets and/or

(6) Ten-foot height bonus.

A developer shall be required to pay a fee of \$750.00 per unit in the building, which shall be utilized for sidewalk enhancement, as well as the replacement of walkway areas from plain concrete to brick pavers. This fee shall be set towards a sidewalk enhancement fund.

6. Density bonus.

- a. Each parcel shall have the ability to purchase additional buildable units from North Bay Village in the following manner:
  - (1) for a price of \$40,000.00 per unit; or
  - (2) provision of two (2) parking spaces per bonus unit, said spaces to be in the form of surface parking, or ground floor parking within a garage, located on the parcel and such parking spaces shall be labeled as being available at all times to the general public.
- b. These units shall be derived from land currently owned by the Village, which will not be developed into residential buildings in the future.
- c. Any money realized by the Village for such units shall be utilized for future Village parks and for the purchase of land for additional open green space.
- d. These units are to come from the development rights of Village Hall as well as the public works property on Treasure Island.
- e. The total buildable units are: 129 Efficiencies; 129 1-Bedroom Units; 117 2-Bedroom Units; 106 3-Bedroom Units.
- f. Monies due from development under the bonus participation program shall be paid to North Bay Village within 90 days of site plan approval by the Village Commission. After payment of the monies due or construction and approval by the Village of the public parking spaces, the appropriate number of units will be included in the maximum number of units buildable on the property. This fee shall be set towards a Village Park Fund.

7. Allocation of funds.

Funds paid to North Bay Village as a result of the bonus participation program shall be transferred between all accounts created for the purposes listed herein.

8. Additional required features and requirements.

All properties developed under the RM-70 Zoning requirements shall provide the following:

- a. Public access boardwalk as required by the Miami-Dade County Shoreline Review Committee. (Developer shall dedicate an easement to the Village conveying the boardwalk and a public access corridor).
- b. All exterior paving surfaces, except for covered parking garages, shall be constructed of brick pavers.
- c. A water feature shall be provided in the front of each development.
- d. Developments shall comply with existing landscaping requirements, as well as changes implemented in the future to conform to contiguous developments and landscaping plans implemented for the causeway and interior island areas.
- e. Developments shall provide streetscape benches along the boardwalk areas.
- f. All parking garages shall be constructed with architectural features that hide them from public view (glass, screening, greenery etc.).
- g. Lighting shall be provided in all areas in the front of development where trees are planted.

9. Special exceptions for certain undersized parcels.

- a. Purpose and intent.

This section recognizes that certain parcels exist in the RM-70 District which do not meet the minimum lot size requirements set forth in Section 8.10D4a. to permit a building to be erected, converted, enlarged, reconstructed, moved or structurally altered. Some of said parcels are improved and some unimproved. The purpose of this section is to establish criteria whereby undersized parcels may be put to reasonable use, consistent with the Village's Comprehensive Plan for development and in furtherance of a policy which discourages overdevelopment and urban congestion.

b. Uses permitted.

Uses permitted shall be the same as permitted in Section 8.10.D.2

c. Site development standards:

(1) Minimum lot size:

Area —10,800 square feet

Frontage—30 feet

(2) Minimum yard setbacks shall be the same as specified in Section 8.10.D.4.b provided that existing buildings, which were completed prior to April 1, 1983, (existing structures) and were lawfully constructed so that any existing setback encroaches into the setback area prescribed by current law but not in excess of 33 1/3 percent of the current setback requirements (nonconforming setback) shall be subject to the provisions of subsection (c.(4) hereafter.

(3) Maximum density shall be as prescribed in Section 8.10.D.4.c except that

(a) on minimum undersized parcels of 10,800 square feet in area and frontage of 30 feet, there shall be a maximum of six (6) residential units;

(b) in the case of undersized parcels which exceed the minimum required lot area of 10,800 square feet and the minimum required frontage of 30 feet, in addition to six (6) units there shall be allowed one (1) unit for each whole 750 square feet of land area in excess of the minimum required lot area of 10,800 square feet

(4) Maximum building height on undersized parcels.

(a) The maximum building height on minimum undersized parcels shall be three (3) stories or 36 feet above code-approved grade, whichever is less.

Except-, in the event an existing structure is the subject of a nonconforming setback, the new covered or roofed area of the third floor (if there is one) shall be reduced in area on the basis of one and five-tenths percent (1.5%) of the area of the second floor for each foot of nonconforming encroachment into the setback area.

(b) The maximum building height on undersized parcels which exceed the minimum required lot area of 10,800 square feet and minimum frontage of 30 feet shall be one (1) floor for each whole 1,750 square feet of land area in excess of the minimum required lot area of 10,800 square feet, not to exceed six (6) stories or 72 feet above code approved grade, whichever is less.

(c) Provided further, as to buildings newly constructed under the provisions of this ULDC, grade level beneath the building parking not exceeding ten (10) feet in height shall not be included in the height limitation herein imposed.

(5) Minimum pervious area: 25 percent of the total lot area shall be retained as pervious area and shall be landscaped and maintained.



(6) Minimum floor area shall be as prescribed in Section 8.10.D.4.5

(7) Offstreet parking: The offstreet parking requirements as set forth in Sections 9.1 through 9.3 shall apply to buildings under this section except that every dwelling unit, regardless of size, shall require two (2) parking spaces.

(8) All Village and County landscaping requirements shall be fully applicable to buildings under this section.

10. Planned Residential Development (PRD) Zoning Overlay.

a. Purpose and intent.

The purpose and intent of the Planned Residential Development (PRD) Overlay Zoning District to create a living environment that is responsive to the needs of its residents; to provide flexibility in planning, design, and development consistent with the Village's Comprehensive Plan; to encourage innovative approaches for the design of community environments; to provide for an efficient use of land, to provide an environment compatible with surrounding land use; to adapt the zoning process to changes in development and construction technology; to encourage infill and the redevelopment of the Village's multi-family areas; and to promote the public health, safety and general welfare of North Bay Village. The PRD shall be deemed an Overlay Zoning District and shall be approved only after public hearings for a specific site.

b. Compatibility with existing zoning and existing development.

When applying the terms and conditions imposed by this section, the Planning and Zoning Board and the Village Commission shall determine compatibility with already existing zoning for the property subject to the application and shall require applicants for PRD approval to demonstrate compatibility with already existing or approved developments adjacent to the application property for which the PRD approval is being sought.

c. Ownership requirements.

The applicant for approval of a PRD shall be either the owner(s) or the contract purchaser or lessee of the entire property encompassed by the PRD application. If the applicant is the contract purchaser or a lessee, then the owner of the entire property shall execute a notarized consent to the filing of the application. The application for approval of a PRD shall not be assignable or transferable to other parties.

d. Development parameters.

All applications for PRD shall comply with the following applicable development parameters:

(1) The subject property shall be zoned for RM-70 multi-family use;

(2) The subject property shall contain a minimum of one legally platted lot for the construction of no less than ten (10) residential units and twenty (20) off-street parking spaces, or two (2), but not more than three (3), platted lots contiguous, as of the effective date of this section [Jan. 22, 2002];

(3) The subject property shall be deemed one (1) parcel of land and in the event that two (2) or more platted lots shall constitute a PRD, the applicant shall submit a Unity of Title in a form acceptable to the Village Attorney;

(4) The following definitions shall apply to this section:

(a) *Floor area ratio (FAR)*. Total gross area of a building or buildings, excluding parking garage structure, on any lot divided by the area of the lots.

(b) Gross floor area. Total area of all floors of a building that are enclosed including common areas such as elevators (area of shafts at ground floor only), stairs (except open stairways and enclosed stairways which are means of egress required by the fire department), corridors, interior recreation areas, storage, cabana, lobby, restrooms, etc. All these items are excluded: The garage structure with any required means of egress, and any open but covered walkways, exterior balconies, open decks, and terraces at the recreational area.

(c) Pedestal. Portion of a building that contains the parking level entry lobby, office, manager's unit, storage, mechanical room, recreational facilities, and parking structures.

(d) Tower. Portion of the building that contains residential units, parking structures, and may also include recreational facilities.

(5) Restrictions on floor area.

(a) No structure shall contain a FAR of greater than 3.0 for one lot; 3.75 for two lots; and 4.00 for three lots.

(b) No more than one-half of a floor area used for amenities can be allocated for dwelling units.

e. Permitted uses. Multifamily residential and recreational facilities ancillary thereof thereto.

f. Site development standards.

(1) Standard Building Setbacks.

(a) Setbacks for a new building without pedestal and tower design shall be as set forth in the following table:

<u>Location</u>	<u>Distance (Feet)</u>
<u>Kennedy Causeway (north side)</u>	<u>40</u>
<u>Kennedy Causeway (south side)</u>	<u>60</u>
<u>Other street frontages</u>	<u>25</u>
<u>Rear</u>	<u>25</u>
<u>Adjacent single-family district</u>	<u>100</u>
<u>One side (interior)</u>	<u>15</u>
<u>Second side (interior)</u>	<u>20% of the lot width</u>
<u>Total side setback area free of structures at ground level</u>	<u>60</u>

(b) For buildings with pedestal and tower design, the following setbacks shall apply:

i. Front pedestal—20 feet

ii. Front tower—25 feet

iii. Rear pedestal/tower—25 feet

iv. Sides pedestal—Ten feet

•Tower—One side—15 feet

•Tower—Other side—20 percent of frontage

(2) Flex setback.

Designer has the option to offer creative design solutions to the building configurations and the Village will allow the tower (and pedestal for sites involving only one lot) to encroach into the setbacks as per the following "flex box" criteria.

- i. The aggregate square footage of the floor area encroaching into the setback must be adjusted by deducting it from the buildable "box" allowed under the preceding standard setback regulations
- ii. Up to 25 percent (25%) of the square footage of all balconies shown on the plan as encroaching into the setback may be excluded from the calculation of the total square footage of the encroachment.
- iii. ~~and~~ In no instance is the designer allowed to build more area per floor than what is permitted under ~~this~~ the standard buildable "box".
- iv. In no instance may any wall length, which encroaches into any side yard setback, be longer than one-third of the length of a wall which is permitted under the buildable "box" and the standard setback regulations. Balconies with railings or other physical containment, which do not exceed 42 inches in height are not included in the measurement of the wall length.
- v. The length of wall measurement shall be made at the point of maximum encroachment into the flex setback area.

(3) Building height.

- (a) No structure shall exceed 170 feet in overall height above base flood elevation (BFE) including all structures for stairways, storage, mechanical, elevator, recreational uses, et cetera.
  - i. The total area of ~~these uses~~ stairways, storage, mechanical, elevator, recreational uses, et cetera shall not exceed 30 percent of the footprint of the last residential floor.
- (b) No structure shall exceed 150 feet from base flood elevation to the roof of the last residential floor and 160 feet for the overall height of the structure except that an elevator shaft may exceed 160 feet in height based on evidence of necessity as a result of requirements for elevator construction.
- (c) No Pedestal shall exceed 30 feet in height from grade.

(4) Off-street parking for multiple lot sites.

- (a) Off-street parking shall be required as set forth for residential uses under Section 9.3.C.
- (b) All parking spaces must be screened from ground level view.
- (c) All parking spaces must be designed to meet the requirements of Section 9.3.E.
- (d) The driveway required in 90-degree parking shall be a minimum of 22 feet zero inches wide.

(5) Off-street parking for single lot sites only

- (a) Driveways and maneuvering areas shall be designed in order to ensure safe travel in and out of the garage structure. Drives and access ramps are permitted to be smaller than twenty-two (22) feet in width if they are either limited to one-way traffic

or designed so that gates or other barriers prevent the entry of more than one vehicle at a time. No drive aisle may be less than 10.5 feet in width.

- (b) Notwithstanding the above or the requirements of Section 9.3(E), mechanical parking lifts may be permitted in an enclosed garage structure if approved by the Village Commission through the PRD site plan review process, during which time, the Village Commission shall have the right to determine whether a valet parking program will be required for any new development utilizing mechanical parking lifts. A mechanical parking lift is an automated mechanism that lifts vehicles to make space available to park other vehicles below it in a vertical tandem fashion. Both parking spaces created by a mechanical parking lift may be counted towards the total number of required parking spaces. A mechanical parking structure may be permitted if it meets the following standards:
- i. The mechanical parking lifts and the garage structure shall be designed so that the noise or vibration from the operation of the lifts shall not be plainly audible to, or felt by, any individual standing outside on property adjacent to the garage structure. Noise and vibration barriers shall be utilized to ensure that surrounding walls decrease sound and vibration emissions.
  - ii. All mechanical parking lifts must be installed by the manufacturer or a manufacturer approved installer.
  - iii. All lifts must be maintained and kept in good working order and must be inspected by a licensed mechanical engineer at least once every six months. A copy of the inspection report must be provided to the Village.
  - iv. All free-standing mechanical parking lifts must be designed so that power is required to lift the car, but that no power is required to lower the car, in order to ensure that the lift can be lowered and the top vehicle can be accessed in the event of a power outage.
  - v. All mechanical lifts must be designed to prevent lowering of the lift when a vehicle is parked below the lift.
  - vi. All mechanical lift components shall be Underwriters Laboratories (UL) approved.
  - vii. All non-mechanical parking spaces in the garage structure must measure at least nine (9) feet in width by eighteen (18) feet in depth.
  - viii. The building owner or condominium association must maintain a service contract with the manufacturer or manufacturer-approved service company at all times to ensure continued operation of lifts. Proof of the service contract must be provided to the Village annually.
  - ix. The ceiling height of any parking level with parking lifts within a garage shall be a minimum of 11 feet 6 inches.
  - x. The parking lift platform must be sealed and of a sufficient width and length to completely cover the bottom of the vehicle on the platform to prevent dripping liquids or debris onto the vehicle below.

(6) Entrance feature/porte cochere.

- (a) A covered/sheltered entrance feature with a vertical clearance of at least fourteen (14) feet shall be permitted to be located up to the front property line.

(b) If loading spaces are provided at this location, 14½ feet of vertical clearance shall be provided.

(c) Columns may be provided to support a porte cochere.

(7) Balconies.

(a) Exterior balconies/terraces and covered walkways, excluding rooftops and other non-covered areas, may extend into setbacks a maximum of 25 percent of the allowable setback measurement but may not extend beyond the pedestal setback.

(b) Balconies projecting into setbacks shall be deemed as encroachments herein, but shall not be calculated as part of the floor area ratio.

(c) Notwithstanding anything herein to the contrary, in no event shall the total square footage of balconies exceed more than 25 percent of the total square footage of the buildable box.

(8) Landscape requirements. (Refer also to Ch. 18, Miami-Dade Landscape Code.)

(a) A minimum of 30 percent of the exposed roof deck of the pedestal and any open areas with amenities shall be landscaped.

(b) In addition "hardscape" (pavers, fountains, awnings, etc.) may be permitted if approved by the Village.

(c) An applicant shall be required to submit a detailed landscape plan to the Village. The landscape plan shall be sensitive to surrounding properties and shall be utilized to enhance the subject property.

(9) Minimum Unit size. All units shall comply with the minimum size requirements as follows:

<u>Unit Type</u>	<u>Floor Area (Sq. Ft.)</u>
<u>Efficiency</u>	<u>600</u>
<u>One-bedroom</u>	<u>900</u>
<u>Two-bedroom</u>	<u>1,200</u>
<u>Three-bedroom or larger</u>	<u>1,350</u>

g. Application procedure. The applicant shall submit an application to the Village Manager, or his/her designee, on a form(s) prescribed by the Village Manager. The Village Manager shall require at least the following information which shall be considered the PRD application:

(1) Letter of intent;

(2) Payment of \$5,000.00 development review application fee for each application submitted. Fees incurred by the Village for special planning and/or legal consultant services during the development plan approval process shall be reimbursed to the Village by the applicant;

(3) A detailed site plan showing dimensions of building(s), structure(s), setback(s), open space(s), landscaping and off-street parking. The landscaping plan shall provide buffering and/or masking of all parking facilities;

(4) Proposed floor plans and elevations (including signage) for all buildings and structures encompassing the size, placement and number of units;

- (5) A complete list of uses and the square footage for each use;
  - (6) A certified copy of a land survey;
  - (7) Detailed calculations of water consumption increase and calculation of wastewater;
  - (8) Any other documentation as the Village Manager, or his/her designee, reasonably determines is necessary to properly review the proposed project; and
  - (9) Within ten days prior to the Planning and Zoning Board public hearing, the applicant shall furnish to the Village Manager, or his/her designee to make available for viewing
    - (a) an architectural model built to scale and photographs depicting same or a
    - (b) digital model on DVD depicting the proposed lot and structure including elevations all in relation to adjoining properties and structures thereon.
    - (c) Said model shall be retrieved by the developer within thirty (30) calendar days following the final public hearing before the Village Commission, and the DVD and photographs depicting the model shall become a part of the public records.
    - (d) Said model shall demonstrate the proposed structure as well as existing structures on either side. The applicant shall affirmatively demonstrate that all setbacks for the new structure shall not conflict with the existing or approved structure on either side of the proposed structure.
- h. Public hearing procedure. At a public hearing, the applicant shall have the burden of proof in demonstrating that the PRD application complies with the purpose and intent of the PRD ordinance. In determining whether to grant approval of the PRD application, with or without appropriate and necessary conditions and safeguards, the Planning and Zoning Board and Village Commission shall determine whether the application complies with the purpose and intent of this section and shall make the following findings:
- (1) Whether the application is consistent with the Village's Comprehensive Plan.
  - (2) Whether the proposed development will have a favorable effect on the economy of the Village.
  - (3) Whether the proposed development application will generate or result in excessive noise or traffic.
  - (4) Whether the proposed development will cause an undue or excessive burden on public facilities and services, including water, sewer, solid waste disposal, recreation, transportation, streets, roads, highways or other such facilities, which have been constructed, or which are planned or budgeted for construction.
  - (5) Whether the proposed development will tend to create a fire hazard or other dangerous conditions.
  - (6) Whether the proposed development will cause excessive overcrowding or concentration of people or population that would create evacuation concerns.
  - (7) Whether the proposed development will be compatible with the surrounding area and its development, and will demonstrate innovative design in order to minimize impact on surrounding properties.
  - (8) Whether the proposed development is a reasonable use of the property and results in a public benefit including, but not limited to, the enhancement of the subject real property and/or the redevelopment of structures in deteriorated or poor condition.

i. Legal effect of PRD.

- (1) Notwithstanding anything in the Code to the contrary, the approval of a PRD application shall be deemed an Overlay Zoning District to the existing zoning of the property.
- (2) The approved PRD application shall encompass the approved development and the development regulations applicable to the property, and shall not be subject to any variances as may be required by other sections of this Code.
- (3) However, the Village Commission shall be prohibited from approving a PRD application that would increase the intensity, density or height above that which is permitted in these PRD regulations.
- (4) In the event that the owner wishes to modify an approved PRD application in any fashion which would increase the amount of square footage of the building(s) or lessen landscaping or open space, or create an undue burden on any public facilities, a new PRD application shall be filed and shall be subject to the terms and conditions of this section.
- (5) In the further event that the owner shall not begin development pursuant to the approved PRD application for a period exceeding 12 months, the PRD designation shall lapse and the Overlay Zoning District for the subject property shall terminate.
- (6) The Village Commission shall have full authority to approve, approve with modifications, or deny a PRD application based upon its legislative determination that the application, as proposed or modified, serves and protects or does not serve and protect the public health, safety and welfare to at least an equivalent degree as the underlying zoning. Likewise, the Village Commission shall have authority to impose reasonable conditions and safeguards necessary to protect the public health, safety and welfare upon the approval of any PRD application.
- (7) Nothing contained in this section shall supersede or abrogate the express provisions of the Village's Comprehensive Plan, and all development orders issued by the Village shall not exceed the density limitations imposed by the Village's Comprehensive Plan. It shall be the duty of the Village Manager, or his/her designee, to advise the Village Commission whether any individual application will cause the density to exceed any density restrictions imposed by the Village's Comprehensive Plan.

E. CG General Commercial District

1. Purpose and intent. The purpose of this district is to encourage the development of general office, retail, service commercial, tourist accommodations, and commercial-residential mixed use.
2. Uses permitted:
  - (a) Bank or financial institution.
  - (b) Clinic, urgent care, or hospital.
  - (c) Dry cleaning substation or laundromat.
  - (d) Lounge or nightclub (subject to the provisions of Chapter 111 of the Village Code).
  - (e) Medical or dental office/laboratory.
  - (f) Personal services establishments, including but not limited to shoe repair, barber and beauty shop, stock brokerage, employment agency, travel bureau, and messenger service.

- (g) Post office.
- (h) Professional offices, including but not limited to architecture, accounting, engineering, investigative, investment and tax counseling law, medicine, and real estate.
- (i) Multi-family residential dwellings.
- (j) Tourist accommodations including hotels, motels, vacation rentals, and time sharing units.
- (k) Restaurants, coffee shops, delicatessens and fast order food establishments (excluding any form of drive-in or drive-thru service regardless of the type of establishment; see subsection E.3.a).
- (l) Outdoor seating/dining shall be subject to the following requirements and conditions:
  - (1) An application must be filed with the Village Manager, or his/her designee, for administrative review and approval, which shall include layout of all tables, chairs, benches, and other furniture; pedestrian ingress and egress; location of refuse containers; and other elements necessary to illustrate the proposed outdoor seating/ dining use and area (all drawings must be titled, indicate orientation, and be at an acceptable scale).
  - (2) Outdoor seating/dining areas and uses of the public right-of-way and/or any private property may be approved, denied, or approved with conditions, modifications, safeguards, or stipulations appropriately and reasonably related to the intent, purposes, standards, and requirements of the related regulations by the Village Manager. Such permit shall not be transferable in any manner and is strictly a conditional use permit, issued for a period of one year, renewable annually via payment of the annual occupational license fee for such outdoor seating/dining uses.
  - (3) The fee for outdoor dining/seating use and area will be charged annually in the amount of \$250.00; the permit fee shall be added to the occupational license fee for the main business.
  - (4) The applicant shall provide an indemnity agreement that is acceptable to the Village Manager. This agreement will include specification of liability insurance provided.
  - (5) The conditional use permitting of outdoor seating/dining use and area may be revoked by the Village Manager or his/her designee, upon finding that one or more conditions of these regulations have been violated, or that the outdoor seating/dining area and use are being operated in a manner that constitutes a public nuisance, or in any way that constitutes a reasonable risk of potential liability to the Village.
  - (6) Outdoor seating/dining use and area may be temporarily suspended by the Village for public use/purpose, utility, sidewalk or road repairs, emergency situations, or violations of provisions contained herein. The length of suspension shall be determined by the Village Manager as necessary. Removal of all street furniture and related obstructions shall be the responsibility of the owner/operator of the outdoor seating/dining.
  - (7) Outdoor seating/dining area shall be kept in a neat and orderly appearance and shall be kept free from refuse and debris. The applicant shall be responsible for daily cleaning and sweeping of the outdoor seating/dining area and for the cleanliness and maintenance of any outdoor planters immediately adjacent to the outdoor seating/dining area. Use of Village sidewalks for trash and garbage removal shall be prohibited.
  - (8) Outdoor seating/dining use and area shall not interfere with the free and unobstructed pedestrian or vehicular circulation of traffic, public access to any street intersections, crosswalks, public seating areas and conveniences, bus stops, alleys, service easements, handicap facilities, or access to any other commercial establishments. The



width and location of the sidewalk pedestrian passage shall be as follows:

If there is seating on one side of the sidewalk, a minimum of five feet of sidewalk must remain clear and unobstructed for pedestrian passage;

- (9) Outdoor seating/dining area on the public rights-of-way shall be open and unenclosed. No building structures of any kind shall be allowed in and over any portion of the outdoor seating/dining area located on public property.
- (10) Tables, chairs and all other furniture used in the operation of an outdoor seating/dining area shall not be anchored or restrained in any manner. Individual table umbrellas, planters, or other such non-stationary elements may be permitted within the outdoor seating/dining area and where applicable, shall have a minimum clearance height of seven feet above grade.
- (11) Outdoor seating/dining use and area shall be restricted to the length of the sidewalk or public right-of-way immediately fronting the cafe or other establishment
- (12) Outdoor seating/dining area shall be at the same elevation as the adjoining sidewalk or public right-of-way.
- (13) Carts and trays for serving food are permitted in the outdoor seating/dining area.
- (14) Outdoor seating/dining use and area shall not be provided with amplified sound of any kind.
- (15) Outdoor seating/dining areas may serve alcoholic beverages where such service is strictly incidental to the service of food and from a service bar only; provided no entertainment of any kind is furnished. No sign of any type or character shall be exhibited or displayed to the outside denoting that alcoholic beverages are obtainable within.
- (16) Any administrative decision may be appealed to the Village Commission in accordance with the requirements of this Code.
- (17) The hours of operation shall coincide with that of the primary restaurant.
- (m) Retail sales establishments, including but not limited to the sale of appliances, books, stationery, drugs, hardware, liquor, groceries, meats, produce and fish; however, such retail sales shall be restricted to merchandise stored and displayed within the main structure.
- (n) Radio and television transmitting station and studio.
- (o) Storage facilities in connection with permitted uses or non-industrial mini-storage facilities in conjunction with other retail, commercial or mixed uses, including the rental of motor vehicles and trailers consistent with off-street parking restrictions (Section 9.6(A)) for self-hauling purposes and the storage of said vehicles on premises, subject to site plan approval by the Village Commission; provided, however, that all such material, including waste and cooling systems and the above described motor vehicles and trailers shall be stored or erected entirely within the walls of a building. Such rental vehicles shall not be over 30 feet in length. Parking shall be provided for the storage facility portion of any mixed use facility at the rate of one space for every 8,000 square feet of storage area.
- (p) Studios for artists, photographers, sculptors, or musicians, including: the teaching of art, music, dancing, or artistic instruction.
- (q) Marijuana dispensary meeting the requirements of Chapter 14.
- (r) Daycare or nursery

(s) Repair service establishments (shoes, watches, appliances, and other similar uses)

(t) Gym or fitness center

(u) Commercial parking lot

(v) Business, vocational, and trade schools

(w) Pharmacy

(x) Animal hospital, grooming, and/or kennel

(y) Funeral home or mortuary

(z) Art gallery

aa Religious institution

bb Lodges, fraternal organizations, and union halls

3. Special uses permitted. Uses permitted upon approval of the Village Commission in accordance with the provisions pertaining to use exceptions (See Section 8.11).

a. Drive-thru or drive-in service.

b. Marinas, provided that the following provisions are adhered to:

(1) No docks or piers, including mooring piles, catwalks, and other appurtenances, shall be constructed closer than 7.5 feet to any adjacent property line.

(2) In no case shall a dock or pier project more than ten percent into the width of any waterway.

(3) Fire prevention and fire control equipment shall be provided as required by the South Florida Building Code.

(4) In conjunction with the dockage or moorage of vessels, the following water-related activities, vessels and structures are prohibited:

(a) Commercial vessels.

(b) Haul-out facilities for major boat repair or overhaul work.

(c) Unscreened storage of boating supplies or accessories in the required front yard setback area.

(d) Permanent live-aboard vessels except as required for work or security purposes.

c. Mixed-use commercial and multifamily structures, provided they conform with the following requirements and standards:

(1) Minimum lot size of 27,000 square feet.

(2) Minimum setbacks:

<u>Location</u>	<u>Distance (Feet)</u>
<u>Kennedy Causeway (north side)</u>	<u>40</u>
<u>Kennedy Causeway (south side)</u>	<u>60</u>
<u>Other street frontages</u>	<u>25</u>
<u>Rear</u>	<u>25</u>
<u>Side, (each)</u>	<u>15, plus five feet for each story over three</u>
<u>Second side</u>	<u>20% of lot width</u>
<u>Adjacent to single-family district</u>	<u>100</u>
<u>Total side setback area free structure at the ground level shall be at least 60 feet.</u>	

(3) Maximum building height: 150 feet or 15 stories, whichever is less, a maximum of four stories may be utilized for a parking structure.

(4) Minimum pervious area: 20 percent of the total parcel. The lot area at grade level shall be retained as pervious area and shall be landscaped.

(5) Maximum density: 70 efficiency or one bedroom dwelling units per net acre. The following required amount of lot area per unit shall determine the number of other dwelling unit types permitted.

<u>Unit Type</u>	<u>Required Lot Area (sf/unit)</u>	<u>Density (Units/Acre)</u>
<u>Hotel or motel room with or without kitchen facilities</u>	<u>440</u>	<u>99.0</u>
<u>Efficiency</u>	<u>622</u>	<u>70.0</u>
<u>One-bedroom</u>	<u>622</u>	<u>70.0</u>
<u>Two-bedroom</u>	<u>685</u>	<u>63.6</u>
<u>Three or more bedrooms</u>	<u>750</u>	<u>58.1</u>

(6) Minimum floor area.

<u>Unit Type</u>	<u>Floor area (sf)</u>
<u>Efficiency or hotel room</u>	<u>400</u>
<u>One-bedroom</u>	<u>750</u>
<u>Two-bedroom</u>	<u>1,000</u>
<u>Three or more bedrooms</u>	<u>1,150</u>

(7) Minimum boardwalk/baywalk accessibility criteria: Properties contiguous to Biscayne Bay and its natural tributaries shall provide a public access boardwalk/baywalk in the riparian right-of-way or an upland shoreline access easement adjacent to and parallel to the riparian right-of-way. These properties shall also provide a connective public easement connecting contiguous properties and the public right-of-way to these building

shoreline access areas.

- (8) Height bonus. The following maximum building height bonuses are permitted in the RM-70 District when any of the design bonus alternatives listed in 8(A) through 8(H) are incorporated into proposed project and the incorporated alternatives are subsequently approved by the Village Commission upon recommendation of the Planning & Zoning Board. Bonus approval shall be done at the time of Site Plan Review as required by Section 5.8. Each bonus alternative may be claimed once for a development and multiple awards for the same bonus feature shall not be permitted.

The Village Commission may grant bonuses subsequent to a public hearing when it is determined by the Commission that the proposed bonus amenities are substantive in nature, contribute to an overall project design which takes into account the public's critical interests in new development and where the proposed plan is otherwise in substantial conformity with the Village's Comprehensive Plan.

- (a) Twenty-foot height bonus. An additional impact fee of \$1,500.00 per unit in the building shall be paid to North Bay Village for beautification of the John F. Kennedy Causeway (State Road 934). This fee shall be set towards a Causeway Beautification Fund and/or
- (b) Twenty-foot height bonus. A developer shall pay a fee of \$1,500.00 per unit in the building, which shall be utilized for the construction of a Village-wide boardwalk. This fee shall be set towards a Boardwalk Fund and/or
- (c) Twenty-foot height bonus. A developer shall pay a fee of \$1,500.00 per unit in the building, which shall be utilized for the remodeling of the entrances to the islands. This fee shall be set towards an island entrance Remodeling Fund and/or
- (d) Ten-foot height bonus. A developer shall pay a fee of \$750.00 per unit in the building, which shall be utilized for providing art in public places. This bonus is applicable only in conjunction with one of the above three-mentioned bonuses. This fee shall be set towards an Art in Public Places Fund and/or
- (e) Ten-foot height bonus. A developer shall pay a fee of \$750.00 per unit in the building, which shall be utilized for the planting of trees for the interior island streets. This fee shall be set towards a tree fund for the interior island streets and/or
- (f) Ten-foot height bonus. A developer shall be required to pay a fee of \$750.00 per unit in the building, which shall be utilized for sidewalk enhancement, as well as the replacement of walkway areas from plain concrete to brick pavers. This fee shall be set towards a sidewalk enhancement fund
- (g) Reserved

- (9) Density bonus. Each parcel shall have the ability to purchase additional buildable units from North Bay Village for a price of \$40,000.00 per unit. These units shall be derived from land currently owned by the Village, which will not be developed into residential buildings in the future. The money from these units shall be utilized for future Village parks and for the purchase of land for additional open green space. These units are to come from the development rights of Village Hall as well as the public works property on Treasure Island. The total buildable units are: 129 Efficiencies; 129 1-Bedroom Units; 117 2-Bedroom Units; 106 3-Bedroom Units. Monies due from development under the bonus participation program shall be paid to North Bay Village within 90 days of site plan approval by the Village Commission. Thereafter, the appropriate number of units will be deemed to the property. {This fee shall be set towards a Village Park Fund}.

(10) Other requirements:

- (a) A Public access boardwalk as required by the Miami Dade County Shoreline Review Committee. (Developer shall dedicate an easement to the Village conveying the boardwalk and a public access corridor).
- (b) All exterior paving surfaces, except for covered parking garages, shall be constructed of brick pavers.
- (c) A water feature shall be provided in the front of each development.
- (d) Developments shall comply with existing landscaping requirements, as well as changes implemented in the future to conform to contiguous developments and landscaping plans implemented for the causeway and interior island areas.
- (e) Developments shall provide streetscape benches along the boardwalk areas.
- (f) All parking garages shall be constructed with architectural features that hide them from public view. (glass, screening, greenery etc.).
- (g) Lighting shall be provided in all areas in the front of development where trees are planted.

(11) Funds paid to North Bay Village as a result of any bonus participation program shall be transferred between all accounts created for the purposes listed herein.

(d) Printing and publishing establishments, including blueprinting and photostating, provided that no such use shall occupy more than 1,500 square feet of gross floor area.

(e) Service stations, provided that the following provisions are adhered to:

- (1) All structures shall be designed in a manner that is compatible with the overall environmental and architectural design goals of the community.
- (2) All properties shall have at least 150 feet of frontage.
- (3) All new and used merchandise shall be stored and displayed within the main structure except tires, accessories, and lubrication items, which may be maintained in movable or enclosed cabinets.
- (4) No used or discarded automotive parts or equipment or permanently disabled or wrecked vehicles shall be located outside the main structure except within an enclosed trash storage area.
- (5) Major repairs or engine overhauling or transmission repair, painting, body and fender repair, and tire recapping is not permitted.
- (6) The rental of heavy equipment and the sale or rental of merchandise not related to the motoring public, other than as specified herein, is excluded.
- (7) The storage of up to ten rental trailers or automobiles is permitted, provided that the trailers or automobiles are backed up against a six-foot high wall, and located not less than 20 feet from any sidewalk, street, or driveway.
- (8) Car washes are permitted as an ancillary use subject to being located 200 feet from residential uses and subject to hours of operation.
- (9) Trash shall be stored in areas shielded from public view. Storage trash containers shall be enclosed and covered.
- (10) Any lights provided to illuminate or advertise the service station, shall be installed and

maintained in a manner so as not to create an undue glare on adjacent properties.

(11) Structures shall not occupy more than 30 percent of the total lot area.

(12) Driveways shall be permitted at the intersections of primary and secondary arterials, provided the construction of driveway entrances is within the curb return, but shall be at least five feet beyond the end of the curb return. At all intersections, whenever possible, combine driveways servicing both service station and adjacent uses, shall be designated and provided.

(13) Planter areas and tree wells shall be constructed and equipped with irrigation and drainage facilities and landscaped prior to final building inspection.

(14) Whenever the use abuts a residential district, a wall shall be erected along the property line eight feet in height.

(15) Service stations shall not be permitted within 300 feet of the property line of any church, synagogue, hospital, and school.

(16) No more than four service stations shall be permitted within the Village at any one time.

(f) Theaters for the showing of motion pictures shall provide no less than 400 fixed seats. When the theater is to be used solely for activities of a performing art, or an event of a cultural or civic nature, a lesser number of seats may be required by the Commission.

(g) Yacht clubs, provided they have a minimum of 150 feet of water frontage and no main building is less than 4,000 square feet in gross floor area.

4. Prohibited uses. Boat storage facilities utilized for the purpose of storing boats shall be prohibited in the CG (General Commercial) District.

5. Site development standards.

a. Minimum lot size:

Area—10,000 sf

Frontage—75 feet

b. Minimum yard setbacks:

<u>Location</u>	<u>Distance (Feet)</u>
<u>Kennedy Causeway (north side)</u>	<u>40</u>
<u>Kennedy Causeway (south side)</u>	<u>60</u>
<u>Other street frontages</u>	<u>25</u>
<u>Rear</u>	<u>25</u>
<u>Side, (each)</u>	<u>15, plus five feet for each story over three</u>

c. Maximum building height: 130 feet or 12 stories, whichever is less, two stories of which may be utilized for a parking structure.

d. Minimum pervious area: 20 percent of the total parcel. The lot area at grade level shall be retained as pervious area and shall be landscaped.

e. Refer also to Miami-Dade Landscaping requirements.

F. Bay View Overlay (BVO) District.

1. General requirements.

a. Purpose and intent. The BVO District is intended to encourage taller, narrower, mixed use buildings on commercial lots on the north side of Kennedy Causeway where such lots front directly on, and provide unimpeded views north to Biscayne Bay. As such, this district provides the opportunity for development and redevelopment of mixed use residential buildings at greater heights than are otherwise permitted in the CG Zoning District if certain requirements are met. In order to provide incentives for re-development and streamline the development approval process, the BVO District has been pre-designated on the official zoning map. Application of the development incentives available in the BVO District to individual properties will be reviewed and approved by the Planning and Zoning Board and Village Commission concurrently with the site plan approval process.

b. Applicability.

(1) The BVO District provides for an optional set of development regulations that may be voluntarily employed in the mixed use development of lands located within geographic limits of the BVO District shown on the official zoning map.

(2) All regulations of the underlying zoning district that are not otherwise addressed in these regulations shall apply. Where the underlying zoning district and the BVO District both apply, the BVO District shall govern.

(3) If a property owner should elect not to develop under these optional regulations, only the regulations of the underlying zoning district shall apply.

c. Procedure.

(1) BVO standards review. Applications to use the development standards provided in the BVO District shall be processed concurrently with all other required development applications. At a minimum, the following applications are necessary and shall be considered in the following order:

(a) Use exception review required;

(b) Building height bonus review to 240 feet pursuant to Section 8.10.D.5;

(c) Bay View Overlay District standards review; and

(d.) Site plan review required.

(2) Approval. Applications require approval by the Village Commission following a single public hearing and a recommendation from the Planning and Zoning Board. In order to approve an application, the Village Commission shall find that the development proposed:

(a) Is compatible with surrounding intensities and densities of development;

(b) Provides access to adequate light and air for surrounding properties; and

(c) Preserves views of, and view corridors to, Biscayne Bay consistent with the Village's 2007 Master Charrette Plan.

2. Allowable uses. All uses listed as permitted or special exception uses in the underlying zoning district shall be permitted equally in the BVO District, and such use shall be subject to all conditions, requirements or limitations applicable to the use in the underlying zoning district.

except as may otherwise be set forth in this section.

3. Building heights. A building height of up to a maximum of 340 feet may be proposed under the following conditions:

a. Lots over 500 feet in depth. For parcels where the lot depth is more than 500 feet, the following conditions shall apply:

- (1) The property is approved for a building height of 240 feet under the building height bonus provisions of Section 8.10.D.5.
- (2) The portion of any building that is more than 240 feet in height must be set back from the front property line by a distance that is not less than the height of said portion of the building.
- (3) If any portion of a building on the site exceeds 240 feet in height, no part of any building on the site may be closer to either side property line than a distance equal to 20 percent of the width of the lot.

b. Lots under 500 feet in depth. For parcels where the lot depth is less than 500 feet, the following conditions shall apply:

- (1) The property is approved for a building height of 240 feet under the building height bonus provisions of Section 8.10.D.5.
- (2) The entire portion of a building that is more than 240 feet in height must be set back from the front property line by a distance that is at least 40 feet, plus two feet for each foot of the highest building height in excess of 240 feet.
- (3) If any portion of a building on the site exceeds 240 feet in height, the two side yards together must total 60 percent of the width of the lot, provided the smallest side yard may not be less than 20 percent of the width of the lot.

G. Government Use District

1. Purpose and intent. The Government Use Zoning District is intended for federal, state and local government activities, transportation facilities, public facilities and utilities and other similar facilities owned or operated by government that generally serve and benefit the community.

2. Uses permitted:

- a. Government owned facilities
- b. Government operated facilities

3. Special uses permitted. Uses permitted upon approval of the Village Commission in accordance with the provisions pertaining to use exceptions.

4. Site development standards

- a. Minimum lot size
  - (1) Area: no minimum lot size
  - (2) Frontage: no minimum frontage
- b. Minimum yard setbacks
  - (1) Kennedy Causeway: 20 feet



- (2) Other street frontages: 10 feet
- (3) Rear: 10 feet
- (4) Abutting commercial zoning district: 5 feet
- (5) Abutting multi-family zoning district: 7 feet
- (6) Abutting single-family zoning district: 15 feet
- c. Maximum building height: 150 feet
- d. Minimum pervious area: Fifteen percent of the total parcel

### **§ 8.11 – Use exceptions**

#### **A. Purpose and intent.**

In order to provide for adjustment in the relative locations of uses and buildings of the same or of different classifications; to promote the usefulness of these regulations as instruments for fact-finding, interpretation, application, and adjustment; and to supply the necessary flexibility to their efficient operation, use exceptions are permitted by these regulations.

#### **B. Use exceptions permitted.**

The Village Commission may permit the following buildings and uses as use exceptions, provided there are clear indications that such exceptions will not substantially affect adversely the uses permitted in these regulations of adjacent property.

1. Structural alterations to special uses, after these uses are approved by the Village Commission.
2. Other special uses as may be enumerated in specific zoning districts.
3. Assisted living facility or nursing facility.
4. Temporary sales/marketing office approval for no more than 12 months.
5. Farmers' market

#### **C. Expiration of use exception.**

After the Village Commission has approved a use exception, the use exception shall expire after two years, measured from the date of final Commission action, if no substantial construction or change of use has taken place in accordance with the plans for which the use exception was granted.

#### **D. Reapplication for use exception.**

No application for a use exception shall be filed less than one year after the date of disapproval by the Village Commission of an application for a use exception involving the same land or any portion thereof.

## DIVISION 3, SUPPLEMENTAL USE REGULATIONS

### § 8.12 – Supplemental Use Regulations

#### A. Accessory uses and structures.

The following accessory uses and structures shall be permitted when such uses or structures are ancillary, in connection with, and incidental to, the principal use or structure allowed within the zoning district in question in which the principal use or structure is located.

#### 1. Permitted accessory uses by zoning district

##### a. In all residential districts:

##### (1) Private garages or carports provided:

(a) No solid wall exterior facades or enclosures are allowed;

(b) Enclosures must create window facades proportional to the existing windows at the front of the home;

(c) A landscaped area is created in front of the enclosed garage to a depth of 24" inches and covering the width of the original garage opening; and

(d) Such greenspace shall be cut out from any existing driveway material that may run up to the new enclosure, or enclosure may maintain a garage door facade.

(2) Private swimming pools, cabanas, whirlpools, saunas, spas and hot tubs.

(3) Private tennis, basketball or volleyball courts or other similar outdoor recreational uses.

##### b. In all zoning districts

(1) Television and radio antenna structures, except for those of a microwave relay or transmission nature, subject to the provisions of Section 8.13(N).

(2) Caretaker or watchman quarters when such quarters are associated with an active construction project.

(3) Storage structures, provided no structure exceeds 150 square feet in gross floor area and is not more than 12 feet high from grade.

(4) Doghouse, pens, and other similar structures for the keeping of commonly accepted household pets, provided, however, the requirements of Sections 91.03 and 91.10 through 91.12 of the Village Code of Ordinances are complied with.

(5) Disaster Shelters

#### 2. Special Regulations. The following regulations shall apply to all accessory uses and structures:

a. No accessory structure shall be occupied or utilized unless the principal structure to which it is accessory is occupied or utilized.

b. All accessory uses and structures shall comply with the use limitations applicable in the zoning district in which they are located

c. All accessory uses and structures shall comply with the site development standards applicable in the zoning district in which they are located, unless specifically authorized otherwise herein.

d. All accessory uses shall be arranged and maintained so as not to encroach into any required yard setback area, unless specifically authorized otherwise within the provisions of this chapter.

- e. All accessory structures shall comply with all provisions of the South Florida Building Code, as amended.

#### **DIVISION 4, SUPPLEMENTAL DEVELOPMENT STANDARDS**

##### **§ 8.13 – Supplemental Development Standards**

###### **A. Awnings and canopies.**

1. Pedestrian related concerns are a priority in the creation of a successful development.

Overhead protection from rain and sun should be provided for pedestrians. Awnings have an impact on the appearance of the storefront and building and tend to bring pedestrians closer to shop windows and entrances. Consideration shall be given to the following where applicable:

- a. Buildings/storefronts should have awnings or other means to provide pedestrians with sun/rain protection unless physically unsuited.
- b. Continuous awnings over several stores are prohibited.
- c. Individual awnings should be distinct from its adjacent neighbor. When multiple awnings are attached to one building, awnings shall be of identical height and depth.
- d. High gloss vinyl (plastic) awnings, backlit, and metal awnings are prohibited. These awnings, because of their high visibility, become attention getting devices - such as a sign, rather than means to provide comfort and protection for the pedestrian. Such awnings overwhelm the appearance of the buildings they are attached to, detracting from architectural qualities. Awnings that incorporate subtle down-lighting in a manner which creates a discreet peripheral washing of the awning, may be appropriate in some instances.
- e. Metal awnings should be contemporary in design and shall be subject to the same restrictions and guidelines as other awning materials.
- f. Awnings shall be maintained in good repair, free from tears, fading or peeling.
- g. Awnings may be supported by poles and connected to the building underneath.
- h. Awnings needing vertical support columns are prohibited in the setback area.
- i. The awnings on corner buildings shall continue around the corner for compatibility with building form and pedestrian patterns, wherever possible.
- j. Awnings shall not to be used where there is an existing projecting concrete sunscreen, except that a vertical awning valance may be suspended below the sunscreen with a clear height of eight feet above the sidewalk.
- k. Awnings should utilize color schemes that blend with those of neighboring developments as well as consistency in color schemes for the site. Accent colors should be chosen to enhance architectural details. Solid color and broad striped fabric patterns are preferred.

###### **B. Boats, docks and piers.** Dockage space and facilities for the mooring of pleasure boats, yachts and other noncommercial watercraft may be permitted in any residential district on any waterway as an accessory use, provided that:

1. No boat may be used or maintained for overnight sleeping or living purposes or as a place of residence.
2. No boat may be used for any commercial purpose.
3. No docks, piers, mooring posts, or combinations thereof, may project more than 25 feet from

any bulkhead line, nor extend nearer than seven and one-half feet to any adjacent property line. A waiver may be granted by the Village Commission pursuant to Section 150.11(A), upon completion of a marine survey demonstrating the minimum distances from the seawall necessary to meet the minimum depth requirements, approved by DERM, and completed by a licensed professional surveyor and mapper registered to practice in the State of Florida.

4. Temporary piers, floating docks, or similar temporary moorings are prohibited.
5. All the regulations, standards, and requirements of Chapter 150 of the Village Code shall be complied with.
6. Barges and vessels shall be permitted in residential districts only for loading, unloading and on-site construction, in compliance with Chapter 150.

C. Clotheslines.

No clotheslines, drying racks, poles, railings, or other similar devices for hanging clothes, rags, or other fabrics shall be erected or maintained in a front or corner side yard.

D. Construction materials on premises before permit issued; removal of materials.

1. Construction materials and equipment shall not be deposited on any premises, lot, or proposed building site in any district prior to the obtaining of a building permit as required herein.
2. Surplus materials and construction equipment shall be removed from the premises if the job is abandoned, and before occupancy of the completed structure will be permitted.

E. Dumpster enclosures.

1. Mechanical equipment is necessary to the function of the buildings, which comprise a successful development. Unfortunately, space must be found for components that are sometimes large, noisy and unsightly. Mechanical equipment, particularly when added after the building is in use, can interrupt the streetscape and public views, decreasing the comfort and livability throughout the area. Enclosures and mechanical rooms shall conform to the following criteria:
  - a. When associated with new construction or rehabilitation valued at more than 30 percent of the building value as determined by the building official:
    - (1) Restaurant and/or drinking uses, trash and garbage facilities shall be within an enclosed, air-conditioned garbage room; and
    - (2) Commercial, office or multifamily uses, trash and garbage facilities shall be within an enclosed, cross-ventilated garbage room.
  - b. When located outside of the building, the trash and garbage facilities shall be enclosed within a decorative CBS, wood, metal or recycled products material, opaque structure. The structure (including opaque gates) shall be painted or finished to match the building appearance. No such containers shall be kept, utilized, left stored or maintained in front of any principal structure, except on collection day.
  - c. Dumpster enclosures shall be located in visually obscure areas of the site and shall be designed in a manner as to visually screen the dumpster from adjacent view, and shall include a dumpster locking device on containers that include food waste to prevent access to the dumpster by birds or rodents.
  - d. Dumpster enclosures shall be placed in such a manner as to allow sanitation trucks to pick up garbage in a manner they are designed for.
  - e. Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet

wall or grilles, and shall be painted in muted colors or match the building, and shall not be visible from the street.

- f. All service bays, mechanical (HVAC) equipment and delivery areas should be located away from and not visible from the streets, waterways, sidewalks, and adjacent properties.
- g. Service bays, ground-mounted air conditioning units, and other mechanical equipment shall be screened from public and on-site pedestrian view, and buffered.
- h. Exterior service bays and delivery areas should not be used for the storage of vehicles or materials.

F. Fences, walls and hedges.

1. When required

- a. An eight-foot high wall, hedge, or fence shall be required along all side and rear commercial property lines which are contiguous to a residential zoned property, subject to vision clearance requirements established elsewhere in this section.
- b. All permitted outdoor storage areas in multifamily residential and commercial zones shall be visually screened from public view by an eight-foot high solid wood or masonry fence or wall.
- c. Fences or walls to be built in connection with other permitted recreational uses such as baseball backstops, tennis courts, handball courts, and the like shall be permitted at the height necessary for the particular use.
- d. All vacant lots adjacent to Kennedy Causeway shall be hedged along that portion of the lot which is adjacent to Kennedy Causeway.
  - (1) The hedge shall not exceed four feet in height and not be lower than two feet in height and shall be of sufficient thickness and density so as to provide a physical barrier similar in effect to a fence.
  - (2) The hedges shall be continuously and regularly trimmed, and any dead plants, or plants which fail to bear leaves, shall be regularly and timely replaced.
  - (3) The remainder of the lots shall be fenced or hedged so as to prevent the unauthorized entry of motor vehicles thereon.
- e. Concrete Block Walls. No fence, solid contiguous wall or ledge consisting of blocks or concrete shall be erected, constructed, installed or maintained in any manner parallel to the 79th Street Causeway.

2. Prohibitions

- a. No fence, wall, or hedge may be constructed, installed, or maintained within six feet of any fire hydrant or other emergency apparatus.
- b. No fence, wall, or hedge may be constructed, installed, or maintained which in any manner creates a visual obstruction to vehicular traffic. In no event shall any fence which obstructs or obscures vision, or any wall or hedge exceed four feet in height within 30 feet of the intersection of official right-of-way lines.
- c. No wall or fence shall exceed five feet in height within any required front yard setback, provided such fence or wall does not create a visual obstruction to pedestrian or vehicular traffic. Additionally:
  - (1) Landscaping shall be required on the street side of any such wall or fence;
  - (2) Any concrete wall or concrete block wall shall be sustained in a finished condition.

- d. Hedge heights shall not exceed twelve (12) feet in height in the front, rear and side setbacks in the RS-1 and RS-2 Districts, provided that:
  - (1) Such hedges do not interfere with vehicular traffic or visibility on public rights-of-way;
  - (2) Such hedges are neatly trimmed;
  - (3) The property owner responsible for planting the hedge shall maintain the entire hedge, including the sides facing the neighboring properties in order avoid any hindrance to said neighboring property.
  - (4) Hedge planting is strictly prohibited within the Village right-of-way or easement area.
- e. Walls and fences in the rear and side setbacks shall not exceed a height of six feet.
- f. No chain link, wire or cable fencing or fences similar in appearance to any of the foregoing, will be permitted within front setbacks. (This includes all areas past the front edge of the house running towards the street.)
- g. Ornamental entrances, fountains, plant containers, and similar architectural features exceeding the wall height restriction will be permitted, provided that:
  - (1) No such feature shall exceed in height the wall height restriction for that district plus three feet; and
  - (2) There shall be only one such feature in any front, side or rear yard, except that there may be two entrance gates.
- h. Planting of vegetation in easement areas shall conform to the following:
  - (1) No trees may be planted within any easement or public right-of-way area as shown on the recorded plats of the various subdivisions of the Village ("easement areas").
    - (a) Nothing in this section shall be construed to prohibit the planting of low growth landscaping in the easement or right-of-way areas ("easement landscaping").
    - (b) Easement or right-of-way landscaping is subject to removal by the Village without notice in the event that this landscaping impedes access to these areas. The Village shall not be responsible for damage to the removed landscaping;
    - (c) Prior to planting such easement landscaping in easement areas, the property owner shall execute a permission for removal, release and indemnification agreement, in a form acceptable to the Village, pertaining to such easement.
- i. North Bay Island. The linear footage of any property's street front Village easement or right-of-way area must maintain a greenspace (pervious) area whereby the permissible paved area is to be limited to only 40 percent of that total linear footage.
  - (1) The protected greenspace shall be restricted from any paving materials including but not limited to asphalt, concrete, brick, pavers, gravel or solid cover of mulch.
  - (2) The depth of that protected pervious area must be maintained at full easement depth from the street to the property boundaries.
  - (3) Any paving of the property frontage beyond the easement area (within front yard), and greater than 40 percent of the permitted linear footage must create a green landscape facade to decrease the sight line of that paved surface from the street view.
- j. All islands.
  - (1) Front yard area may be paved up to 40 percent of the total linear footage.

- (2) The balance of footage may only be paved if a greenspace is created between the Village's sidewalk and the paved area, for a depth of no less than 48 inches, and heavily landscaped to create green landscape facade to decrease the sight line of that paved surface from the street.
- k. Nonconforming uses of land. The lawful use of land existing at the time of the passage of this ordinance or an amendment thereto, although such uses do not conform to the provisions of this ordinance, may be continued subject to the following provisions:
- (1) Front yard areas may not be increased in paved areas.
- (2) All rights and obligations subject to the nonconforming use of the land run with the land and are not personal to the present owner or tenant of the nonconforming use of land and are not affected by a change in ownership or tenancy.
3. General requirements
- a. Construction and materials.
- (1) No fence or wall may be constructed of materials which will be hazardous to the health, safety, or welfare of persons or animals.
- (2) Fences which are erected with sheathing, pickets or slats on one side only shall have such materials placed on the side of the fence facing the adjacent property in such a manner as to conceal the structural elements of the fence from off premises view.
- (3) Walls or fences constructed of concrete block shall be constructed so that the side facing away from the property on which the wall or fence is located shall be finished with stucco or some other approved material.
- b. Maintenance. All fences, walls, and hedges shall be maintained in a safe, attractive, and non-hazardous condition.
- (1) Hedges shall not extend over or into the public right-of-way for the full height of the hedge.
- (2) Maximum height.
- (a) No fence or wall shall exceed six feet in height and no hedge shall exceed six feet except as may be permitted or further restricted elsewhere in this section.
- (b) The height of a wall, fence, or hedge shall be the vertical distance measured from the average elevation of the finished building site to the top of the wall, fence, or hedge.
- (c) The average elevation shall be measured along the wall, fence, or hedge line that the same is to be placed.
- (d) The land within the area which the wall, fence, or hedge is to be placed may not be increased or decreased to effect the permitted height unless the entire building site is to be graded to level off this area.
4. Temporary fence around construction site. Nothing in this section shall be deemed to prohibit the erection and maintenance of a temporary fence around construction sites on which actual construction activity is taking place pursuant to a valid active building permit.
- a. The fence may exceed the height limitations in this zoning code if the fence is constructed of solid wood (or plywood) and is decorated in an attractive and artful design as shall be determined by the Village Commission or appropriately designated board.

- b. In no event shall the fence exceed eight feet in height.
- c. Chain link fences shall not be the permitted around construction sites unless screening is used with the chain link to conceal construction materials from outside view.

5. Existing nonconforming fences and/or walls; removal.

- a. Intent. It is the intent of this division to recognize that the eventual elimination of existing fences, that do not conform with the provisions of this chapter, in as expeditious a manner as is reasonable, is as much a subject of the health, safety, and welfare of the citizens of the Village as is the prohibition of new fences that would violate the provisions of these regulations. It is also the intent of this division that there shall not be any unreasonable burden upon established private property rights.
- b. Continuance. Subject to the amortization schedule below, a nonconforming fence may be continued and shall be maintained in good condition, but shall not be:
  - (1) Enlarged or changed to another nonconforming fence.
  - (2) Reestablished after its removal.
  - (3) Reestablished after being damaged or deteriorated whereby the estimated expense of reconstruction exceeds 50 percent of the appraised replacement cost.
- c. It shall be the responsibility of the Code Enforcement Officer to make an inventory and a record of all nonconforming fences and to serve notice on the owners or users of such fences within 30 days after the adoption of these regulations. The period of nonconformity shall nonetheless begin as of the date of the passing of this division. The inventory shall include the following:
  - (1) Owner.
  - (2) Type of fence
  - (3) Location.
  - (4) Reason for classification as nonconforming.
  - (5) Date fence was erected.

G. Height exceptions.

Church steeples, bell towers, chimneys, tanks, decorative features, elevator lift housing, air conditioning units, or other mechanical or functional features may exceed zoning district height requirements, except as may be otherwise stipulated herein.

H. Outdoor dining and sidewalk cafes.

- 1. Café tables in the right-of-way can bring activity to the street. They can provide a wonderful means of people-watching for diners and pedestrians. Consideration should be given to unification of these elements within a block from street to street.
- 2. Restaurants and bars are also encouraged to provide outdoor service in courtyards or arcades.
- 3. Sidewalk cafés on the public right-of-way may be allowed upon approval by the Village Commission.
- 4. Outdoor restaurants, bars or sidewalk cafés must be associated with an adjacent licensed restaurant and comply with all other zoning regulations and conform to the following criteria:
  - a. An application must be filed with the Village Manager, or his/her designee, for administrative review and approval, which shall include:



- (1) Layout of all tables, chairs, benches, and other furniture;
  - (2) Pedestrian ingress and egress;
  - (3) Location of refuse containers; and other elements necessary to illustrate the proposed outdoor seating/dining use and area (all drawings must be titled, indicate orientation, and be at an acceptable scale).
- b. Outdoor seating/dining areas and uses of the public right-of-way and/or any private property may be approved, denied, or approved with conditions, modifications, safeguards, or stipulations appropriately and reasonably related to the intent, purposes, standards, and requirements of the related regulations by the Village Manager.
    - (1) Such permit shall not be transferable in any manner and is strictly a conditional use permit, issued for a period of one year, renewable annually via payment of the annual occupational license fee for such outdoor seating/dining uses.
    - (2) The fee for outdoor dining/seating use and area will be charged annually in the amount of \$250.00; the permit fee shall be added to the occupational license fee for the main business.
  - c. The applicant shall provide an indemnity agreement that is acceptable to the Village Manager. This agreement will include specification of liability insurance to be provided.
  - d. The conditional use permitting of outdoor seating/dining use and area may be revoked by the Village Manager or his/her designee, upon finding that:
    - (1) One or more conditions of these regulations have been violated, or
    - (2) That the outdoor seating/dining area and use are being operated in a manner that constitutes a public nuisance, or in any way that constitutes a reasonable risk of potential liability to the Village.
  - e. Outdoor seating/dining use and area may be temporarily suspended by the Village for public use/purpose, utility, sidewalk or road repairs, emergency situations, or violations of provisions contained herein.
  - f. The length of suspension shall be determined by the Village Manager as necessary.
  - g. Removal of all street furniture and related obstructions shall be the responsibility of the owner/operator of the outdoor seating/dining.
  - h. Outdoor seating/dining area shall be kept in a neat and orderly appearance and shall be kept free from refuse and debris. The applicant shall be responsible for daily cleaning and sweeping of the outdoor seating/dining area and for the cleanliness and maintenance of any outdoor planters immediately adjacent to the outdoor seating/dining area.
  - i. Use of Village sidewalks for trash and garbage removal shall be prohibited.
  - j. Outdoor seating/dining use and area shall not interfere with the free and unobstructed pedestrian or vehicular circulation of traffic, public access to any street intersections, crosswalks, public seating areas and conveniences, bus stops, alleys, service easements, handicap facilities, or access to any other commercial establishments.
  - k. If there is seating on one side of the sidewalk, a minimum of five feet of sidewalk must remain clear and unobstructed for pedestrian passage;
  - l. Outdoor seating/dining area on the public rights-of-way shall be open and unenclosed. No building structures of any kind shall be allowed in and over any portion of the outdoor seating/dining area located on public property.

- m. Tables, chairs and all other furniture used in the operation of an outdoor seating/dining area shall not be anchored or restrained in any manner.
  - n. Individual table umbrellas, planters, or other such non-stationary elements may be permitted within the outdoor seating/dining area and where applicable, shall have a minimum clearance height of seven feet above grade.
  - o. Outdoor seating/dining use and area shall be restricted to the length of the sidewalk or public right-of-way immediately fronting the cafe or other establishment
  - p. Outdoor seating/dining area shall be at the same elevation as the adjoining sidewalk or public right-of-way.
  - q. Carts and trays for serving food are permitted in the outdoor seating/dining area.
  - r. Outdoor seating/dining use and area shall not be provided with amplified sound of any kind.
  - s. Outdoor seating/dining areas may serve alcoholic beverages where such service is strictly incidental to the service of food and from a service bar only; provided:
    - (1) No entertainment of any kind is furnished.
    - (2) No sign of any type or character shall be exhibited or displayed to the outside denoting that alcoholic beverages are obtainable within.
  - t. Any administrative decision may be appealed to the Village Commission in accordance with the requirements of this Code.
  - u. The hours of operation shall coincide with that of the primary restaurant.
  - v. Placement of tables, chairs and related equipment shall be situated to ensure that a minimum of five feet straight pathway on the sidewalk is maintained at all times as an unobstructed pedestrian path.
  - w. Serving through windows is not permitted.
  - x. Food preparation shall only occur in the enclosed restaurant.
  - y. Because tables provide sufficient advertisement, no additional signs for sidewalk café are permitted.
  - z. Outdoor furniture shall be substantial enough not to blow over with normal winds.
  - aa. All outdoor furniture and fixtures shall be tastefully compatible and approved by the Planning and Zoning Official.
  - bb. All disposable table materials such as plates, glasses, and napkins shall be imprinted with the name of the café (stickers may be used). This regulation is to control litter.
  - cc. Sidewalk cafés shall receive a revocable permit subject to the procedures established by the Village.
- i. Recreational and camping equipment.
- Recreational and camping equipment in the form of travel and camping trailers, truck trailers, and motor travel homes, designed and used as temporary living quarters for recreation, camping, or travel use may be parked in the open on sites containing single-family residences, subject to the following conditions:
- a. No more than one piece of recreation or camping equipment shall be parked on the site.
  - b. Such parking shall be limited to the equipment owned or leased by the owner-occupant or

occupant-lessee of the site concerned, or owned or leased by a bona fide out-of-Dade County house guest of the occupant of the site concerned, with the parking of such equipment by the guest not to exceed 14 days.

- c. The location for such parked equipment shall be to the rear of the front building line and behind the side street building line, in each case the building line referred to being that portion furthest from the street.
- d. Such equipment and the area of parking shall be maintained in a clean, neat, and presentable manner and the equipment shall be in a usable condition at all times.
- e. Such equipment shall, at all times, have attached a current vehicle registration license tag.
- f. No major repairs or overhaul work on such equipment shall be made or performed on the site or any other work performed thereon which would constitute a nuisance under existing ordinances.
- g. When parked on the site, such equipment shall not:
  - (1) Be used for living or sleeping quarters, or
  - (2) Be used for housekeeping or storage purposes and
  - (3) Shall not have attached thereto any service connection lines, except as may periodically be required to maintain the equipment.
- h. The maximum length permitted for such equipment shall not exceed 30 feet and the maximum height shall not exceed ten feet.
- i. Such equipment shall be so secured that it will not be a hazard or menace during high winds or a hurricane.

J. Safe and sanitary dwelling unit standards.

The following shall be the minimum standards to be enforced in North Bay Village relative to the safe and sanitary maintenance of dwellings and dwelling units:

- 1. All foundation walls shall be structurally sound, reasonably rodent-proof, and maintained in good repair.
- 2. Foundation walls shall be considered to be sound if they are capable of bearing imposed loads and are not deteriorated.
- 3. Every dwelling unit shall be reasonably weathertight, watertight, and rodent-proof.
  - a. Floors, walls, ceilings, and roofs shall be capable of affording adequate shelter and privacy and shall be kept in good repair.
  - b. Windows and exterior doors shall be reasonably weathertight, watertight and rodent proof, and shall be maintained in good working condition.
  - c. All parts of the structure that show evidence of rot or other deterioration shall be repaired or replaced.
- 4. Every inside and outside stairway, porch, and every appurtenance thereto, shall be maintained in a safe condition and be capable of supporting loads which normal use may impose.
- 5. Every chimney and smoke pipe, and all flue and vent attachments thereto, shall be maintained in such condition that there will be no leakage or backing up of smoke and noxious gases into the dwelling.
- 6. All exterior surfaces subject to deterioration shall be properly maintained and protected from the

elements by paint or other approved protective coating applied in a workmanlike fashion.

7. Every plumbing fixture, water pipe, waste pipe, and drain shall be maintained in good sanitary working condition, free from defects, leaks, and obstructions.
8. The floor surface of every water closet compartment, bathroom, and shower room shall be maintained so as to be reasonably impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.
9. Every supplied facility, piece of equipment, or utility shall be maintained in a safe and satisfactory working condition.
10. No owner or occupant shall cause any service, facility, equipment, or utility required to be removed from or discontinued for any occupied dwelling or dwelling unit except for such temporary interruption as may be necessary while actual repairs, replacement, or alterations are in process.
11. For these purposes, every owner of a building containing three or more dwelling units, shall provide the continuing service of a person or persons solely to assure that the minimum requirements of maintenance and sanitation, as provided herein are maintained on the premises at all times.
12. The provisions of the Dade County Minimum Housing Code shall apply as a minimum standard for Village enforcement.

K. Security guards.

1. Definitions: The term security guards shall be synonymous with burglar guards and shall refer to steel bars commonly installed on the exterior or interior of doors or entryways and windows or breezeways or private residences, including free standing as well as multifamily residences and commercial and industrial buildings.
2. No security guards may be installed on the exterior of doors and entryways, windows and breezeways on front and side elevations of buildings which face a street or public right-of-way.
3. Continuance and removal of nonconforming security guards.
  - a. A nonconforming security guard (one which is in existence at the effective date of this section) may be maintained and continued in use as a legal nonconforming use.
  - b. However, no such security guard may be enlarged or replaced by another nonconforming device.
  - c. At such time as title to the property changes, all nonconforming security guards shall be removed.
  - d. Title change shall be defined to mean any change of record ownership, other than by survival or by inheritance of a tenant by the entreaties.

L. Setback encroachments.

Every part of every required front, side, and rear yard setback shall be open and unobstructed from the ground to the sky except as herein provided.

1. Cornices, roof overhangs, window air conditioning units, awnings, chimneys, and sills may extend into a required side or rear yard, provided any such extension does not exceed 36 inches into the required yard.
2. Balconies shall be permitted to project to a distance of 48 inches into the required yard, provided there is a seven-foot clear span.

3. A canopy shall be permitted to extend from the entrance door to the street line of any main building in multi-family residential districts provided:
  - a. Where a sidewalk and curb exist, the canopy may extend to within 18 inches of the curb line.
  - b. Such canopies shall not exceed 15 feet in width or 12 feet in height or be screened or enclosed in any manner.
  - c. Such canopies shall provide an unobstructed, clear space between the grade and the bottom of the valance of at least six and one-half feet.
  - d. Such canopies shall be required to be removed during hurricane warning periods.
4. A "garden window" is defined for this subsection as a pre-manufactured window unit constructed to form an interior shelf or shelves enclosed by glass to serve as a miniature greenhouse for the cultivation of small potted plants.
5. A garden window shall be permitted to extend outward from the building into a setback-a perpendicular distance not to exceed 24 inches.
6. In the single-family zoning districts, ground mounted mechanical equipment, including air conditioning equipment, pool equipment, heat pumps, water heaters, generators and other similar equipment, may be placed in a side yard setback area; provided:
  - a. The unobstructed side setback area is not reduced by more than 50 percent of what is required in the zoning district regulations; and
  - b. The equipment placed in the setback area does not operate above 70 decibels; and
  - c. The equipment placed in the setback area does not exceed a height of 48 inches above ground level.

M. Swimming pools.

1. Purpose and intent. The Legislature finds that drowning is the leading cause of death of young children in this state and is also a significant cause of death for medically frail elderly persons in this state, that constant adult supervision is the key to accomplishing the objective of reducing the number of submersion incidents, and that when lapses in supervision occur a pool safety feature designed to deny, delay, or detect unsupervised entry to the swimming pool, spa or hot tub will reduce drowning and near-drowning incident.

In addition to the incalculable human cost of the submersion incidents, the health care costs, loss of lifetime productivity and legal and administrative expenses associated with drowning of young children and medically frail elderly persons in this state each year and the lifetime costs for the care and treatment of young children who have suffered brain disability due to near-drowning incident each year is enormous.

2. Standards and requirements.
  - a. Any swimming pool operated by a residential homeowner, or condominium association, or by the resident of a single-family dwelling shall be permitted as an accessory use and shall exist only in conjunction with the principal use on the same lot, subject to the regulations stated herein.

b. A swimming pool may be permitted in any rear yard; however, in no instance shall it be located nearer than the following distances from any property line or structure:

<u>Setback</u>	<u>Distance (Feet)</u>
<u>Front</u>	<u>25</u>
<u>Side (interior)</u>	<u>7.5</u>
<u>Rear or Easement</u>	<u>7.5</u>
<u>Structure</u>	<u>5</u>
<u>Side (corner)</u>	<u>15</u>

c. Access. Exterior access to a swimming pool shall be through a self-closing and self-latching gate with latches placed at least four feet above grade and operable from the pool area only.

d. Drainage. If a patio is provided adjacent to or surrounding a swimming pool, it shall be designed so as to be self-draining away from the pool.

e. Lighting. Artificial lighting used to illuminate the premises shall be shielded and directed away from adjacent properties and streets, shining only on the subject site.

f. Height. Swimming pools and appurtenances shall not exceed a height of two feet above grade.

g. Additional requirements. In addition to the foregoing requirements, all regulations and standards of Sections 151.01 through 151.18 of the Village's Code of Ordinances, and the Florida Building Code shall be complied with.

3. Barriers for swimming pools, spas and hot tubs required.

Barriers must be placed around the perimeter of the pool, spa or hot tub and must be separate from any fence, wall, or other enclosure surrounding the yard unless the fence, wall, or other enclosure or portion thereof is situated on the perimeter of the pool, spa or hot tub that is being used as part of the barrier, and meets the barrier requirements of this chapter, chapter 151 of this Code, and the Florida Building Code.

a. Barrier construction

(1) A wall of a dwelling may serve as part of the barrier if it does not contain any door or window that opens to provide direct access from the home to the swimming pool, spa or hot tub.

(2) Where a wall of a dwelling serves as part of the barrier, one of the following shall apply:

(a) All doors and windows providing direct access from the home to the pool, spa or hot tub shall be equipped with an exit alarm complying with this chapter and chapter 151 of this Village's Code, as well as the Florida Building Code that has a minimum sound pressure rating of 85 dB.

(b) At 10 feet the exit alarm shall produce a continuous audible warning when the door and its screen are opened.

i. The alarm shall sound immediately after the door is opened and be capable of being heard throughout the house during normal household activities.

ii. The alarm shall be equipped with a manual means to temporarily deactivate the alarm for a single opening. Such deactivation shall last no more than 15 seconds.

iii. The deactivation switch shall be located at least 54 inches above the threshold of

the door.

iv. Separate alarms are not required for each door or window if sensors wired to a central alarm sound when contact is broken at any opening.

(c) All doors providing direct access from the home to the pool, spa or hot tub must be equipped with a self-closing, self-latching device with positive mechanical latching/locking installed a minimum of 54 inches above the threshold, which is approved by the authority having jurisdiction.

(d) Exceptions:

- i. Screened or protected windows having a bottom sill height of 48 inches or more measured from the interior finished floor at the pool, spa or hot tub access level.
- ii. Windows facing the pool, spa or hot tub on floor above the first story. Screened or protected pass-through kitchen windows 42 inches or higher with a counter beneath.

(3) The top of the barrier shall be at least 48 inches above grade measured on the side of the barrier which faces away from the swimming pool, spa and/or hot tub.

(4) The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches measured on the side of the barrier which faces away from the swimming pool, spa and/or hot tub.

(5) Where the top of the pool, spa or hot tub structure is above grade the barrier may be at ground level or mounted on top of the pool, spa or hot tub structure.

(6) Where the barrier is mounted on top of the pool, spa or hot tub structure, the maximum vertical clearance between the top of the pool, spa or hot tub structure and the bottom of the barrier shall be 4 inches.

(7) Maximum mesh size for chain link fences shall be a 2¼ inch square unless the fence is provided with slats fastened at the top or bottom which reduce the openings to no more than 1¾ inches. A mesh safety barrier meeting the following minimum requirements shall be considered a barrier as defined in this section:

(a) Individual component vertical support posts shall be capable of resisting a minimum of 52 pounds (229 N) of horizontal force prior to breakage when measured at a 36-inch height above grade.

(b) Vertical posts of the child mesh safety barrier shall extend a minimum of 3 inches below deck level and shall be spaced no greater than 36 inches apart.

(c) The mesh utilized in the barrier shall have a minimum tensile strength according to ASTM D 5034 of 100 lbf., and a minimum ball burst strength according to ASTM D 3787 of 150 lbf. The mesh shall not be capable of deformation such that a ¼ inch round object could pass through the mesh. The mesh shall receive a descriptive performance rating of no less than "trace discoloration" or "slight discoloration" when tested according to ASTM G 53 (Weatherability, 1,200 hours).

(d) When using a molding strip to attach the mesh to the vertical posts, this strip shall contain, at a minimum, #8 by percent-inch screws with a minimum of two screws at the top and two at the bottom with the remaining screws spaced a maximum of 6 inches apart on center.

(e) Patio deck sleeves (vertical post receptacles) placed inside the patio surface shall be of a nonconductive material.

- (f) A latching device shall attach each barrier section at a height no lower than 45 inches above grade. Common latching devices which include, but are not limited to, devices that provide the security equal to or greater than that of a hook and eye type latch incorporating a spring actuated retaining level (commonly referred to as a safety gate hook).
- (g) The bottom of the child mesh safety barrier shall not be more than 1 inch above the deck or installed surface (grade).
- (8) The barrier may not have any gaps, openings, indentations, protrusions, or structural components that could allow a young child to crawl under, squeeze through, or climb over the barrier as herein described below.
- (9) One end of a removable child barrier shall not be removable without the aid of tools. Openings in any barrier shall not allow passage of a 4-inch-diameter sphere.
- (10) Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches, the horizontal members shall be located on the swimming pool, spa or hot tub side of the fence.
- (11) Spacing between vertical members shall not exceed 1¾ inches in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1¾ inches in width.
- (12) Where the barrier is composed of diagonal members, the maximum opening formed by the diagonal members shall be no more than 1¾ inches.
- (13) Solid barriers which do not have openings shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.
- (14) Where an aboveground pool, spa or hot tub structure is used as a barrier or where the barrier is mounted on top of the pool, spa or hot tub structure, and the means of access is a ladder or steps;
  - (a) The ladder or steps either shall be capable of being secured, locked or removed to prevent access, or
  - (b) The ladder or steps shall be surrounded by a barrier which meets the requirements of this chapter and chapter 151 of this Village's Code, as well as the Florida Building Code.
  - (c) When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch-diameter sphere.
- (15) Any permitted swimming pool may be enclosed by a screen enclosure, provided the enclosure is constructed of material which is 90 percent screening.
- (16) Screen enclosures shall have the same minimum side setbacks as those stated above for swimming pools.
- (17) Standard screen enclosures which meet the requirements of the Florida Building Code, may be utilized as part of or all of the "barrier" and shall be considered a "non-dwelling" wall.
- (18) Removable child barriers shall have one end of the barrier non-removable without the aid of tools.
- (19) Removable child barriers must be placed sufficiently away from the water's edge to prevent a young child or medically frail elderly person who may manage to penetrate the



barrier from immediately falling into the water.

(a) Sufficiently away from the water's edge shall mean no less than 20 inches from the barrier to the water's edge.

(b) Dwelling or non-dwelling walls including screen enclosures, when used as part or all of the "barrier" and meeting the other barrier requirements, may be as close to the water's edge as permitted by this Code.

(20) A barrier may not be located in a way that allows any permanent structure, equipment, or window that opens to provide access from the home to the swimming pool, spa and/or hot tub.

b. Access to swimming pools, spas and hot tubs.

Access gates, when provided, shall be self-closing and shall comply with the requirements of this chapter and chapter 154 of this Village's Code and shall be equipped with a self-latching locking device located on the pool, spa or hot tub side of the gate.

(1) Where the device release is located no less than 54 inches from the bottom of the gate, the device release mechanism may be located on either side of the gate and so placed that it cannot be reached by a young child over the top or through any opening or gap from the outside.

(2) Gates that provide access to the swimming pool, spa or hot tub must open outward away from the pool, spa or hot tub.

(3) The gates and barrier shall have no opening greater than ½ inch within 18 inches of the release mechanism.

c. Adjacent waterways as barriers.

(1) Permanent natural or permanent man-made features such as bulkheads, canals, lakes, navigable waterways, etc., adjacent to a public or private swimming pool, spa or hot tub may be permitted as a barrier when approved by the authority having jurisdiction.

(2) When evaluating such barrier features, the authority may perform on-site inspections and review evidence such as surveys, aerial photographs, water management agency standards and specifications, and any other similar documentation to verify, at a minimum, the following:

(a) The barrier feature is not subject to natural changes, deviations, or alterations and is capable of providing an equivalent level of protection as provided by the code.

(b) The barrier feature clearly impedes, prohibits or restricts access to the swimming pool, spa or hot tub.

d. Schedule of penalties.

Failure to comply with the requirements of any section of this chapter may result in a penalty as provided in Section 153 of the North Bay Village Code.

N. Towers, antennas, poles and masts.

1. Generally.

Prior to the erection of a water tower, standpipe, windmill, tower, aerial, antenna, pole, mast, or other vertical structure over ten feet in height above the roof of a permitted structure, or over 20 feet in height if erected at grade, the requirements of this section and the South Florida Building Code shall be observed.

a. Plans and specification required.

Plans and specifications for the structures listed above shall be submitted to the Building Official showing:

- (1) All dimensions, size, and kind of members, footings, and guy wires;
- (2) The location, depth, and type of guy anchors and footings;
- (3) The type and weight of the antenna, apparatus, or structure to be attached to or supported by the structure; and
- (4) An application made for a permit.

b. Maximum height.

- (1) The vertical height of any of the above structures shall not be greater than 90 percent of the horizontal distance from its base to the nearest adjacent street right-of-way line.
- (2) Radio towers, where incidental to a business use in the commercial district, may extend to a height of 150 feet measured from ground elevation.
- (3) Poles, masts, and towers for supporting antenna used in the operation of amateur radio stations, citizen band radio stations, and citizen band radio stations licensed by the Federal Communications Commission shall be excepted from the above regulations and shall be governed by the following requirements:
  - (a) All poles, masts, towers, and beam array antennas shall be placed not less than five feet from a public right-of-way line or adjacent property line, or nearer than one foot from any easement.
  - (b) All such installations shall conform to the requirements of the National Electrical Code and applicable FCC regulations, and be located not less than eight feet from any power line over 250 volts, including the beam elements or any part thereof.
  - (c) Permits shall be required for the installation of any poles, masts, or towers over 20 feet above the roof of any structure to which they may be attached, and for any installation over 35 feet in height when erected from grade. Applications for permits shall be accompanied by three copies of plans and specifications, ~~three copies~~ showing:
    - (1) All dimensions, size and kind of members, f
    - (2) Footings and guy wires;
    - (3) The location, depth and type of guy anchors and footings; and
    - (4) The type and weight of the antenna, apparatus or structure to be attached to or supported by the structure.
  - (d) Poles shall be of an approved creosoted type or treated or painted with a chemical preservative and an outer coat of oil base paint before installation. The color shall match the surrounding development.

(e) The recommended depth of holes for various type poles shall be subject to acceptable engineering standards:

<u>Pole Height Above-ground (feet)</u>	<u>Hole Depth in Firm Ground (feet)</u>	<u>Hole Depth in Rock Ground (feet)</u>
<u>16</u>	<u>3.5</u>	<u>3</u>
<u>20</u>	<u>4</u>	<u>3</u>
<u>25</u>	<u>5</u>	<u>3</u>
<u>35</u>	<u>6</u>	<u>4</u>
<u>50</u>	<u>7</u>	<u>0.5</u>

(f) If the earth is damp or soggy, the depth of hole is to be increased by one foot.

(g) If carrying a beam, poles must be properly guyed, as is the case where the pulling effect of the wire antenna or weight of other installations will require guying.

(h) Wood masts shall be chemically treated, painted with an outside coat of oil base paint, and suitably guyed at the top and middle in at least three different directions.

(i) Masts to support a beam, whether of wood or metal pipe, shall comply with all the applicable regulations in regard to the location, guying and the like, and the maximum allowable weight of antenna, rotator and components shall not exceed 150 pounds.

(j) Towers of steel, iron or aluminum, whether of the rigid non-demountable type or the rigid, demountable type with the crank-up, crank-down and either the hinged base or swivel crank-over features shall carry no more weight on the top than specified by the manufacturers specifications.

(k) In calculating the height of demountable type towers, the top of the lower rigid section shall be considered the top for the purpose of this section.

(l) Beam array antennas shall be mounted so as to provide easy servicing and easy access for the removal at approach of hurricanes, or provide for the lowering of such beam.

2. Dish antennas.

a. Application. This section shall apply only to private noncommercial dish antennas as defined in subsection (B)(2) below. This section shall supplement and not repeal or modify the requirements of Section 8.10(E)(5).

b. Definitions:

(1) Dish antenna means a dish antenna intended for the purpose of receiving communications from orbiting satellites and other extraterrestrial sources, a low noise amplifier (L.N.A) which is situated at the focal point of the receiving component for the purpose of magnifying and transferring signals, a coaxial cable for the purpose of carrying signals to the interior of a building.

(2) A private noncommercial dish antenna is a dish antenna for a single-family residence which is erected solely for the use of its owners. Said antenna shall not be used for the purpose of obtaining revenue.

- c. Placement. Private noncommercial dish antennae may be permitted in North Bay Village provided:
  - (1) They are located in the rear yard.
  - (2) They are placed no closer to any property boundary line than a distance equal to their height as measured from ground level to the top of the antenna but in no event closer than ten feet to said property lines.
  - (3) On corner properties, no portion of the apparatus may extend beyond the imaginary extension of the line of the house structure.
  - (4) Roof-mounted dish antennae shall not be permitted except on two-story buildings with a flat roof, provided the antenna cannot be viewed from ground level, and in no instance is to exceed in height 15 [feet] above the roof.
- d. Dimensions. The height of dish antennas, on the ground, shall not exceed 15 feet from ground level nor shall their diameter exceed 12 feet.
- e. Number allowed; color. Only one dish antenna shall be allowed per single-family house, and antennas shall be neutral in color, and one color only.
- f. Anchorage. All dish antennae shall be anchored securely to the ground or structure in compliance with the requirements of the South Florida Building Code relative to structures.
- g. Permit required. No dish antenna shall be erected until a permit has been issued by North Bay Village. All applications for a permit shall be accompanied by a site plan showing the proposed location of the antenna, the type, color, height and diameter of the antenna and the proposed landscaping.
- h. Screening. A private noncommercial dish antenna shall be screened by landscaping on its sides so as to obscure its visibility from the abutting properties' ground view.
- i. Once installed, dish antennas and related appurtenances must be maintained in good and operable condition, and the surrounding landscaping shall likewise be continuously maintained for the intended screening purpose.
- j. Nonconforming uses. All dish antennas that are legally existing on October 23, 1990, shall be allowed to remain until such time that they may be replaced, or the cost of repairs exceeds 50 percent of the replacement at which time they shall conform in all respects to this section.

3. Screening of mechanical equipment.

Lack of, or inadequate screening of, mechanical equipment can have negative visual impacts on the Village's streetscape, ambient landscape, and community image. Such impacts shall be minimized through compliance with the following requirements:

- a. Mechanical equipment located on the ground, such as air conditioning units, heating units, satellite dishes, irrigation pumps, propane tank displays and refilling areas, utilities lift stations and the like shall be screened from public view. Screening shall, at a minimum be at the same height as the equipment. Structural screening shall be architecturally integrated into the overall project design and shall be compatible, in terms of style, construction materials, colors, and finish, with the principle structure(s). Landscaping may be substituted for structural screening if plantings are compatible with the landscape plan for the project and are of such size and maturity as to be able to provide a fully opaque screen at time of planting.
- b. Equipment and appurtenances mounted on roof tops shall be kept to a minimum. All

exposed roof top mounted equipment and appurtenances shall be fully screened from view from any public right-of-way. All screening shall, at a minimum be at the same height as the equipment and appurtenances. Screening shall be an integral part of the design of the building(s) and shall be architecturally consistent with the style, colors, construction materials and finish of the building(s).

- c. Painting of exposed appurtenances to blend with the color of adjacent materials of the building may be approved where utilization of approved roof designs precludes full screening of exposed surfaces.

## CHAPTER 9, GENERAL SITE DESIGN STANDARDS

### DIVISION 1, GENERALLY

#### § 9.1 – Purpose and intent

- A. Design guidelines are intended to implement and provide guidance on site and building design. The purpose of these guidelines is to provide direction to private property owners in preparing plans for review concerning property development or redevelopment. It is important to remember that all projects are also subject to the required reviews of North Bay Village. The primary intent of these guidelines is to establish and promote standards for development planning and urban design.
- B. The standards and guidelines provide direction as to how private development should relate to framework of public amenities in a way that will serve the long term vision as well as accommodate immediate opportunities. They have been created to allow flexibility within the parameters of a clearly defined and supported vision that will provide lasting benefit to the citizens of North Bay Village.
- C. The intent of the design standards are to utilize developed public spaces, such as streets, park and parkways, and bay-walks to organize and coordinate development, as well as to accommodate a broad mix of development types and alternate transportation, such as walking.
- D. The general requirements outlined in this chapter shall serve to supplement the minimum aesthetic and design standards for all site development, buildings, structures, alterations or additions. All site development or redevelopment shall, where reasonable and practicable, show proper design concepts consistent with the standards outlined in these guidelines. Buildings or structures, which are a part of an existing or future group of buildings, shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials shall be such as to create a harmonious whole site. Harmony can be achieved through the proper consideration of scale, proportions, site planning, landscaping, materials, and color.

### DIVISION 2, OFF-STREET PARKING AND LOADING

#### § 9.2 – Purpose and intent

It is the purpose and intent of this subchapter to establish minimum space and design requirements for off-street parking and loading facilities to accommodate both public and private uses. The ever-increasing number of vehicles generated from and attracted to residential, commercial and public activities requires that adequate parking and loading facilities, which permit safe and efficient vehicle and pedestrian movement, be provided in order to protect the health, safety and welfare of the residents of the Village.

#### § 9.3 – Off-street parking requirements

##### A. General requirements

1. Every use or structure shall provide off-street parking facilities for the use of occupants, employees, visitors or patrons. The provision of off-street parking spaces in conjunction with all land or building uses shall be completed prior to the issuance of a certificate of occupancy and such parking facilities shall be maintained as long as the use is continued.

2. No owner or operator of any use or structure shall discontinue or cause a discontinuance or reduction in required off-street parking facilities required by the applicable code provisions existing at the time of construction, use or occupancy without establishing alternate parking facilities which meet the requirements of this subchapter.
3. When any use or structure is altered or enlarged, with a resultant increase in floor area capacity, or space occupied, whatever necessary additional off-street parking that may be required shall be provided, and a revised site plan shall be submitted for review and approval.
4. Where a use or structure which existed at the effective date of this subchapter is changed in use or occupancy to a category of use or occupancy that requires more off-street parking facilities, the increased amount of those facilities shall be provided.

B. Plan required

1. All proposed off-street parking facilities shall be subject to site plan review and approval. Whenever site plan review is otherwise required in conjunction with a specific use, that review shall satisfy the requirements of this section.
2. Site plans shall include the following:
  - a. All off-street parking facilities shall be designed with consideration given to surrounding street patterns, adjacent properties, and other neighborhood improvements. Consideration shall be given to the number of vehicles to be accommodated, hours of operation, and types of uses served.
  - b. All site plans shall show the location, size, dimensions, and design of:
    - (1) On-site buildings and structures.
    - (2) Parking spaces, loading spaces, driveways, and accessways.
    - (3) Directional markings, traffic-control devices, and signs.
    - (4) Walls, fences, pervious areas, berms, changes of grade, and planting materials.
    - (5) Number of parking spaces required and number provided, amount of landscaping required, and amount of landscaping provided.
    - (6) Any other related information that may be reasonably required by the Village.
  - c. When off-street parking facilities are located within an enclosed structure or upon the roof of a building, the site plan shall also include interior circulation patterns, slope of ramps, and location of interior structural columns.

C. Minimum number of off-street parking spaces required

1. Fractions of a space: All uses shall be subject to the following minimum space requirements unless additional spaces may be required as the condition for securing a permitted conditional use. All fractional space requirements shall be rounded off to the next highest number.
2. Residential uses
  - a. Single-family: Two spaces for each dwelling unit.

- b. Multifamily:
    - (1) One and one-half (1.5) space for each efficiency unit, two parking spaces for one and two-bedroom units, and three parking spaces for three-bedroom units or larger and two-bedroom units, which contain an enclosed den or other space convertible to a bedroom plus an additional ten) percent of the total number of required spaces for guest parking, which shall be identified as such.
    - (2) All of the required minimum number of parking spaces pursuant to these provisions, shall be conveyed for use by the developer to the condominium association, and then made available for use by the unity owners at no charge. Where spaces are indicated by a fraction, at least the whole number must be conveyed. This provision shall apply to development under the PRD Ordinance.
  - c. Hotels, motels, and other tourist accommodations: One space for each rental sleeping unit, plus an additional ten percent of the total number of required spaces.
3. Commercial uses
- a. Banks and financial institutions: One space for each 300 feet of gross floor area, plus sufficient area for eight stacking spaces for each drive-thru window. Drive-thru lanes shall be designed so as to be totally separated from required off-street parking spaces and driveways.
  - b. Business, vocational, and trade schools: One space for each 100 square feet of gross floor area.
  - c. Lodges, fraternal organizations, and union halls: One space for each 100 square feet of gross floor area.
  - d. Offices (business, professional): One space for each 300 square feet of gross floor area.
  - e. Personal service establishments (dry cleaners, laundromats, gym, fitness center, and other similar uses): One space for each 200 square feet of gross floor area.
  - f. Repair service establishments (shoes, watches, appliances, and other similar uses): One space for each 200 square feet of gross floor area.
  - g. Restaurants, lounges, and nightclubs: One space for each 75 square feet of customer service area.
  - h. Retail sales establishments: One space for each 200 square feet of gross floor area, plus sufficient area for four stacking spaces for every drive-thru window. Drive-thru lanes shall be designed so as to be totally separated from required off-street parking spaces and driveways.
  - i. Service stations: Three spaces, plus three spaces for every service bay.
  - j. Theaters/Auditoriums: One space for each three seats or other accommodations provided. For benches, pews, or other similar seating arrangements, each 18 lineal inches of such seating facilities shall be counted as one seat for the purpose of computing off-street parking requirements.
  - k. Vehicle sales, rental, repair, and service operations: One space for every 400 square feet of enclosed floor area for sales or rental display, plus two spaces for each service bay.
  - l. Offices (medical, dental, clinic): One space per 150 square feet of gross floor area.



- m. Barber shops, hair salon, nail salon, spa, therapeutic massage center: Two spaces per station (chair, bed, etc).
- n. Drugstores, pharmacies, and marijuana dispensaries: One space for each 200 square feet of gross floor area.
- o. Funeral home or mortuary: One space for each four seats in the principal assembly area. For benches, pews, or other similar seating arrangements, each 18 lineal inches of such seating facilities shall be counted as one seat for the purpose of computing off-street parking requirements.
- p. Animal hospital, grooming, and/or kennel: One space per 300 square feet of gross floor area.

4. Community facilities

- a. Assisted living facilities: Three-quarter space per living unit.
- b. Churches, synagogues, and other houses for worship: One space for each four seats in the principal assembly area. For benches, pews, or other similar seating arrangements, each 18 lineal inches of such seating facilities shall be counted as one seat for the purpose of computing off-street parking requirements.
- c. Government offices and facilities: One space for every 300 square feet of gross floor area, plus one space for every four seats in any public assembly area.
- d. Hospitals: One space for each patient bed.
- e. Marinas: One space for every boat slip or berth, plus such additional spaces as may be required for permitted uses such as retail stores and restaurants.
- f. Museums, art galleries, and libraries: One space for every 400 square feet of gross floor area.
- g. Nursing or convalescent home facility: One-half (½) space for each bed.
- h. Tennis, handball, and racquetball facilities (indoor or outdoor): Five spaces for every court, plus such additional spaces as may be required for permitted uses such as retail stores and restaurants.

5. Educational

- a. Nursery, Daycare, Preschool, Elementary, and Middle School: 1 space/classroom plus one space per employee (excluding teachers), plus 1 space/100 students, plus 10 spaces for stacking/queuing, (student drop-off/pick-up).
- b. High School: 1 space/classroom plus one space per 10 seats plus 5 spaces for auto stacking/queuing.
- c. College/University: 1 space /classroom plus 3 spaces/100 sq. ft. of classroom. 3 spaces/4 beds for dormitories, fraternities, and sororities.

6. Uses not listed

Off-street parking requirements for those uses not enumerated but which are closely related and similar to the uses listed above shall be determined by the Planning and Zoning Board in accordance with the requirements for the listed similar use. Requirements for all nonsimilar uses shall be set by the Village Commission after a recommendation by the Planning and Zoning Board.

D. Exceptions to parking requirements

1. Off-site parking areas adjacent to or within a reasonable distance (the reasonableness of the distance to be determined by the Village Commission) from the premises on which parking areas are required by the parking regulations of this subchapter, where practical difficulties or unnecessary hardships are encountered in locating such parking area on the premises and where the purpose of these regulations to relieve congestion in the streets would be best served by permitting such parking off the premises.
2. Waiver or reduction of parking requirements: To waive or reduce the parking and loading requirements in any district whenever the character or use of the building is such as to make unnecessary the full provision of parking or loading facilities.

E. Design standards

1. Definition: For the purpose of this subchapter an "off-street parking space" is an all-weather surfaced area, at grade or above, permanently reserved for the temporary storage of one automobile and connected with a street or alley by an all-weather surfaced driveway which affords ingress and egress for an automobile without requiring another automobile to be moved. On single lot sites only, mechanical parking lifts, which may require another automobile to be moved, may be approved within enclosed garage structures in the PRD Overlay district, if they meet the standards of Section 8.10D10f(5). When developing under the PRD regulations found in Section 8.10D10, mechanical parking lifts may be used to create an additional parking space which can be counted towards the total number of required parking spaces.
2. Paving and drainage:
  - a. All off-street parking facilities shall be surfaced with a minimum of a rolled six-inch rock base and one-inch durable weatherproof asphaltic pavement. The occupancy or use of a given structure or premises shall be prohibited until the required off-street parking area has been improved, inspected and approved.
  - b. All required off-street parking facilities shall be properly drained so that no nuisance will be caused to adjacent or nearby properties. All construction shall comply with design standards as established by all applicable laws, ordinances, and regulations.
3. Traffic control. Traffic control signs and pavement marking shall be used as necessary to ensure safe and efficient circulation within off-street parking areas. All traffic control measures located on private property shall be approved by the Village.
4. Parking space dimensions. Required and permitted off-street parking spaces shall be clear of columns or other obstructions and have the following minimum dimensions:

<u>Type of Space</u>	<u>Length</u>	<u>Width</u>
<u>Standard</u>	<u>18</u>	<u>9</u>
<u>Handicapped</u>	<u>2018</u>	<u>13</u>
<u>Compact</u>	<u>16</u>	<u>8</u>

5. Compact parking spaces

- a. Upon special approval by the Village Commission in accordance with the provisions on use exceptions, up to 20 percent of all required parking spaces may be designed specifically for small vehicles of the compact or foreign type, provided such spaces

are clearly marked "for compact cars only" and collectively located in a defined area.

- b. Applicants seeking approval for the use of compact parking spaces shall provide valet parking services in perpetuity; and a Business Tax Receipt for valet parking services shall be required annually to ensure compliance with this requirement.

6. Handicapped accessible parking spaces

All required off-street parking facilities shall be developed in accordance with all applicable provisions of the most recent version of the Florida Accessibility Code.

7. Markings

All off-street parking spaces shall be marked by solid stripes of at least four inches in width along each side of the space, except those sides which permit vehicle entry or abut curbs.

8. Wheel stops

Wheel stops or continuous curbing shall be placed two feet from the front of all parking spaces, except those in a parallel configuration. Wheel stops shall be at least six feet in width and be of a design and material approved by the Village.

9. Illumination

All off-street parking facilities, except those which serve single-family residential dwellings, shall be illuminated according to the standards contained herein.

- a. For the purpose of this section, open off-street parking facilities shall include the surface of open-to-the-sky parking spaces, driveways, and accessways. Enclosed off-street parking facilities shall include multi-level parking garages and covered grade-level parking facilities.
- b. Intensity of illumination.
  - (1) Open parking facilities shall provide an average illumination intensity of one foot-candle equal to one lumen per square foot, and shall be well distributed on the pavement areas; however, at no point shall illumination be less than one-third foot-candles.
  - (2) Enclosed parking facilities shall provide an average illumination intensity of 50 foot-candles at the entrance, ten foot-candles in traffic lanes, and five foot-candles in vehicle storage areas.
  - (3) The most current edition of the IES Lighting Handbook, published by the Illumination Engineers Society, shall be used as a standard for the design and testing of parking facility lighting.
- c. All site plans shall include a parking facility illumination plan. That plan shall be certified by a registered architect or engineer as providing illumination in accordance with the applicable minimum standards set forth above. Subsequent construction must comply with that lighting plan. If there exists a question concerning whether the work was done in accordance with specifications, the Village may require as a prerequisite to the issuance of a certificate of occupancy that the architect or engineer who prepared the plans certify that all work was done in accordance with specifications.
- d. All required illumination shall be controlled by automatic devices.
  - (1) For commercial uses with open or enclosed parking facilities, the required illumination shall be provided at least 30 minutes after the closing time of any

establishment served by the parking facility.

(2) Any parking facility that serves a multifamily residential use must maintain the minimum levels of illumination established by this subchapter through the use of natural or artificial light 24 hours per day.

- e. All lighting shall be shaded or screened and positioned in such a manner as to minimize offensiveness to any neighboring property.
- f. All property owners and lessees shall be responsible for the replacement or repair of any light that becomes nonfunctional and reduces the illumination below the required standard.
- g. All additional regulations, standards, and requirements stated in section 151.26 of the Village Code shall be complied with.

10. Landscaping

All parking areas shall be properly landscaped according to the provisions of the current Dade County landscaping ordinance.

11. Right-of-way setback

A minimum setback of 20 feet shall be required between a public street right-of-way line, exclusive of alleys, and the entrance to the nearest parking space.

12. Maintenance

- a. Off-street parking areas shall be maintained in a clean, orderly, and dust-free condition at the expense of the owner or lessee and not used for the sale, repair, dismantling, or servicing of any vehicles, equipment, materials, or supplies.
- b. The surface shall be maintained in a structurally sound condition and free of potholes. A pothole is defined as crack, hole, aperture or opening in the surface which penetrates beneath the asphalt layer to any depth and is of any diameter.

13. Separation from walkways and streets

Off-street parking spaces shall be separated from walkways, sidewalks, streets, or alleys by an approved wall, fence, curbing, or other protective device.

14. Entrances and exits

Location and design of entrances and exits shall be in accordance with the requirements of the Village, based upon reasonable requirements for safety traffic regulations and standards. Landscaping, curbing, or approved barriers shall be provided along lot boundaries to control entrance and exit of vehicles or pedestrians.

15. Interior drives

Interior drives shall be of adequate width to serve a particular design arrangement of parking spaces, as prescribed by the Village.

16. Back-out parking prohibited

All off-street parking spaces, except those relating to single-family residential dwellings, shall be designed so that no vehicle shall be required to back into a public street right-of-way to obtain egress.

17. Minimum aisle widths

- a. Parallel parking maneuvering areas shall be at least
  - (1) 13 feet wide for one-way
  - (2) 23 feet wide for two-way
- b. 90 degree parking maneuvering areas shall be at least
  - (1) 23 feet wide for one-way
  - (2) 23 feet wide for two way
- c. 30 degree parking maneuvering areas shall be at least
  - (1) 11 feet wide for one-way
  - (2) 23 feet wide for two way
- d. 45 degree parking maneuvering areas shall be at least
  - (1) 13 feet wide for one-way
  - (2) 23 feet wide for two way
- e. 60 degree parking maneuvering areas shall be at least
  - (1) 18 feet wide for one-way
  - (2) 23 feet wide for two way
- f. Accessway aisles shall be at least
  - (1) 13 feet wide for one-way
  - (2) 23 feet wide for two way

18. Additional design criteria

Minimum off-street parking and loading requirements shall conform to the Village Code relating to parking and loading requirements. Except for one-way drives and access ramps on single lot sites developed under in the PRD standards in Section 8.10D10, the following criteria shall also be considered:

- a. Pedestrian circulation facilities, roadways, driveways, and off-street parking and loading areas shall be designed to be safe and convenient.
- b. Parking and loading areas, aisles, pedestrian walks, landscaping, and open space shall be designed as integral parts of an overall development plan an shall be properly related to existing and proposed buildings.
- c. Buildings, parking and loading areas, landscaping, and open spaces shall be designed so that pedestrians moving from parking areas to buildings and between buildings are not unreasonably exposed to vehicular traffic.
- d. Landscaped, paved and gradually inclined or flat pedestrian walks shall be provided along the lines of the most intense use, particularly from building entrances to streets, parking areas, and adjacent buildings. Pedestrian walks should be designed to discourage incursions into landscaped areas except at designate crossings.
- e. Except for single-family and two-family residences, each off-street parking space shall open directly onto an aisle or driveway that is not a public street.

- f. Aisles and driveways shall not be used for parking vehicles, (except that the driveway of a single-family or two-family residence shall be counted as a parking space for the dwelling unit) or as a number of parking spaces as determined by the Planning and Zoning Official, based on the size and accessibility of the driveway.
- g. The design shall be based on a definite logical system of drive lanes to serve the parking and loading spaces.
- h. Parking spaces for all uses, except single-family and two-family residences, shall be designed to permit entry and exit without moving any other motor vehicle.
- i. No parking space shall be located as to block access by emergency vehicles
- j. Compact car spaces should be located no more and no less conveniently than full-size car spaces and shall be grouped in identifiable clusters.
- k. Parking lots and other vehicular use areas are to be designed to be functional and aesthetically enhance neighborhood building, group of buildings, or facility they serve.
- l. Off-street loading areas shall be located where they will not disturb adjacent uses and should not be the visual focal point of a driveway, parking area, adjacent properties, or the right-of-way. This may be accomplished by providing any or a combination of the following: Masonry wall extensions of the building line, opaque landscape screening, berming, and through selective placement or orientation of the loading area.
- m. Developments which include out-parcels shall be designed to provide safe and efficient vehicular and pedestrian circulation within the out-parcel, between the out-parcel and the principle development and off-site. All pedestrian connections should be well marked and lighted.
- n. Sites requiring large areas of surface parking should attempt to distribute parking into smaller areas broken up by intervening areas of landscaping, open space and buildings where ever possible rather than aggregating parking into continuous street facing strips.
- o. Parking areas must provide adequate drainage.
- p. With the exception of temporary parking lots, the landscaped areas of an at-grade parking lot should be defined with a six-inch curb.
- q. Parking garages and structures shall contain commercial use on the ground floor and architectural detailing so not to appear as a garage on elevations facing the street.
- r. Multiple levels of parking structures should be parallel to grade on waterfront elevations.
- s. Stairways and elevators should be glass enclosed or open clearly visible to the street or other populated areas to prevent vandalism.
- t. Ramps, stairwells and any other portion of the garage should be buffered with the use of decorative grilles and screens.

F. Joint use of required off-street parking spaces

1. Location of spaces

All parking spaces required herein shall be located on the same parcel with the building or use served, except that where an increase in the number of spaces are provided collectively

or used jointly by two or more buildings or establishments, the required spaces may be located and maintained not to exceed 300 feet from the use being served.

2. Joint use for theaters, auditoriums, nightclubs, and churches

Up to 50 percent of the parking spaces required for theaters, auditoriums and nightclubs, and up to 100 percent of the parking spaces required for churches may be provided and used jointly by banks, offices, retail stores, repair shops, service establishments and similar uses not normally open, used or operated during the same hours as theaters, auditoriums, nightclubs or churches; however, a written agreement thereto shall be properly executed and filed as specified below.

3. In any case where the required parking spaces are not located on the same lot with the building or use served, or where such spaces are collectively or jointly provided and used, a written agreement thereby assuring their retention for such purposes, approved as to form by the Village Attorney, shall be filed and recorded in the public records of Dade County, Florida.

**§ 9.4 – Off-street loading and unloading requirements**

A. General requirements

1. Off-street loading facilities required

At the time of the erection of any multifamily residential or nonresidential use or at the time any such use is altered, enlarged, or increased in capacity by adding dwelling units or floor area, there shall be space provided and maintained for the loading and unloading of materials, goods, or supplies, and for delivery and shipping so that vehicles for these services may use this space without encroaching on or interfering with the public use of streets, parking facilities, and alleys by pedestrians and other vehicles.

2. Continued provision of required loading facilities

No owner or operator of any such structure or use shall discontinue, dispense with, or cause a discontinuance or reduction in required loading facilities required herein and existing at the time of construction, use, or occupancy without establishing alternate loading facilities which meet the requirements of this subchapter.

3. Modernization, alteration, conversion, or enlargement of structure or use

When any such structure or use is modernized, altered, converted, or enlarged with a resultant increase in floor area, additional off-street loading spaces that may be required shall be provided, and a revised site plan shall be submitted for review and approval.

4. Restrictions

No areas supplied to meet required off-street parking facilities shall be utilized for or deemed to meet the requirements for off-street loading facilities.

B. Number of loading spaces required

1. Retail, personal service, restaurant or wholesale operation

<u>Gross Floor Area (sq ft)</u>	<u>Spaces Required</u>
<u>Under 10,000</u>	<u>0</u>
<u>10,000-20,000</u>	<u>1</u>
<u>20,000-40,000</u>	<u>2</u>

<u>40,000-60,000</u>	<u>3</u>
<u>Over 60,000</u>	<u>4</u>

2. Multifamily residential, hotel/motel, office, hospital, spa, place of public assembly or similar use

<u>Gross Floor Area (sq ft)</u>	<u>Spaces Required</u>
<u>Under 25,000</u>	<u>0</u>
<u>25,000-50,000</u>	<u>1</u>
<u>50,000-100,000</u>	<u>2</u>
<u>Over 100,000</u>	<u>3</u>

C. Design standards

1. Space Dimensions

An off-street loading space shall include an area of at least 12-feet wide by 30-feet long with 14½ feet vertical clearance. Each off-street loading space shall be easily accessible and arranged for convenient and safe ingress and egress by motor truck or trailer combination.

2. Paving and drainage

Proposed grading and drainage for off-street loading facilities shall be approved by the Village. All loading areas shall be surfaced with a minimum of a rolled six-inch rock base and a one-inch durable weatherproof asphaltic pavement. Loading areas shall be maintained in a manner so as to not create a hazard or nuisance.

D. Joint usage

Combined or joint off-street loading spaces for two or more uses may be collectively provided if off-street loading facilities are equal in size and capacity to the combined requirements of the several uses and are so located and arranged as to be usable by all.

**DIVISION 3, LIMITATIONS OF THE USE OF ON-STREET AND OFF-STREET PARKING AREAS**

**§ 9.5 – In residential zoning districts**

- A. Storage, sales or repair of merchandise or vehicles; display of signs or advertising devices; and storage or parking of commercial vehicles prohibited

The storage, sale or repair of merchandise or vehicles or the display of signs or advertising devices on vehicles, structures or land, and the storage and parking of commercial vehicles as defined in subparagraph (2)(a), shall not be permitted in any off-street residential parking areas. This provision shall not prohibit persons from parking vehicles in such areas that contain information that is required by any applicable laws, ordinances or regulations, if such information is provided only to the extent and in the manner required by such laws, ordinances or regulations, nor shall it prohibit the storage or parking of such commercial vehicles in such areas when such vehicles are owned or controlled by a resident of the appurtenant building and where such vehicles nor any part of them are not visible from the public right-of-way.

- B. Limits on duration and time of parking of commercial vehicles



Except as herein provided, in any residential district, it shall be unlawful to park any commercial vehicle for a period of time in excess of two hours between 7:00 a.m. and 6:00 p.m. or at any time between 6:00 p.m. and 7:00 a.m.

The term "commercial vehicle," as herein used, shall mean a motor vehicle of one-ton capacity or more or a motor vehicle or trailer of any size or capacity which is used in commerce. A motor vehicle shall be conclusively presumed to be used in commerce if the vehicle bears a sign, insignia, trademark, tradename or business designation of any nature, wherever the same may be located on the vehicle; or the vehicle is used for the transportation of persons or property for compensation. A motor vehicle will be presumed to be used in commerce if, upon visual inspection, it contains equipment and other personal property regularly, normally and ordinarily used in commerce business or trade, such as, for example, construction tools and equipment, commercial lawn mowers, tractors, ladders, paint, auto mechanics' tools, such as hydraulic jacks, tire changing equipment and towing equipment. Such presumption shall be subject to rebuttal by competent evidence.

C. Exceptions to Section 9.5B

The fact that a motor vehicle used in commerce as above-described is designed for private use or is only used commercially on a part-time basis shall not abrogate or reduce the presumption of use in commerce. Provided, however, that the placement of a temporary (magnetic or otherwise) cover over the sign, insignia, trademark, trade name or business designation shall cause the vehicle to be in compliance.

The foregoing prohibition shall not apply to vehicles used by licensed contractors or service establishments actually doing work on the premises reasonably proximate to the location where parked, nor to vehicles of less than one ton capacity containing federal, state or local government insignia.

**§ 9.6 – In all zoning districts**

A. Limitations on parking truck tractors, semitrailers, tandem trailer trucks and special mobile equipment

No truck tractor, semitrailer, tandem trailer truck or special mobile equipment as hereafter defined shall be parked or permitted on any parcel of land in any district zoned Parks or General Commercial ("GC") except for purposes of loading or unloading and except as provided elsewhere in this ULDC.

B. Definitions

The following terms shall have the following respective meanings:

1. Truck tractor. Any motor vehicle designed and used primarily for drawing other vehicles and not so constructed to carry a load other than a part of the weight of the vehicle and load so drawn.
2. Semitrailer. Any vehicle with or without motive power other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its rests upon or is carried by another vehicle.
3. Tandem trailer truck. Any combination of a truck tractor, semitrailer and trailer coupled together so as to operate as a complete unit.
4. Special mobile equipment. Any vehicle not designed or used primarily for the transportation of persons or property and only incidentally operated or moved over a highway, including,

but not limited to, ditch digging apparatus, well boring apparatus and road construction and maintenance machinery, such as asphalt spreaders, bituminous mixers, bucket loaders, tractors other than truck tractors, ditchers, leveling graders, finishing machines, motor graders, road rollers, scarifiers, earth moving carryalls and scrapers, power shovels and draglines, and self-propelled cranes and earth moving equipment. The term does not include house trailers, dump trucks, truck-mounted transit mixers, cranes or shovels or other vehicles designed for the transportation of persons or property to which machinery has been attached.

C. Violations

Any person who parks, or permits parking of a truck tractor, semitrailer, tandem trailer truck or special mobile equipment in violation of section 9.3 shall be guilty of a civil infraction and subject to the procedures and penalties prescribed in chapter 153.

**DIVISION 4, LANDSCAPING (Refer to Ch. 18A, Miami-Dade Landscaping Code)**

**§ 9.7 – Landscaping guidelines**

- A. Landscaping should compliment the old Florida/Maritime theme, using native plant materials and street furnishings that carry the theme, and provide continuity throughout the district. In addition, public safety will be a priority using the principles of CPTED (crime prevention through environmental design) to create high visibility areas and natural access control.
- B. With regards to landscape design for both new construction and existing buildings, the following should apply:
  1. Landscaping should compliment and enhance the overall architectural and design theme of the property, but not overpower it.
  2. Rhythm should be maintained along public streets through the uniform placement of trees.
  3. Blank walls greater than 25 feet in length and other unattractive areas of a site or building should be heavily screened with landscaping. Rooflines or storefronts of 25 feet or greater shall be broken by vertical landscaping materials. Shade and accent trees planted at 20-foot intervals shall be required to achieve this screening.
  4. Large parking areas and driveways shall be heavily landscaped along the perimeter and with interior and terminal islands.
  5. Landscape design should utilize the CPTED principles of natural surveillance, natural access control and territorial reinforcement.
  6. The use of native trees, shrubs and ground covers is encouraged to be incorporated into the landscaping around proposed developments. Local flora will be maintained as part of the built environment and the demand on our local water resources will be minimized.
  7. The placement and design of landscaping shall maximize visibility to provide natural surveillance.
  8. Landscape design shall incorporate with design of other physical features, such as sidewalk, pavements, lighting and fences; to emphasize public entrances, define and reinforce ownership of property.
  9. Tree and palm heights and spread shall allow sufficient visibility, not completely block views of/from doors, windows, and streets.
  10. Shrubs and ground cover shall be planted along public rights-of-way or around parking, and

public open areas.

11. Landscape design will utilize principles of xeriscape landscaping, while retaining the tropical beach resort atmosphere.
  12. Landscape plans must be drawn, signed and sealed by a Florida registered architect or landscape architect.
  13. In addition to the design standards, all landscaping shall meet the standards of the Miami-Dade Landscape Code (Ch. 18A).
  14. Landscaping in 15-foot line of site triangle at intersections of rights-of-way and at driveways shall conform to height clearances of bushes and trees, and maximum tree calipers in accordance with the Village Code.
- C. Ornamental trees or palms should be placed in front of buildings in such a manner as to provide visual transparency. Shade trees and palms shall be used adjacent to open spaces, parking lots, and residential streets. Planting areas shall be designed with multi-layers of plant material including shrubs and ground covers.

#### **§ 9.8 – Landscaping and open space in commercial districts**

Trees improve air quality, reduce storm water runoff, provide cooling effects for the urban heat island, increase property values, and create urban wildlife habitat. They can greatly increase the quality of life in a community. For the purposes of developing a consistent landscape theme within the Village, designated street trees and recommended landscape technique are provided in this section.

- A. Trees shall be provided along streets.
- B. Provide a minimum of five-foot by five-foot by three and one-half-foot deep tree wells in existing or new sidewalks, provided there is a minimum 36-inch clear area in front of the tree to permit passing in compliance with ADA requirements. Trees may also be located in islands created in the parking zone.
- C. Consider the use of continuous street tree trenches to provide maximum soil area for roots to spread, and water and air to penetrate.
- D. Allow sufficient room for tree canopies to grow and develop without conflict to other building elements and overhead utilities.
- E. Install irrigation systems to provide adequate water to establish and maintain trees.
- F. In high pedestrian areas, install tree guards to protect the trunks from damage.
- G. Select trees that are adapted to the harsh conditions of a dense urban environment.
- H. Trees shall not be placed near overhead utility lines and shall conform to FPL requirements in terms of clearance and recommended tree species

#### **§ 9.9 – Plant categories**

Proposed landscape plans for development or redevelopment shall incorporate the following information into the plant list and summary:

<u>Salt Tolerance</u>	
<u>High</u>	<u>Plants are highly resistant to salt drift and can be used in exposed environments.</u>
<u>Moderate</u>	<u>Plants tolerate some salt spray, but grow best when protected by buildings, fences, or plantings of salt tolerant species.</u>
<u>Low</u>	<u>Plants have poor salt tolerance and always should be used well back of exposed areas and be protected by buildings, fences, or more salt tolerant species.</u>
<u>None</u>	<u>Plants have extremely low to no salt tolerance and should not be used near exposed areas even if protected.</u>
<u>Light Requirements:</u>	
<u>FS</u>	<u>Full Sun; these conditions are generally required for maximum growth and flowering and are met in southern locations in the landscape.</u>
<u>FS-PS</u>	<u>Full Sun - Partial Shade; plants within this category are adaptable to a range of light conditions. Full sun should be provided, but filtered sun through overhead canopy trees is adequate. Eastern, western and southern locations provide these conditions.</u>
<u>FS-DS</u>	<u>Full Sun - Dense Shade; plants that are quite adaptable to varied light conditions and will grow well in any location in the landscape.</u>
<u>PS-DS</u>	<u>Partial Shade - Dense Shade; plants that require shaded conditions for best growth. These conditions are provided under overhead canopy trees and in northern locations of the landscape.</u>
<u>Foliage</u>	
<u>E</u>	<u>Evergreen</u>
<u>D</u>	<u>Deciduous</u>
<u>SEV</u>	<u>Semi-Evergreen</u>

**§ 9.10 – Tree removal and relocation**

- A. Before the Village issues a tree removal permit that allows the replacement of any tree, the applicant must demonstrate that relocation is not a viable alternative. Relocation shall occur either within the site or off-site with the concurrence of the Village where the site is public property. If any tree is to be relocated either on-site or off-site, a relocation plan shall be submitted in accordance with chapter 100 of the Village Code.
- B. Methods for relocation. The following guidelines shall be utilized to ensure successful transplanting of trees:
1. Any tree being relocated shall not be unnecessarily damaged during removal, transport or replanting of that tree.
  2. If the trees have a dormant period, they should be transplanted during that time. Trees should not be transplanted during periods of strong, dry winter winds or during droughts.
  3. Provide adequate space for root and crown development.
  4. Trees shall be root and canopy pruned according to sound arboricultural standards prior to transplanting.
  5. During and following transplanting, the root ball and trunk shall be protected. The root ball

must be kept moist at all times.

## **DIVISION 5, DESIGN STANDARDS FOR COASTAL SITES**

### **§ 9.11 – Dade County Shoreline Development Review**

- A. All development directly abutting North Bay Village's shoreline, except single-family and duplex development, is subject to the requirements of the Miami-Dade County Shoreline Development Review (Ordinance 85-14) which includes standards for setbacks and visual corridors.
- B. An applicant requesting development within the shoreline development review boundary shall obtain approval from the Miami-Dade County Shoreline Development Review Committee, prior to the second public hearing before the Village Commission of North Bay Village.
- C. Applications for shoreline development review are obtained from and submitted to the Miami-Dade County Development Impact Committee Department by the applicant. Prior to applying for shoreline development review, approval for construction or structural alteration of any dock, pier, piling, seawall, or any similar structure in or over the waters in the corporate limits of the Village, Village Commission approval shall be required. Prior to applying for shoreline development review for construction of any marina, approval from both the planning and zoning board and Village Commission shall be required.

### **§ 9.12 – Coastal Construction within Biscayne Bay (North Bay Village Approval)**

#### A. Definitions

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning. These definitions shall be in addition to the definitions contained in Section 327.02, Florida Statutes.

*Dock.* Any fixed or floating structure for securing boats, loading or unloading persons or property, or providing access to the water, and includes the term "pier," "wharf," "float" or any other landing facility.

*Docking site.* Any "slip," "berth," or space to accommodate a single boat, vessel, or houseboat.

*Dolphin or mooring.* Any appliance used to secure a boat or other vessel, other than to a pier, which is not carried aboard the boat or vessel as regular equipment when underway.

*Houseboat or floating home.* Any vessel in fact used or designed primarily to be occupied as living quarters and for any business or occupation whatsoever, or for any private or social club of whatsoever nature, including the use thereof for the entertainment or recreation of guests or tenants while same is moored or docked within the corporate limits of the Village, whether the vessel is self-propelled or not.

*Marina.* Any area within the Village where one or more sites or locations are rented or offered for rent for the location or dockage of boats, vessels, or houseboats on land or in water, or to be used for living quarters either permanently or on a temporary basis.

*Riparian right-of-way.* The water immediately adjacent to any real property located within the Village limits.

*Utility hook-up.* Any connection between the waterfront property or docks and piers appurtenant thereto located within the riparian right-of-way and any boat, vessel, or houseboat provided to conduct water, electricity, cable, telephone service, gas, or other utility or sewerage to or from the boat, vessel, or houseboat.

Village Manager. For purposes of this chapter, "Village Manager" means the Village Manager or authorized designee.

Waters of the Village. All waters within the corporate limits of North Bay Village, whether immediately tangent to one of the islands or a part of Biscayne Bay.

B. Construction and Structural Alteration

1. No person, firm, or corporation shall construct any docks, piers, dolphins, wharfs, pilings, boat lifts, or similar structures of any kind more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village without first-obtaining a waiver from the Village Commission after a public hearing. However, the furthestmost distance seaward from the seawall or shoreline shall not exceed 75 feet including all dolphins or pilings installed beyond the seaward most line of the dock or pier but not including required rip-rap.
2. No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the Village unless the structure is set back at least 7½ feet from the lot line on each side.
3. No person, firm, or corporation shall build, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure within the corporate limits of the Village, or do any filling, excavating, or dredging in the waters without first obtaining a building permit to do so from the Village Building Department.
4. Application for any permit or the transfer of any permit required by this section shall be made to the Village Building Department in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.
5. Permits for seawalls and dock structures can be approved administratively and do not require a hearing or approval of the Village Commission if:
  - a. All proposed dock structures, including but not limited to boat lifts and mooring piles, are not placed more than 25 feet measured perpendicular from the seawall.
  - b. All proposed dock structures, including but not limited to boat lifts and mooring piles, are entirely within the D-5 triangle as described in Section D5 of the Miami-Dade Public Works Manual.
6. Applications for docks, boat lift, mooring piles or other similar structures that do not meet the administrative approval criteria of Section 6 above shall be heard by the Village Commission at a public hearing. If an applicant seeks a dock or pier length greater than 25 feet measured perpendicular from the seawall (including boat lifts, mooring piles or other structures), the Village Commission shall consider the following criteria to determine if a distance waiver shall be granted:
  - a. If the Applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners, and
  - b. If the Village has received any letter(s) of objection from adjoining riparian property owners; and
  - c. Any other factors relevant to the specific site.
7. The Village Commission may deny, approve, or modify the request and/or impose conditions in the permit, or granting of a distance waiver, which it deems necessary to protect the waterways of the Village in accordance with the public safety and the general

welfare. The requirement of approval by the Village Commission shall not include applications for repair of existing structures.

8. A public hearing held pursuant to this Section shall be quasi-judicial.
9. Repair or reconstruction of existing structures shall not require approval of the Village Commission but maybe be approved administratively. However, the provisions of subsections 4 and 5 above shall be complied with.

C. Seawall Maintenance and Enforcement

1. It shall be unlawful for any person or entity owning real property abutting the waterways to allow the seawall to be or remain in a state of disrepair.
2. Upon learning that any seawall is in a defective or dangerous condition or is in a state of disrepair, the Village Manager shall so notify the property owner or other person(s) having charge of the seawall to immediately repair the seawalls in whatever manner necessary to ensure it meets all applicable regulations governing the same. If such person(s) or entity fail(s) or neglect(s) to make such repairs, the Village Manager shall take whatever action is necessary for the protection of the public, including the hiring of contractors to repair the seawall; charging the cost of such repairs to the property owner or other person(s) having charge of the property; and it shall be a violation of this chapter for any person to interfere with such actions.
3. If any seawall, or any portion thereof, or any material from such seawall, shall fall into the waters of North Bay Village, it shall be the duty of the owner or other person(s) or entity having charge of the property, to forthwith remove the same from the waters of the Village. If they shall fail to do so, the Village Manager may do so or hire the appropriate individual or entity to do so; and the cost thereof shall be recovered from the property owner or other person(s) or entity having charge of the seawall as provided in this chapter.
4. All costs for services, charges, work or fines incurred by North Bay Village in connection with its action to ensure the protection of the public through repair of any seawall or as a result of violations of this chapter shall constitute and are hereby imposed as liens against the real property aforesaid and, until fully paid and discharged, shall be imposed as special assessment liens against the subject real property. Such liens shall remain equal in rank and dignity with the lien of ad valorem taxes and shall be superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. The maximum rate of interest allowable by law shall accrue to such costs for services, charges, work or fines incurred by North Bay Village. Unpaid costs for services, charges, work or fines incurred by North Bay Village, together with all penalties imposed thereon, shall remain and shall constitute liens against the real property involved. Such liens for costs for services, charges, work or fines incurred by North Bay Village shall be enforced by any of the methods provided in North Bay Village Code of Ordinances; or in the alternative foreclosure proceedings may be instituted and prosecuted under the provisions applicable to practice, pleading and procedure for the foreclosure of mortgages on real estate set forth in state law, or may be foreclosed per Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law. The property owner and/or operator shall pay all costs of collection of fees, including attorney fees and court costs, service charges, penalties and liens imposed by virtue of this chapter.

D. Operation of docks in single family zoning districts

1. No person, firm, or corporation shall be permitted to lease or use any boat, vessel, or houseboat for living quarters, or to otherwise occupy same, on a permanent basis in any

area of the Village zoned RS-1, and RS-2. Owners of private docks in those zoned areas will be permitted "utility hook-ups" to one boat from any dock which may be erected upon the riparian right-of-way abutting their property.

2. The renting of such docks or dock bases, moorings, dolphins or seawalls, and the rental of boats or any portion thereof, for any purpose whatsoever, shall be specifically prohibited in areas of the Village zoned RS-1 and RS-2 and, further, residing on boats within the Village limits is prohibited, except where the docks constitute a part of a marina, a yacht club, hotel, or motel.
3. No docks, dockheads, moorings, dolphins, seawalls or other docking facility shall be used for the docking or storage of any vessel, barge or similar boat used for transport or storage of goods, materials, or debris of any kind unless such vessel, barge or boat has a Boat Mooring Permit pursuant to Section 150.16(A) and such goods and materials: 1) are being utilized for construction on the adjacent upland property, or 2) are being loaded or unloaded to the adjacent upland property.

E. Application procedure for Marinas

All marina plans shall be approved by the U.S. Corps of Engineers, state internal improvement board, Village Engineer, building official, Village Manager, the planning and zoning board, and Dade County DERM, prior to being submitted to the Village Commission for its approval. Marina is defined as any area within the Village where one or more sites or locations are rented or offered for rent for the location or dockage of boats, or vessels, or houseboats on land or on water. There are two classifications for marinas:

1. Ancillary. A secondary operation to the primary function of a hotel, apartment, condominium, or club which permits the use of the facilities exclusively to the tenants residents, or guests of the hotel or club
2. Business. Any marina not included in the foregoing definition of "ancillary."

F. Design guidelines for Marinas

1. Each space intended for a vessel must be provided with an anti-backflow valve, a sewer connection and proper equipment to reach the Village sewer line, and a permanent supply of electricity.
2. Each boat berth or docking site must provide one automobile parking space.
3. Before any license shall be issued or renewed for any line or pipe carrying inflammable fuel or other fluid, the Village Engineer must examine and approve the facilities.

**DIVISION 6, OTHER DESIGN GUIDELINES**

**§ 9.13 – Building and site design relationships shall conform to the following standards.**

- A. Buildings or structures located along strips of land or on single sites and not part of a unified multi-building complex shall strive to achieve visual harmony with the surroundings.
- B. Retail or office establishments, which are located on corners, are recommended to place windows on each wall that faces a street, parking area or driveways.
- C. In the case of buildings with multiple storefronts and shopping centers with out-parcel development, facade treatment shall be coordinated. Such facade treatments include: building colors, windows, storefronts, signage and awnings.
- D. All vending machines, any facility dispensing merchandise, or a service on private property shall be



confined to a space built into the building or buildings, or enclosed in a separate structure compatible with the main building.

- E. When garage structures are provided, such shall be designed to incorporate a decorative grid treatment into the structure's facade at ground level.
- F. Storefronts shall have easily identifiable entrances.
- G. Window displays shall be done in such a manner as to capture the pedestrian's attention, establishing a positive and professional image for the business, and informing the potential customers of the merchandise.
- H. "Take out" or "pick up" windows for retail or other establishments shall not be located on a building facade that faces a public right-of-way, unless they are designed in such a manner as to be an aesthetic asset to the building and neighborhood.
- I. Roof-mounted mechanical equipment and elevator shafts shall be screened by a parapet wall or grills and shall be painted in muted colors or match the building and shall not be visible from the street.
- J. All service bays, mechanical (HVAC) equipment and delivery areas shall be located away from and not visible from the streets, waterways, sidewalks and adjacent properties.
- K. Service bays, ground-mounted air conditioning units and other mechanical equipment shall be buffered and completely screened from public and on-site pedestrian view.
- L. Exterior service bays and delivery areas shall not be used for the storage of vehicles or materials.
- M. The sale, dismantling or servicing of any vehicles, equipment, materials, or supplies shall not take place within the service area or delivery area.
- N. Driveways and loading spaces associated with exterior service bays shall be so that vehicles using the space do not hinder the use of traffic lanes, streets, or adjacent properties.
- O. Pre-fabricated homes are prohibited in new construction.
- P. Fences shall be made of wrought iron or aluminum bars with intermittent posts. Masonry walls are also permitted, with 40 percent of the wall opaque. Chain link fences and privacy wood fences are prohibited along the Corridors. Sharp projections, barbed wire or other hazardous materials are not permitted as any part of a fence or wall. Wrought iron and aluminum bar fences shall be either black, white or match the color of the building. Masonry walls shall match the building color or reflect Florida coastal themes. Color shall be muted tones.
- Q. Temporary construction shall be enclosed by black vinyl coated chain-link fences. Construction walls/fences are encouraged to contain art work and graphics. Commercial advertisements are prohibited.
- R. Reflective/mirrored glass shall be discouraged.
- S. Buildings shall not have unfinished surfaces visible to the public.

#### **§ 9.14 – New construction.**

Buildings should have a recognizable entrance facing the public street.

- A. Design and location of balconies should reinforce the building form.
- B. All projects should consider the overall form, and detail of the building. Box buildings are discouraged.

#### **§ 9.15 – Site design relationships.**

The coordination of facade components establish an identity for an office building, industrial building or shopping plaza. Therefore, for all unified developments and shopping centers including principal buildings and out parcel development, all buildings and signage shall demonstrate compatibility in materials and consistency in style throughout all exterior elevations. The following standards shall apply to all new and substantial development. Buildings and signage shall demonstrate the following:

- A. Compatibility with adjacent land uses in terms of scale and lot coverage.
- B. Utilize color schemes that blend with those of neighboring developments, as well as consistency in color schemes for the site. Accent colors and materials shall be chosen to enhance architectural detail.
- C. In the case of buildings with multiple storefronts and shopping centers with out-parcel development, facade treatment shall be coordinated and have like details. Such facade treatments include: building colors, building, floors, storefront, signage, awnings, roof materials, and roof pitch.
- D. Building signs shall be designed as integral architectural elements with proportions related to the surfaces to which they are attached.

#### **§ 9.16 – Balcony enclosures.**

This section refers to the prohibition of the enclosure of a balcony on a residential building as follows:

- A. The enclosure substantially alters the architectural pattern of the building.
- B. The enclosure does not match wall and window designs.
- C. The enclosure may result in serious structural and/or water damage.
- D. The enclosure does not front on a public street.
- E. Reserved.
- F. The enclosure may not alter the Floor Area Ratio (FAR).
- G. Applications for enclosures shall meet all Building and Village Code standards.

#### **§ 9.17 – Shutters.**

- A. Roll up or accordion shutters are permitted on ground floor fronting a public street when constructed of a see through, non-solid grate material. The casing for the grilles should be painted to match the building.
- B. Roll up or accordion shutters are permitted on upper floors if all match in building.
- C. Shutters shall not be used to enclose balconies.

#### **§ 9.18 – Bayview.**

- A. Buildings should provide view/light/breeze corridors to the bay.
- B. Building pedestal should not form continuous sheer wall along the bay. Decorative surfaces, multi-level decks, berming and sufficient setbacks shall reduce the impact of the pedestal.
- C. Buildings should be designed with distinctive form. Stepped form and distinctive roof lines create a more interesting skyline and increase building recognition.

- D. Pool decks should include landscaping to provide shade and tropical image.
- E. All projects shall provide bay walkways along the rear of the property, which can be connected to other properties.

**§ 9.19 – Color palette.**

- A. The Village supports a building color criteria for all buildings and accessory structures. The design of these guidelines is to enhance the appearance of development within the Village, which will improve and/or maintain property values for all Village residents and property owners.
- B. Colors for buildings should be expressed as follows:
  - 1. Base building colors - Primary building walls. This color category relates to the main area of walls on the building. Recommended colors include whites through soft pastel colors such as grays, pinks, yellows, greens and blues. Other colors may include deeper but muted indigenous earthen or indigenous colors such as beiges, clays, light gold, and terracotta.
  - 2. Secondary building colors - Larger "trim" areas such as a lower building base, building design details, or accent trim around windows and doors. These colors are used for larger trim areas of the building and are limited to mid-range intensity of the base building or complementary color. Secondary colors shall be limited to 25 percent of the major surface plane they are used upon.
  - 3. Trim colors - Small area of color such as decorative trim along rooflines, and areas around windows, doors, frames, and signage. Trim colors are used for accent purposes and are the most intensive group of colors allowed. They shall be limited to not more than five percent of the building surface. These trim colors are usually darker and more intense than other colors. Dark blues, greens and even reds are appropriate. Light colors for trim, including whites and beiges are encouraged.

**§ 9.20 – Commercial specific color palette.**

Color should be chosen to add to the retail environment of these buildings. More latitude will be given to retail color use than is given to other buildings within the Village (residential neighborhoods). The use of color to attract attention to a business (using the building or wall colors as a sign) from a distance is prohibited.

This color category relates to the main area of walls on the building. Recommended colors include whites through soft pastel colors such as grays, pinks, yellows, greens, and blues. Other colors may include deeper but muted indigenous earthen or indigenous colors such as beiges, clays, light gold, and terra cotta.

- A. Secondary building colors. These colors are used for larger trim areas of the building and are limited to mid-range intensity of the base building or complementary color. Secondary colors shall be limited to 50 percent of the major surface plane they are used upon. Colors that are associated with a business identity also fall into this category provided they are not overly intensive. Base and secondary colors are interchangeable in proportion and hue.
- B. Trim colors. Trim colors are used for accent purposes and are the most intensive group of colors allowed. In addition to business identifying colors, it is encouraged that trim colors be chosen from the "natural palette" of South Florida. These colors include greens, blues, yellows and others that are found in the regions lush landscape, and natural features. These colors shall be limited to five percent of any single wall area.

### **§ 9.21 – Exterior Lighting.**

- A. Parking lot fixtures are to be selected not only for their functional value, but also for their aesthetic qualities. They are to be considered furniture of the parking lot visible both day and night. Light fixtures used in the district shall be decorative for new development or redevelopment within public view and are encouraged throughout the development. The decorative fixtures shall be of a style that compliments the development. Cobra heads are prohibited within a development. Shoe box units may be used but are discouraged at entrances and exits.
- B. Parking area lighting should compliment the lighting of adjacent streets and properties, and should use consistent fixtures, source colors and illumination levels.
- C. Light fixtures in parking lots must be a maximum height of 20 feet.
- D. Poles should be placed to provide a unified, organized appearance throughout the parking area or development and should provide even and uniform light distribution. The use of a greater number of low fixtures in a well-organized pattern is preferred over the use of a minimum number of tall fixtures.
- E. Outdoor storage areas including auto and truck parking and storage should be illuminated from poles similar to those used for parking lot lighting, but at lower illumination levels.
- F. Parking lot and security lighting shall be designed to direct light into the property.
- G. Security lighting should be limited to low-intensity specialty fixtures. The light source should not be visible from the street or adjoining properties. Other wall mounted security lighting is discouraged.
- H. Building lighting should be used to highlight specific architectural features. Lighting of architectural features should be designed with the intent of providing accent and interest or to help identify entry and not to exhibit or advertise buildings or their lots.
- I. Neon is discouraged to border windows or create a false sense of architecture.
- J. The use of neon as an architectural accent is discouraged.
- K. When pedestrian lighting is used in conjunction with street lighting, the pedestrian lighting should be clearly distinguishable from the ambient street lighting to clearly define the pedestrian path of travel.
- L. When adjacent to pedestrian circulation and gathering areas, parking area lighting should not overpower the quality of pedestrian area lighting.
- M. Lighting should be designed to provide even and uniform light distribution without hot spots dark spots or glare. Lighting should be designed to minimize dark areas that could pose a security concern near pedestrian areas. Pedestrian circulation systems should be highlighted by visible light sources that clearly indicate the path of travel ahead.
- N. Placement of fixtures should provide a coordinated and organized appearance that facilitates uniform light levels and works with the placement of sidewalks, landscaping, signage, building entries and other features to contribute to the overall continuity of the streetscape and development.
- O. Accent lighting of landscape areas should be low level and background in appearance.
- P. The color of the light sources shall be consistent throughout the project. High pressure sodium lamps are not permitted.
- Q. Decorative accent lighting of landscape features, at entrances and exits is recommended.

### **§ 9.22 – Access, public rights of way, and utilities.**

Off-site improvements associated with new development or redevelopment shall be subject to the following:

- A. Public use of existing and future rights-of-way should be enhanced through thoughtful vehicular and pedestrian improvements, and good maintenance. Existing public rights-of-way should be used directly to benefit the public.
- B. Off-site improvements shall be consistent with the Village's established specifications for such improvements or be subject to Village Commission approval.
- C. Drainage and disposition of natural and storm water shall be designed to be compatible with existing systems.
- D. New, replacement, or upgraded on-site utilities and other services shall be provided underground. If at all possible, new, replacement or upgraded utilities and other services provided within public right-of-ways must also be placed underground. Where an approved master plan of improvements calls for underground utilities and other services in the right-of-way, the improvements should be consistent with and implement the master plan.
- E. Off-site improvements associated with new development or redevelopment shall be subject to the following:
  - 1. Public use of existing and future rights-of-way should be enhanced through thoughtful vehicular and pedestrian improvements, and good maintenance. Existing public rights-of-way should be used directly to benefit the public.
  - 2. Off-site improvements shall be consistent with the Village's established specifications for such improvements or be subject to Village Commission approval.
  - 3. Drainage and disposition of natural and storm water shall be designed to be compatible with existing systems.
  - 4. New, replacement, or upgraded on-site utilities and other services shall be provided underground. If at all possible, new, replacement or upgraded utilities and other services provided within public right-of-ways must also be placed underground. Where an approved master plan of improvements calls for underground utilities and other services in the right-of-way, the improvements should be consistent with and implement the master plan.

**§ 9.23 – Crime prevention through environmental design (CPTED).**

The U.S. Government "Crime Prevention Through Environmental Design Program" (CPTED) incorporates architectural solutions to reduce the opportunity of crime. Elimination of recessed entryways, provision of adequate lighting and proper design of spaces will reduce the possibility of criminal activity.

- A. Building mounted lighting shall be installed on alley frontage and side yards. This is particularly recommended at service/delivery entrances.
- B. Windows in the alleys or sides provide the appearance of natural surveillance and may discourage break-ins. Such windows shall not be blocked up.
- C. See through fences and gates of metal pickets shall be located to discourage uncontrolled access to service/delivery areas.
- D. Hiding places and blind corners shall be eliminated from site/building, where possible.
- E. The concept of natural surveillance, visibility by the public (shoppers, pedestrians, motorists, and/or personnel) shall be incorporated into the design where possible.

- F. Landscaping shall be designed to discourage crime. Tree heights/spread shall allow sufficient visibility, not completely block views of/from doors and windows. Shrubs shall not be planted where they may become hiding places.

## **DIVISION 7, STORMWATER MANAGEMENT**

### **§ 9.24 – Standards**

The design and performance of all stormwater management systems in North Bay Village at a minimum shall comply with Florida Department of Environmental Protection (FDEP) stormwater rules which requires removal of 80 to 95 percent of stormwater pollutants prior to their discharge into receiving waters. Furthermore, this rule requires treatment by retention or by detention with filtration of the first inch of runoff for sites containing less than 100 acres.

### **§ 9.25 – Permit Authority and Delegation**

FDEP has delegated the authority to permit stormwater management in South Florida to the South Florida Water Management District which, in turn, has delegated its authority in Dade County to DERM with its more stringent criteria.

### **§ 9.26 – Design Requirements**

All new development and redevelopment within the Village, and any future repair, maintenance, or rebuilding of the existing system shall at minimum, conform to Dade County DERM regulations. In North Bay Village, DERM requirements to be met are:

- A. Rainfall frequency – Five-year
- B. Flood limit - To crown of street or to within 15 feet of a dwelling or other occupied building, whichever is lower.

## CHAPTER 10, FLOOD DAMAGE PROTECTION

### § 10.1 – Statutory Authorization, Findings of Fact, Purpose, and Objectives

#### A. Statutory authorization

The legislature of the State of Florida has in Chapters 125 and 163, Florida Statutes delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Village Commission of North Bay Village, Florida has passed the above-named ordinance.

#### B. Findings of fact

1. The flood areas of North Bay Village are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
2. These flood losses are caused by the cumulative effects of obstructions in flood hazard areas causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damage.

#### C. Statement of purpose

Statement of purpose. It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural water flows and natural protective barriers which are involved in the accommodation of flood waters;
4. Control filling, grading, dredging and other development which may increase erosion or flood damage; and
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

#### D. Objectives

The objectives of this ordinance are:

1. To protect human life and health;
2. To minimize expenditure of public money for flood control;
3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, and streets and bridges located in floodprone areas;

6. To help maintain a stable tax base by providing for sound use and development of floodprone areas and;
7. To ensure that potential homebuyers are notified that property is in a floodprone area.

## **§ 10.2 – Definitions**

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

*Addition (to an existing building)* means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by independent perimeter load-bearing walls in new construction.

*Appeal* means a request for a review of the building official's interpretation of any provision of this ordinance or a request for a variance.

*Area of special flood hazard* is the land in the floodprone area within a community subject to a one per cent chance of flooding in any given year.

*Base flood* means the flooding having a one percent chance of being equaled or exceeded in any given year.

*Building* means any structure built for support, shelter, or enclosure for any occupancy or storage.

*Coastal high hazard areas* means the area subject to velocity waters caused by, but not limited to, hurricane wave wash. The area is designated on a FIRM as Zone V1-30, VE or V.

*Development* means any man-made changes to improved or unimproved real estate, including, but not limited to: building or other structure, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials or equipment.

*Elevated building* means a non-basement building built to have the lowest floor elevated above ground level by means of fill, solid foundation perimeter walls, pilings, columns (posts and piers), or shear walls.

*Existing construction* means any structure for which the "start of construction" commenced before June 18, 1984 [2].

*Flood hazard boundary map (FHBM)* means an official map of a community, issued by the Federal Emergency Management Agency (FEMA), where the boundaries of the areas of special flood hazard have been defined as Zone A.

*Flood insurance rate map (FIRM)* means an official map of a community, on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

*Flood insurance study* means the official report provided by FEMA. The report contains flood profiles, as well as the flood boundary map and the water surface elevation of the base flood.

*Floor* means the top surface of an enclosed area in a building, i.e., top of slab in concrete construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking of vehicles.

*Functionally dependent facility* means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking for loading and unloading of



cargo or passengers, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the building.

Historic structure means any structure that is:

- A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the secretary of the interior as meeting the requirements for individual listing on the National Register;
- B. Certified or preliminarily determined by the secretary of the interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
- C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the secretary of the interior;
- D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  1. By an approved state program as determined by the Interior, or
  2. Directly by the secretary of the interior in states without approved programs.

Mean sea level means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD).

National Geodetic Vertical Datum (NGVD) as corrected in 1929, is a vertical control used as a reference for establishing elevations within the floodplain.

New construction means any structure for which the "start of construction" commenced after June 18, 1984. The term also includes any subsequent improvements to such structure.

Start of construction includes substantial improvement, and means the date the building permit was issued, provided the start of construction, repair, reconstruction, or improvement, including any additions, and means the date the building permit was issued, provided the start of construction, repair, reconstruction, or improvement, including any additions, was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building on a site such as the pouring of slabs or footings, installation of pilings, construction of columns, or any work beyond the stage of excavation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building that is partly above ground.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of market value of the structure before the damage occurred.

Substantial improvement means any combination of repairs, construction, alteration, or improvements including any additions to a building taking place during a minimum five-year period in which the cumulative cost equals or exceeds 50 percent of the market value of the building. The market value of

the building should be (1) the appraised value of the building at the start of the initial repair or improvement, or (2) in case of damage, the value of the building prior to the damage occurring. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the code enforcement official and which are solely necessary to assure safe living conditions.

### **§ 10.3 – General Provisions**

- A. Lands to which this ordinance applies. This ordinance shall apply to all areas within the jurisdiction of North Bay Village.
- B. Basis for establishing the areas of special flood hazard. The areas of special flood hazard identified by the Federal Emergency Management Agency in its Flood Insurance Study, dated November 4, 1987 with accompanying maps and other supporting data, and any revision thereto, are adopted by reference and declared to be a part of this ordinance.
- C. Establishment of development permit. A development permit shall be required in conformance with provisions of this ordinance prior to the commencement of any development activities.
- D. Compliance. No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.
- E. Abrogation and greater restrictions. This ordinance shall not repeal, abrogate, or impair any existing easements, covenants, or deed restrictions.
- F. Interpretation. In the interpretation and application of this ordinance all provisions shall be:
  - 1. Considered as minimum requirements;
  - 2. Liberally construed in favor of the officers and agents of the Village; and
  - 3. Deemed neither to limit nor repeal any other powers granted under state statutes.
- G. Warning and disclaimer of liability. The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Flood heights may be increased by man-made or natural causes. This ordinance shall not create liability on the part of North Bay Village or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully thereunder.
- H. Penalties for violation. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 60 days, or both, and in addition, shall pay all costs and expenses involved in the case. Each day such violations continue shall be considered a separate offense. Nothing herein contained shall prevent North Bay Village from taking such other lawful actions as is necessary to prevent or remedy any violation.

#### § 10.4 – Administration

- A. Designation of building official. The building official is hereby appointed to administer and implement the provisions of this ordinance.
- B. Permit procedures. Application for a development permit shall be made to the building official on forms furnished by him or her prior to any development activities, and may include, but not be limited to: the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed earthen fill; storage of materials or equipment; drainage facilities; and the location of the foregoing. Specifically, the following information is required:
1. Application stage
    - a. Elevation in relation to mean sea level of the proposed lowest floor of all buildings.
    - b. Elevation in relation to mean sea level to which any nonresidential building will be flood-proofed.
    - c. Certificate from a registered professional engineer or architect that the non-residential flood-proofed building will meet the flood-proofing criteria in Section 10.5.B.2.
  2. Construction stage.
    - a. Provide a floor elevation or flood-proofing certification after the lowest floor is completed, or instances where the building is subject to the regulations applicable to coastal high hazard areas, after placement of the horizontal structural members of the lowest floor. Upon placement of the lowest floor, or flood-proofing by whatever construction means, or upon placement of the horizontal structural members of the lowest floor, whichever is applicable, it shall be the duty of the permit holder to submit to the building official a certification of the elevation of the lowest floor, floodproofed elevation, or the elevation of the lowest portion of the horizontal structural members of the lowest floor, whichever is applicable, as built, in relation to mean sea level.
    - b. Said certification shall be prepared by or under the supervision of a registered land surveyor or professional engineer and certified by same. When flood-proofing is utilized for a particular building, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. Any work undertaken prior to submission of the certification shall be at the permit holder's risk.
    - c. The building official shall review the floor elevation survey data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the survey or failure to make said corrections hereby, shall be cause to issue a stop-work order for the project.
- C. Duties and responsibilities of the building official. Duties of the building official shall include, but not be limited to:
1. Review all development permits to assure that the permit requirements of this ordinance have been satisfied;
  2. Advise permittee that additional federal or state permits may be required, and if specific federal or state permit requirements are known, require that copies of such permits be provided and maintained on file with the development permit.

3. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved buildings, in accordance with Section 10.4.B.2.
4. Verify and record the actual elevation (in relation to mean sea level) to which the new or substantially improved buildings have been flood-proofed, in accordance with Section 10.4.B.2.
5. When flood-proofing is utilized for a particular building, the building official shall obtain certification from a registered engineer or architect, in accordance with Section 10.5.B.2.
6. Where interpretations as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the building official shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
7. When base flood elevation data have not been provided in accordance with Section 10.3.B.2, then the building official shall obtain, review, and reasonably utilize any base flood elevation available from a federal, state, or other source, in order to administer the provisions of Section 10.5.
8. In coastal high hazard areas, certification shall be obtained from registered professional engineer or architect that the building is designed and securely anchored to adequately anchored pilings or columns in order to withstand velocity waters and hurricane wave wash.
9. In coastal high hazard areas, the building official shall review plans for adequacy of break-away walls in accordance with Section 10.5.B.4.h

#### D. Variance requirements

1. The planning and zoning board, as established by North Bay Village, shall hear requests for variances from the requirements of this ordinance, in accordance with the procedures prescribed for requests for amendment, variance, special use exception, or supplement to the zoning regulations in Sections 4.2 through 7.3 of the ULDC. The planning and zoning board shall submit its recommendations to the Village Commission for final action on such requests pursuant to procedures therein prescribed, provided, however, that the criteria for granting variances from this ordinance shall be those set forth hereinafter.
2. Conditions and criteria of granting of variances. In considering such applications, the planning and zoning board and Village Commission shall consider all technical evaluations, all relevant factors, all standards specified in other sections of the North Bay Village Land Development Code, and:
  - a. The danger that materials may be swept onto other lands to the injury of others;
  - b. The danger to life and property due to flooding or erosion damage;
  - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
  - d. The importance of the services provided by the proposed facility to the community;
  - e. The necessity of the facility to a waterfront location, in the case of a functionally dependent facility;
  - f. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

- g. The compatibility of the proposed use with existing and anticipated development;
  - h. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
  - i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - j. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters, and the effects of wave action, if applicable, expected at the site;
  - k. The costs of providing governmental services during and after the flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges;
  - l. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and in the instance of a historical building, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building;
  - m. Variances shall only be issued upon (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship, and; (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing laws or ordinance.
  - n. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the building is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
  - o. The building official shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency.
3. Variances for historic structures. Variances may be issued for the repair or rehabilitation of historic structures (see definition) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum to preserve the historic character and design of the structure.
4. Upon consideration of the factors listed above, and the purposes of this ordinance, the planning and zoning board and Village Commission may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- E. Appeals. The Village Commission may, after a public hearing, grant relief on appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the interpretation of any portion of these regulations.

#### **§ 10.5 – Provisions for flood hazard reduction**

- A. General standards. In all areas of special flood hazard the following provisions are required:
- 1. New construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.

2. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
  3. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage.
  4. Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
  5. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
  6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
  7. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
  8. Any alteration, repair, reconstruction, or improvements to a building which is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance.
  9. Any alteration, repair, reconstruction, or improvements to a building which is not in compliance with the provisions of this ordinance, shall be undertaken only if said nonconformity is not furthered, extended, or replaced.
- B. Specific standards. In all areas of special flood hazard where base flood elevation data have been provided, as set forth in Section 10.3.B, the following provisions are required:
1. Residential construction. New construction or substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with the standards of Section 6.5(b)(3).
  2. Nonresidential construction.
    - a. New construction or substantial improvement of any commercial, industrial, or nonresidential building shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation.
    - b. Buildings located in all A-Zones may be flood-proofed in lieu of being elevated provided that all areas of the building below the required elevation are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in Section 10.4.
  3. Elevated buildings. New construction or substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the base flood elevation shall be designed to preclude finishing living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.

- a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
    - (1) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
    - (2) The bottom of all openings shall be no higher than one foot above grade; and
    - (3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
  - b. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator); and
  - c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
4. Coastal high hazard areas (V Zones). Located within the areas of special flood hazard established in Section 10.3.B, are areas designated as coastal high hazard areas. These areas have special flood hazards associated with wave wash, therefore, the following provisions shall apply:
- a. All buildings shall be located five feet landward of the reach of the mean high tide;
  - b. All buildings shall be elevated so that the bottom of the lowest supporting horizontal member (excluding pilings or columns) is located no lower than five feet above the base flood elevation level, with all space below the lowest supporting member open so as not to impede the flow of water. Open lattice work or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action and in accordance with Section 6.5(b)(4)h.;
  - c. All buildings or structures shall be anchored to resist flotation, collapse, and lateral movement due to the effect of wind and water loads acting simultaneously on all building components. Water loading values shall equal or exceed the base flood. Wind loading values shall be in accordance with the South Florida Building Code.
  - d. A registered professional engineer or architect shall certify that the design, specifications, and plans for construction are in compliance with the provisions contained in Section 10.5.B.4.b and 10.4.B.4.c this ULDC.
  - e. There shall be no fill used as structural support. Noncompacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, (thereby rendering the building free from obstruction) prior to generating excessive loading forces, ramping effects, or wave deflection. The building official shall approve design plans for landscaping/aesthetic fill only after the applicant has provided an analysis by an engineer, architect, and/or soil scientist, which demonstrates that the following factors have been fully considered:
    - (1) Particle composition of fill material does not have a tendency for excessive natural compaction;
    - (2) Volume and distribution of fill will not cause wave deflection to adjacent properties; and

(3) Slope of fill will not cause wave run-up or ramping.

- f. There shall be no alteration of sand dunes or mangrove stands which would increase potential flood damage;
- g. Lattice work or decorative screening shall be allowed below the base flood elevation provided they are not part of the structural support of the building and are designed so as to breakaway under abnormally high tides or wave action, without damage to structural integrity of the building on which they are to be used and provided the following design specifications are met:
  - (1) No solid walls shall be allowed, and;
  - (2) Material shall consist of lattice or mesh screening only.
- h. If aesthetic lattice work or screening is utilized, such enclosed space shall not be designed to be used for human habitation, but shall be designed to be used only for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises.
- i. Prior to construction, plans for any buildings that will have lattice work or decorative screening must be submitted to the building official for approval;
- j. Any alteration, repair, reconstruction, or improvement to a structure shall not enclose the space below the lowest floor except with lattice work or decorative screening, as provided for in Section 10.5.B.4.h and 10.5.B.4.i.

C. Standards for subdivision proposals.

- 1. All subdivision proposals shall be consistent with the need to minimize flood damage;
- 2. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
- 3. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards; and
- 4. Base flood elevation data shall be provided for subdivision proposals and other proposed development.



## CHAPTER 11. SIGNS

### § 11.1 – Purpose

The purpose of these regulations is to create a legal framework for a comprehensive and balanced system of street graphics and signs and thereby to facilitate an easy and aesthetically pleasing communication between the public and their environment. With this purpose in mind, it is the intention of these regulations to authorize the use of street graphics and signs which are compatible with their surroundings; appropriate to the type of activity to which they pertain; expressive of the identity of individual proprietors or of the community as a whole; and legible in the environment in which they are seen.

### § 11.2 – Definitions

For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

*Sign.* An identification, description, illustration, or device which is affixed to or represented directly or indirectly upon a building, structure, or land and which directs attention to a product, place, activity, person, institution, or business.

*Sign, accessory.* A supplemental sign relating to products or services sold, affiliations, or uses of the premises on which the sign is located (e.g.: credit card affiliations, brand symbols).

*Sign area.* The area of the surface of the sign upon, against, or through which the message is displayed or illustrated on the sign. Such area shall be that total surface of one common sign structure which may be viewed from one direction of approach. Such surface area is exclusive of frame embellishment considered as border and not for the purpose of transmission of message, which additional frame surface shall not be greater than 30 percent of the total gross area. Any symbol, mural background, pole decoration, or illustrative material contributing to the meaning or promotional effect of the message shall be considered as sign surface area. The sign area shall extend to the perimeter of the area of all letters, figures, characters, clocks, thermometers, and temperature or time data devices.

*Sign area, multi-faced.* On any sign with more than one face, the maximum number of advertising surfaces visible from any location will be counted; provided, however, that all advertising surfaces of multi-faced signs shall be equal in size and height on all sides. If faces are different in size and height, each face is counted individually.

*Sign, detached.* A sign not attached to or painted on a building, but which is affixed to the ground. A sign attached to a flat surface such as a fence or wall, not a part of a building, shall be considered a detached sign.

*Sign, directional.* A sign indicating the direction or allocation of some service or facility to use, or indicating an instruction (e.g., "no trespassing").

*Sign, flat.* A sign erected parallel to the face of or erected or painted on the outside wall of any building, and supported throughout its length by wall, cantilever, or marquee projections extending from the wall. The outer edge of a flat sign shall not be further than 18 inches, measured horizontally, from the building wall or extend further than the outside edge of a supporting marquee or cantilever, whichever distance is the larger; nor may the highest point of a flat sign extend more than 12 inches above the highest flat roof, parapet, or eave line.

*Sign, identification.* A sign which indicates the name of a use, owner, activity, business, or enterprise.

Sign, outdoor advertising display (character).

Activated sign. Any sign which contains or uses for illumination any light, lighting device, or lights which change color, flash or alternate, or change the appearance of the sign or any part thereof automatically (for the purpose of these regulations, a slowly rotating sign, not exceeding ten revolutions per minute, illuminated but not flashing, shall not be considered an "activated sign").

Animated sign. Any sign upon which a character, letter, figure, or group or combination thereof, show movement or motion to such an extent as to be readily detected.

Banner sign. Any sign possessing characters, letters, illustrations, or ornamentations applied to cloth, paper, or fabric of any kind, either with or without frames.

Banners, streamers, spinners, and pennants. Any device, with or without letters or symbols, erected for the purpose of attracting attention to an area or point.

Beacon light. Any light with one or more beams capable of being directed in any direction, capable of being revolved automatically, or capable of having any part thereof revolve automatically.

Double-faced sign. Any sign which has two display surfaces backed against each other or against the same background, one face of which is designed to be seen from one direction, and the other from the opposite direction.

Flashing sign. Any sign in which the electrical lighting device or devices go on and off alternately, either all of such lights or lighting devices or part thereof, or are designed to cause a deliberate intensity change for the purpose of effecting attraction. Signs that alternately display only time and temperature are excluded from this definition.

Sign, outdoor advertising display (type). A sign which contains any letter, figure, character, mark, plane, point, marquee, poster, pictorial picture, stroke, stripe, line, trademark, reading matter, or illuminated surface, which shall be so constructed, placed, attached, painted, erected, fastened, or manufactured in any manner whatsoever, that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine, or merchandise whatsoever which is displayed in any manner out-of-doors. These shall include, but are not necessarily limited to, the following:

Combination sign. Any sign incorporating any combination of the features of ground, projecting, or roof signs.

Fluorescent painted sign. Any sign which is wholly or partially composed of letters, symbols, or characters, or the background of which is of fluorescent qualities causing a reflective light to illuminate.

Ground sign. Any sign which is supported by uprights or braces in or upon the ground (also referred to as a "pole sign").

Illuminated sign. Any sign which has characters, letters, figures, designs, or an outline illuminated by electric lights, LEDs (light emitting diodes) or luminous tubes, whether or not the lights or tubes are a part of the sign proper.

Marquee sign. Any sign attached to or hung from a marquee. A "marquee" shall be known to mean a canopy or covered structure projecting from and supported by a building, when such canopy or covered structure extends beyond the building, building line, or property line.

Nonilluminated sign. Any sign which is not illuminated by internal or external lights which are designed for such illumination, nor is designed with any special light-reflective surfaces.

Projection sign. Any sign other than a wall sign which projects from and is supported by a wall, building, or overhang.

Projected sign. Any sign which is affixed to any building wall or structure and extends beyond the building wall, structure, building line, or property line more than 18 inches.

Real estate sign. Any structure, device display board, screen, surface, or wall with characters, letters, or illustrations placed thereto, thereon, or thereunder, by any method or means whatsoever, where the matter displayed thereon shall be used solely for the purpose of offering for sale, lease, or rent the exact property on which the sign is placed.

Roof sign. Any sign which is fastened to and supported by or on the roof of a building, or which extends more than 12 inches above the highest flat roof, parapet, or eave line of a building.

Sandwich sign. Any sign which is either single- or double-faced, is portable, and may readily be moved from place to place.

Shingle sign. Any projection or wall sign not more than six square feet in area, constructed of metal or other noncombustible material attached securely to a building.

Snipe sign. Any small sign of any material including paper, cardboard, wood, or metal, which is tacked, nailed, or attached in any way to trees or other objects; such sign may or may not apply to the premises.

Window sign. Any sign located on or within one foot of the street window surface and which is intended to be viewed from the outside.

Sign, outdoor advertising display (usage).

Changeable copy sign. Any sign with a permanent, framed surface area principally devoted to and designed for changeable text information pertaining to entertainment, menu, prices, and the like.

Directory sign. Any sign which gives the name and/or occupation of the occupants of the building or gives the use of the building including office building directories, church directories, and apartment building directories. When an identification of an entity is placed on a common directory board with identical uniform style and size of letter, such entity shall not be defined as a separate sign, but rather shall be considered as a part of a directory board sign.

Identification; individual entity. Any person who is the lessee, owner, or who has a proprietary interest in the business for which the sign is proposed. Each business shall be considered to be an individual entity. Eligibility for identification as an individual entity shall not exist when the lessee is under the same roof and with the same entrance or access or the same lessor or owner; in such case of leased floor space the occupant is not defined as an individual entity. However, eligibility for identification as an individual entity may apply to the lessee if the owner or the lessor makes of record to the Building and Zoning Official a transfer (assignment) of all parts of his computed eligibility to the lessee.

Informational sign. Any sign which contains any combination of directory, directional, and/or explanatory information.

Sign information item. Any syllable, group of numbers, initial, abbreviation, logo, or pictograph larger than three inches in height, with the official name of an establishment counting a maximum of four items towards the ten permitted information items.

Outdoor advertising display: off-premises (commercial advertising). Any sign upon which advertising matter may be painted or upon which posters may be pasted or otherwise secured to the face thereof, advertising goods, services, or other things not sold or available upon the premises upon which the sign is located.

Outdoor advertising display: premises. Any sign advertising a product for sale or service to be rendered on the immediate premises where the sign is located.

Point of purchase sign. Any structure, device, display board, screen, surface, or wall with characters, letters, or illustrations placed thereto, thereon, or thereunder by any means whatsoever, where the matter displayed is used for advertising a product actually or actively offered for sale thereon or therein.

Facade. Any separate face of a building, including parapet walls or any part of a building which encloses or covers usable space.

Frontage. That part of the building that faces a public thoroughfare.

Sign, temporary. Any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional sign, a temporary construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term "temporary sign" shall not include any substitution of message on an existing lawful sign or sign structure.

Window sign—permanent. Any sign visible from the exterior of a building or structure and which is painted, attached, glued or otherwise affixed to a window or depicted upon a card, paper, or other material and placed on, taped on or displayed on a window for the specific purpose of identifying the proprietor or the name of the business to the passerby.

Window sign—temporary. Any sign visible from the exterior of a building or structure and which is painted, attached, glued, or otherwise affixed to a window or door or depicted upon a card, paper, or other material and placed on, taped on, or displayed on a window for the specific purpose of attracting attention of the passerby to a sale or to promotional items or other products or services, other than the identity of the proprietor or the name of the business.

### **§ 11.3 – Existing Nonconforming Signs, Removal**

- A. It is the intent of this section to recognize that the eventual elimination of existing signs that are not in conformity with the provisions of these regulations, in as expeditious a manner as is reasonable, is as much a subject of the health, safety, and welfare of the citizens of the Village as is the prohibition of new signs that would violate the provisions of these regulations. It is also the intent of this section that there shall not be any unreasonable invasion of established private property rights.
- B. Any sign which is nonconforming shall adhere to these regulations within five years from [insert date of adoption of this ordinance] or be removed. However, the Village Commission may grant reprieve from this provision if the Village Commission determines that a particular sign has been in existence for at least 20 years and provides historical character to the community.
- C. Any sign, including the supporting structure, now or hereafter existing, which advertises a business no longer conducted, or a product no longer sold, shall be taken down and removed by the owner, agent, or person having the beneficial use of the building, structure, or land upon which the sign may be found. Such removal shall be within 30 days after notification by the Building Official or other official as designated by the Village Manager.
- D. Snipe signs shall be removed immediately.

E. A nonconforming sign once removed, either voluntarily or involuntarily, shall not be replaced except in conformity with all applicable provision of this ULDC.

#### **§ 11.4 – Regulations and Specifications**

##### **A. General regulations governing signs**

Signs erected or maintained under the provisions of these regulations are subject to the following requirements:

1. Interference with public.
  - a. The sign must not create a traffic or fire hazard, be dangerous to the general welfare, or interfere with the free use of public streets or sidewalks.
  - b. Safety requirements.
    - (1) No sign shall be erected or maintained at any location in such a manner as to obstruct free and clear vision at the intersection of any streets or other public ways. No sign shall be erected or maintained at any location where, by reason of the position, illumination, shape, or color it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device, nor shall it make use of the words, "STOP," "LOOK," "DANGER," or any other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse the motoring public.
    - (2) Intensely lighted areas created for the purpose of sales attraction, may be considered to be distractive displays. Such displays may be a hazard to the safe passage of vehicular traffic and divert attention from certain necessary traffic controls or pedestrian crossing zones. Such intensely lighted areas may be prohibited at certain locations by the Police Department and confirmed by the Village Commission.
2. Repair and maintenance. All signs must be kept in good condition, neat appearance, and good state of repair. Any sign more than 50 percent destroyed must be immediately removed at the owner's expense and a new permit secured before the sign is replaced. If a damaged sign is not repaired within 90 days, the sign shall be deemed to constitute a public nuisance and shall be removed at the owner's expense.
3. Avoidance of fire hazard. Weeds shall be kept cut and debris shall be kept clear within a ten-foot area of any sign.
4. Imprint of owner's name. All signs requiring permits shall be marked with the owner's name, date, and number of the permit.
5. Obstruction of doors, windows, and fire escapes. No sign shall be attached to or be placed against a building in such a manner as to prevent ingress or egress through any door or window of any building, nor shall any sign obstruct or be attached to a fire escape.
6. Posting or tacking notices and signs. No person shall paint, paste, print, nail, or fasten in any manner whatsoever, any banner, sign, paper, or any advertisement or notice of any kind, or cause the same to be done, on any curbs tone, pavement, or any other portion or part of any sidewalk or street, or upon any trees, lampposts, parking meter posts, telephone or telegraph poles, hydrants, or workshops, or upon any structure within the limits of any streets within the Village.

7. Removal of signs for right-of-way acquisitions. All signs shall be removed by the owner, at no expense to the Village, when such signs are found to be within the right-of-way of present or future roads. This exception to relocation and permit limitations shall cover only lateral (right angle) relocations to the road right-of-way and shall require a building permit. This statement shall not supersede federal or state statutes and regulations.
- B. Regulations governing specific type signage
- Prohibited sign situations:
1. Signs within or upon public property and rights-of-way.
  2. Pole (ground) signs projecting over rights-of-way.
  3. Flashing, activated, and animated signs.
  4. Pennants, streamers, spinners, advertising balloons and all other fluttering, spinning, or similar type signs and advertising devices.
  5. Roof signs.
  6. Snipe and sandwich signs.

#### **§ 11.5 – Sign Permits and Fees**

- A. No sign shall be erected, constructed, posted, painted, altered, maintained, or relocated, except as provided in this subchapter and in these regulations, until a permit has been issued by the Building Official or other official as designated by the Village Manager.
  1. Before any permit is issued, an application, including written approval of the owner of the property, shall be filed, together with five sets of drawings or specifications (one set to be returned to the applicant upon disposition of the application) as may be necessary to fully advise and acquaint the Building Official or other official as designated by the Village Manager with the location, construction materials, manner of illuminating and securing or fastening, number of signs applied for, and the wording of the sign or advertisement to be carried on the sign. For buildings over three stories, the scale shall be 1/8" = 1' 0". A separate scaled drawing shall be prepared at 1/2" = 1' 0" showing dimensions, sizes, colors, materials, and method of installation.
  2. All signs which are electrically illuminated shall require a separate electrical permit and inspection. All signs shall be erected on or before the expiration of 60 days from the date of issuance of the permit; otherwise, the permit shall become null and void and a new permit shall be required.
- B. The owner and/or tenant of the premises and the owner and/or erector of the sign shall be held responsible for any violation of these regulations. Where a sign has been erected in accordance with these regulations, the sign company shall be relieved of further responsibility under these regulations after final approval of the sign by the Building Official or other official as designated by the Village Manager.
- C. The Building Official or other official as designated by the Village Manager shall remove or cause to be removed any sign erected or maintained in conflict with these regulations if the owner or lessee of either the site or the sign fails to correct the violation within ten days after receiving written notice of the violation. Removal of a sign by the Building Official or other official as designated by the Village Manager shall not affect any proceedings instituted prior to the removal of the sign.

- D. Fees for sign permits shall be in accordance with the schedule adopted by ordinance, a copy of which is maintained in the office of the Building Official or other official as designated by the Village Manager.

### **§ 11.6 – Exempted Signs**

The following signs are exempted from the provisions of these regulations and may be erected or constructed without a permit but in accordance with the structural and safety requirements of the South Florida Building Code and in accordance with Section 11.9.

- A. Official traffic signs or sign structures, and provisional warning signs or sign structures, when erected or required by a government agency.
- B. Changing of the copy of a bulletin board, poster board, display encasement, or marquee.
- C. Temporary signs which meet the criteria of Section 11.7
- D. National flags and flags of political subdivisions of the United States.
- E. Signs on a truck, bus, or other vehicle while in use in the normal course of business, provided that no such vehicle with attached signs shall be parked on public or private property for the purpose of advertising a business or firm or calling attention to the location of a business or firm.
- F. In the commercial districts, nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy or roller curtain. Signs shall be limited to the name of the owner or trade name of the business and the street number of the business.
- G. Signs posted by the Village.

### **§ 11.7 – Temporary Sign Permits**

- A. Scope. Notwithstanding anything to the contrary in the Village's Unified Land Development Code or in any other ordinance or code provision of the Village, the provisions of this section shall govern the regulation of temporary signs, and take precedence over any other provisions that pertain to temporary signs unless specifically exempted or excepted herein.
- B. Purpose and intent. It is the purpose of these sign regulations to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory standards for temporary signs. The temporary sign regulations are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech, and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. It is the intent of the Village Commission that the temporary sign regulations shall provide uniform sign criteria which regulate the size, height, number and placement of signs in a manner that is compatible with the character of the Village, and which place the fewest possible restrictions on personal liberties, property rights, commerce, and the free exercise of Constitutional rights while achieving the Village's goal of creating a healthy, safe and attractive environment that does not contain excessive clutter and visual distraction in rights-of-way and adjacent properties, the surrounding natural coastal environment, and residential neighborhoods. These sign regulations have been prepared with the intent of enhancing the visual environment of the Village and promoting its continued well-being, consistent with the most recent pronouncements by the United States Supreme Court regarding the regulation of temporary signage, and are further intended to:
- (1) Encourage the effective use of signs as a means of communication in the Village;

- (2) Maintain and enhance the aesthetic environment and the Village's ability to attract sources of economic development and growth;
- (3) Improve pedestrian and traffic safety;
- (4) Minimize the possible adverse impact of temporary signs on nearby public and private property;
- (5) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of temporary signs which compete for the attention of pedestrian and vehicular traffic;
- (6) Allow temporary signs that are compatible with their surroundings, while precluding the placement of temporary signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
- (7) Encourage and allow temporary signs that are appropriate to the zoning district in which they are located;
- (8) Regulate temporary signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
- (9) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the Village;
- (10) Protect property values by precluding, to the maximum extent possible, temporary signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement; and
- (11) Enable the fair and consistent enforcement of these temporary sign regulations.
- (12) Duration for temporary signs. If a temporary sign pertains to an event, the temporary sign shall be removed no later than seven days after the event is concluded. Political primaries or elections, for the purpose of these sign regulations, shall be treated as an event. If a temporary sign does not pertain to an event, the temporary sign shall be removed within and by no later than thirty (30) days after being erected.
- (13) Permission of owners. A temporary sign shall not be placed on any property without the permission of the property owner.
- (14) Prohibition of lighting. A temporary sign may not display any lighting or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color.
- (15) Exemptions from permitting. A temporary sign does not require a permit from the Village.
- (16) Within each Village zoning district, temporary signs shall conform to the following criteria:

	<u>Single Family Residential RS-1, RS-2</u>	<u>Multi-Family RM-40, RM-70</u>	<u>Commercial CG, CL</u>
<u>Maximum Number of Signs Allowed Per Parcel</u>	<u>3</u>	<u>3</u>	<u>4</u>
<u>Maximum Sign Area</u>	<u>3 sf</u>	<u>12 sf (RM-40) 20 sf (RM-70)</u>	<u>40 sf</u>
<u>Sign Height Maximum for a Freestanding Sign</u>	<u>4 ft</u>	<u>24 ft</u>	<u>24 ft</u>



<u>Sign Height Maximum for a Wall Sign (inclusive of a Window Sign)</u>	<u>15 ft</u>	<u>24 ft</u>	<u>24 ft</u>
<u>Minimum Sign Setback for Ground Signs</u>	<u>2 ft</u>	<u>2 ft</u>	<u>2 ft</u>
<u>Minimum Spacing from any Other Sign (Temporary Sign or a Permanent Sign)</u>	<u>15 ft</u>	<u>15 ft</u>	<u>15 ft</u>
<u>Aggregate Maximum of Surface Area Allocated for All Sign Messages</u>	<u>12 sf</u>	<u>120 sf</u>	<u>160 sf</u>

### **§ 11.8 – Removal of Signs**

Any sign previously associated with a vacated premises shall be removed from the premises by either the owner or lessee not later than 30 days from the time such activity ceases to exist.

### **§ 11.9 – District Sign Regulations**

A. Single-Family Residential (RS-1, RS-2) Districts. No sign will be allowed in these districts except the following and temporary signs meeting the criteria of Section 11.7 or the exemptions allowed in Section 11.7:

A nameplate (identification sign), not to exceed one square foot in area, nonilluminated, to identify the owner or occupant of the dwelling or building.

B. Multifamily Residential (RM-40, RM-70) Districts. No sign will be allowed in these districts except the following and temporary signs meeting the criteria of Section 11.7 or the exemptions allowed in Section 11.7:

1. Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the South Florida Building Code, shall also be permitted.
2. A nonilluminated, flat or detached identification sign, not to exceed 24 square feet, identifying the name and/or address of a multifamily dwelling, group of multifamily dwellings, or the name of the motel or hotel. In the case of a detached sign, it shall not be located in any required rear or side yard setback area, nor closer than ten feet from the front property line, nor shall any part of the sign be more than ten feet above the ground.
3. Nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy, roller curtain. Signs shall be limited to the name of the owner and the street number of the building.

C. Commercial (CG) District. No sign will be allowed in this district except the following and temporary signs meeting the criteria of Section 11.7 or the exemptions allowed in Section 11.7:

1. Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the South Florida Building Code, shall also be permitted.
2. A flat illuminated or nonilluminated sign may be erected on one facade of a building or each

portion of a building occupied by a separate commercial or office use, provided the sign does not exceed an area equal to ten percent of the area of the facade upon which it is erected, and for any single establishment user, contains no more than ten sign information items. For calculation purposes, the maximum single building storefront is limited to 75 feet, the maximum storefront 15 feet. In the case of a commercial or office use located on the ground floor of a multistory building, only the first floor facade area shall be used for the purpose of calculating the permissible sign area. Where an establishment fronts on more than one street, the above area of signs may be permitted on each street frontage; however, signs on side frontages will not be permitted if they face a residential area. Signs shall not be permitted on any wide bay frontage.

- a. All adjacent contiguous retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all permanent sign lettering and background in the same style and color.
  - b. For existing commercial establishments, facade signage may be increased to 11 percent of the total building facade and a total of 11 sign "items" per establishment may be used when all the lettering and background is uniform in style and color for signs in a shopping center or for any three consecutive separate establishments. Uniform agreements must be made a part of any lease or deed restriction.
3. A projection sign, placed at an angle of 90 degrees from the building and clearing the sidewalk by eight feet. It shall project no more than four feet from the building or one-third of the sidewalk width, whichever is less, and be spaced no less than 50 feet apart unless displaying symbols only, in which case there is no restriction on proximity.
- All adjacent contiguous, retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all projection signs, materials, lettering and background in the same style and color.
4. A detached illuminated sign may be permitted, not to exceed a total area of 100 square feet per side. When a single building on the property consists of two or more different commercial or office occupancies, an additional one square foot of sign area shall be permitted for each six lineal feet of street frontage in excess of 50 feet; however, the total sign area for a building with multiple occupancy shall not exceed 160 square feet in any case, nor may there be more than one detached sign on the property. No part of such detached signs shall be located in the side or rear yards, nor shall any detached sign be located closer than ten feet from the front property line. No detached sign shall exceed a height of 24 feet above the ground.

#### **§ 11.10 – Variances to sign regulations**

There might be instances in which relief from the strict requirements of the sign ordinance would result in improved planning or zoning, and would benefit the community. The standards for granting the planning variance are:

- A. The sign variance must relate to a particular piece of land;
- B. The sign variance can be granted without substantial detriment to the public good;
- C. The benefits of the deviation would outweigh any detriment; and,
- D. The variance would not substantially impair the intent or purpose of the Village's Comprehensive Plan and/or Zoning Ordinance.

## CHAPTER 12, ADULT ENTERTAINMENT

### § 12.1 – Purpose

#### A. Purpose

In the development and enforcement of this section, it is recognized that there are adult entertainment uses, which because of their very nature are recognized as having serious objectionable characteristics, particularly when several of them are concentrated in any given locations thereby having a deleterious effect upon the adjacent business and residential areas. It is desirable, therefore, to protect the well-being of the youth of the Village from objectionable operational characteristics of these adult entertainment uses by to locating adult oriented activities away from residential areas and public facilities used frequently by minors such as schools, religious facilities, parks, libraries, playgrounds and day care centers. The Village finds that, just as advertising is designed to stimulate one's appetite for desired goods and services, an overabundance or preoccupation with sexual displays or materials arouses the appetites of those so preoccupied, and encourages criminal sexual behavior.

In recognition of the protections afforded to the citizens of the United States under the First and Fourteenth Amendments to the Constitution of the United States, it is neither the intent nor the effect of this section to:

1. Inhibit freedom of speech or the press; or
2. Impose a limitation or restriction on the content of any communicative materials, including sexually oriented materials; or
3. Restrict or deny access by adults to sexually oriented materials protected by the First Amendment; or
4. Deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market.

This section balances the legitimate governmental purposes of the Village against the above-described constitutional rights, by imposing incidental, content-neutral place, time, and manner regulations of adult entertainment establishments without limiting alternative avenues of communication. The special regulations deemed necessary to control the undesirable effects arising from these enterprises are set forth in this section.

#### B. Findings

Based on the evidence and testimony presented before the Village Commission and on the findings incorporated in (i) "Survey of Texas Appraisers - Secondary Effects of Sexually-Oriented Businesses on Market Values" study by Connie B. Cooper, FAICP and Eric Damian Kelly, FAICP in association with David C. Keuhl, Ph.D. and Shawn Wilson, MAI (2008)(Texas); (ii) "Crime-Related Secondary Effects - Secondary Effects of "Off-Site" Sexually Oriented Businesses" study by Richard McCleary, Ph.D. in association with Alexi Alexander, J.D., Larry Bush, M.A., and Mark Vasquez, B.A. (2008)(Texas); (iii) "Crime-Related Secondary Effects of Sexually-Oriented Businesses: Report To The City Attorney" by Richard McCleary, Ph.D. (2007)(Los Angeles, California); (iv) "Survey of Findings and Recommendations of Sexually Oriented Businesses" by Eric Damian Kelly, Ph.D. FAICP and Connie B. Cooper, FAICP (August 2002)(Toledo, Ohio); (v) "A Report on the Secondary Impacts of Adult Use Businesses in the City of Denver," by the Zoning Administration, Office of Planning and Development, Department of Public Safety, Department of Excise and Licenses, Assessor's Office, and in consultation with the City Attorney's Office, Denver, Colorado (January 1998); (vi) "Sexually Oriented Business Ordinance Revision Committee

Legislative Report, Houston, Texas (January 7, 1997); (vii) "Adult Use Study," by the Newport News Department of Planning and Development, Newport News, Virginia (March 1996); (viii) "Report to American Center for Law and Justice on the Secondary Impacts of Sex Oriented Businesses," by Peter R. Hecht, Ph.D. of the Environmental Research Group (March 31, 1996); (ix) "Adult Entertainment Study" by Department of City Planning, City of New York (November 1994); (x) The "Adams County Nude Entertainment Study" by the Adam's County Sheriffs Department (1991)(Colorado); (xi) "Effects of Adult Entertainment Businesses on Residential Neighborhoods," by the Department of Planning, Research and Development, City of El Paso, TX (Sept. 26, 1986); (xii) "NLC Summaries of "SOB Land Use" Studies, Crime Impact Studies by Municipal and State Governments on Harmful Secondary Effects of Sexually-oriented Businesses," National Law Center for Children and Families, 1991, 1994, 1996, 1997, 1999, 2000, 2001, 2002, 2005; the Village Commission finds as follows:

1. Establishments exist or may exist within the Village where books, magazines, motion pictures, videos, prints, photographs, periodicals, records, novelties, and devices that depict, illustrate, describe, or relate to specified sexual activities are possessed, displayed, exhibited, distributed, and sold.
2. Establishments exist or may exist within the Village where:
  - a. The superficial tissues of one person are manipulated, rubbed, stroked, kneaded, or tapped by a second person, accompanied by the display or exposure of specified anatomical areas:
  - b. Dancers, entertainers, performers, or other individuals, who, for forms of commercial gain, perform or are presented while displaying or exposing specified anatomical areas: or
  - c. Lap dancing occurs.
3. The activities described in subsections (1) and (2) occur at establishments for the purpose of making a profit and, as such, are subject to regulation by the Village in the interest of the health, safety, and general welfare of Village residents.
4. The competitive commercial exploitation of such nudity and seminudity is adverse to the public's interest, quality of life, tone of commerce, and total community environment.
5. The commercial exploitation of nudity and seminudity consists of the use of nude and seminude entertainment in connection with or for the promotion of the sale of goods or services, and the receipt of money by the person engaging in nude or seminude entertainment in exchange for or as consideration for nude or seminude performance by such individuals.
6. The commercial exploitation of nude and seminude acts, exhibitions, and nude entertainment occurs frequently at commercial establishments either selling or allowing consumption of alcoholic beverages on the premises.
7. There is a direct relationship between the consumption of alcoholic beverages and the nude and seminude activities mentioned above, and an increase in criminal activities, disturbances of the peace and good order of the community. The occurrence of these activities is hazardous to the health and the safety of those persons in attendance and tends to depreciate the value of adjoining property and harm the economic welfare of the community as a whole.
8. The combination of the sale and consumption of alcoholic beverages with the performance of nude and seminude acts, exhibitions and entertainment is adverse to the public's interest and the quality of life, tone of commerce, and total community environment in the Village.

9. To promote and preserve the public peace and good order and to safeguard the health, safety, and welfare of the community and its citizens, it is necessary and advisable for the Village to prohibit nude and seminude acts, exhibitions, and entertainment establishments at which alcoholic beverages are, or are available to be, sold or consumed.
10. There is a direct relationship between the display or depiction of specified anatomical areas as defined in this chapter and an increase in criminal activities and disturbances of the peace and good order of the community, and the occurrence of these activities is hazardous to the health and safety of those persons in attendance and tends to depreciate the value of adjoining property and harm the economic welfare of the community as a whole. These secondary effects are adverse to the public's interest and quality of life, tone of commerce, and total community environment in the Village.
11. When the activities described in subsections (1) and (2) take place in establishments within the Village, other activities that are illegal or unhealthy tend to accompany them, concentrate around them, and be aggravated by them. Such other activities include, but are not limited to, prostitution, solicitation for prostitution, lewd and lascivious behavior, possession, distribution and transportation of obscene materials, sale or possession of controlled substances, and violent crimes against persons and property.
12. When the activities described in subsections (1) and (2) are present in establishments within the Village, they tend to blight neighborhoods, adversely affect neighboring businesses, lower property values, foster an atmosphere that promotes crime, and ultimately lead residents and businesses to move to other locations.
13. The establishments used for the activities described in subsections (1) and (2) are frequently used for unlawful and unhealthy sexual activities, including prostitution and sexual liaisons of a casual nature.
14. To preserve and safeguard the health, safety, and general welfare of the people of the Village, it is necessary and advisable for the Village to obtain sufficient information regarding the owners of establishments where the activities described in subsections (1) and (2) occur in order to preclude the involvement of organized crime.

#### C. Authority

This section is enacted pursuant to the Village's home rule power to enact regulations to protect the public health, safety, and general welfare of the residents of the Village; Chapters 163 and 166, Florida Statutes; and the Village's authority to regulate the sale and consumption of alcoholic beverages under the Twenty-First Amendment of the Constitution of the United States.

#### **§ 12.2 – Definitions**

For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning. These definitions shall be in addition to the terms relevant to this section provided in Chapter 119 Code of Ordinances.

Adult entertainment establishment shall mean:

- A. Any adult arcade, adult theater, adult bookstore/adult video store, adult modeling establishment, adult motel, encounter studio, or adult dancing establishment as these uses are defined in Chapter 119 Code of Ordinances; or any other establishment or business operated for commercial gain where any employee, operator or owner exposes his or her specified anatomical area for viewing by patrons, including but not limited to massage establishments, whether or not licensed pursuant to Chapter 480, Florida Statutes, tanning salons, modeling

studios, or lingerie studios.

- B. Any establishment where an action is taken which is intended to amuse and which is distinguished or characterized by an emphasis on material depicting, describing or relating to specified sexual activities or specified anatomical areas or which features topless dancers, exotic dancers, strippers, male or female impersonators, the modeling of clothing revealing, or less than completely and opaquely covering, specified anatomical areas, or similar activities.
- C. An adult entertainment establishment shall include the entire site on which the adult entertainment establishment is located, including the exterior and interior of the establishment, or any portion thereof, upon which the activities or operations described in subsection (1) and (2) above are being conducted for commercial gain.
- D. Excluded from this definition are any educational institutions, as defined in Chapter 119 Code of Ordinances, where the exposure of specified anatomical areas is associated with a curriculum or program.
- E. An establishment that possesses an adult entertainment license is presumed to be an adult entertainment establishment.

Adult material shall mean any one or more of the following, regardless of whether it is new or used:

- A. Books, magazines, periodicals or other printed matter, photographs, films, motion pictures, video cassettes, slides, or other visual representations; recordings, other audio matter; and novelties or devices which have as their primary or dominant theme subject matter depicting, exhibiting, illustrating, describing or relating to specified sexual activities or specified anatomical areas; or
- B. Instruments, novelties, devices or paraphernalia that are designed for use in connection with specified sexual activities.

Massage establishment shall mean:

- A. Any shop, parlor, establishment or place of business wherein all of any one or more of the following named subjects and methods of treatments are administered or practiced: body massage either by hand or by any mechanical or electrical apparatus or device (excluding fever therapy), apply such movements as stroking, friction, rolling, vibration, kneading, cupping, petrissage, rubbing, effleurage, or tapotement.
- B. Provided, however, that, for the purpose of this section, the terms "massage establishment" shall not include any massage establishment wherein at least one state licensed massage therapist is employed and on duty full time during the hours opened for business.
- C. Nothing in this section shall be construed as applying to state licensed massage therapist, barbers, cosmetologists, manicurists, pedicurists, physical therapists' assistants, midwives, practical nurses, agents, servants of employees in licensed hospitals or nursing home or other licensed medical institutions, licensed physicians, osteopaths, chiropractors, podiatrists, naturopathic physicians or other licensed medical practitioners, or their agents, or employee acting in the course of such agency, service or employment under the supervision of the licensee.

### **§ 12.3 – Permitted Use Schedule**

Adult entertainment establishments are permitted in the General Commercial (CG) Zoning district, subject to distance requirements set forth below.

## § 12.4 – Regulations

### A. Required approval

An application for an adult entertainment establishment requires the approval of the Village Commission after a public hearing. No application for an adult entertainment establishment shall be presented to the Village Commission unless it satisfies the following requirements:

1. The adult entertainment establishment must be located on a parcel of land located in the CG zoning district.
2. The adult entertainment establishment must be located:
  - a. At least 500 feet from any residentially zoned district as designated on the Village's official zoning district map, and at least 500 feet from any property on which over 25 percent of the floor area is devoted to residential use; and
  - b. At least 500 feet from any area of land upon which a religious facility, public school, private school, public park, public playground, library, daycare center or nursery for children is located; and
  - c. At least 500 feet from any hotel or motel; and
  - d. At least 1,000 feet of from any parcel of land upon which another adult entertainment establishment is located; and
  - e. At least 350 feet from a building that contains a business that sells or dispenses alcohol.
3. No variance shall be granted to the spacing requirements of subsection (2) above.
4. The minimum distance separation shall be measured by following a straight line from any portion of the building used for such purpose, or any building located on the property, of the adult entertainment establishment to:
  - a. The nearest point of the property designated as residential on the Village's official zoning district map; or
  - b. The nearest point of the residential area of any property on which over 25 percent of the floor area is devoted to residential use; or
  - c. The nearest point of any area used for a religious facility, public school, private school, public park, playground, library, daycare center or nursery for children, hotel or motel.
5. In cases where a minimum distance is required between an adult entertainment establishment and another adult entertainment establishment, or an establishment licensed to sell or serve alcohol, the distance under this section shall be measured from the building line of the existing licensee to the building line of the proposed licensee and shall be the airline distance between the two buildings.
6. The applicant must show a possessory interest in the property (ownership, leasehold, or contract to purchase/lease) by sufficient documentation.

### B. Expiration of approval

Approval of an adult entertainment establishment shall lapse after 24 months unless:

1. A business tax receipt or building permit has been issued, or
2. The next phase of development has been initiated, or
3. The Village Commission has specified a longer approval period.

C. Application requirements

An application for approval of an adult entertainment establishment shall, in addition to the requirements of Section 2.7.2 of the ULDC, include:

1. A property survey by a registered surveyor;
2. A letter of intent;
3. Certified distance survey from a registered land surveyor in the state showing that such use meets the distance requirements as set forth in this section. Such sketch shall indicate the distance between the proposed adult entertainment establishment and:
  - a. Any other adult entertainment establishment; and
  - b. Any establishment licensed to sell or serve alcohol; and
  - c. Any area used for a religious facility, public school, private school, public park, public library, playgrounds, day care center or nursery for children, hotel or motel; and
  - d. Any residential zoning district; and
  - e. The residential area of any property on which over 25 percent of the floor area is devoted to residential use.

Each sketch shall indicate all such distances and routes. In case of a dispute, the measurement scaled by the Village shall govern.

4. Where the use includes a vehicular use area or landscaped buffer, a proposed landscape plan and information regarding permanent maintenance arrangements;
5. A neighborhood location map showing all surrounding zoning, land use designations and existing uses located within 500 feet of the proposed site;
6. Documents establishing ownership of the property, valid leasehold, or a contractual interest in a future ownership or leasehold.
7. The proposed activities and specific type of adult entertainment establishment proposed.
8. For adult entertainment establishments to be established in new construction, a sketch and description showing all new and existing structures on the property, interior layouts and proposed parking areas.
9. For adult entertainment establishments to be established in redeveloped sites, a sketch and description or building plan that details all proposed interior and exterior changes to any existing building or structure.

D. Review of applications

Applications shall be reviewed and be approved or denied by the Village Commission within 60 days of the applicant filing a complete application with the Village, as follows:

1. No application shall be accepted until it is deemed complete by the Village Planner.



2. The Village Planner shall review all of the information submitted to determine conformity with this section.
3. The submitted application will be reviewed for completeness within 20 business days, and any corrections, revisions or deficiencies provided to the applicant within that 20-day period.
4. Upon each re-submittal of corrected plans, the Village Planner shall have ten business days to review the application and provide any corrections, revisions or deficiencies to the applicant. This process shall continue until the applicant has submitted a complete application, or demands that the application be reviewed as is, without further revisions.
5. If an applicant fails to provide additional information as requested by the Village Planner within two months of the request or respond to the Village Planner with a time when the information will be submitted, the application shall be deemed to be withdrawn by the applicant. The applicant shall be entitled to one 60-day extension upon request, providing the request for extension is granted prior to the expiration of the two-month period.
6. The Village Commission shall approve or deny the permit within 60 days of the Village's receipt of the complete application, or the applicant's demand for review as submitted, based on whether it complies with the requirements of this section. A written notice of the Village Commission's decision shall be provided to the applicant, either in the form of an approved permit or written notice of denial. Such notice shall describe the applicant's appeal rights, and be provided to the applicant within ten) business days of the decision.

E. Minimum space requirements

An adult dancing establishment shall be subject to the minimum space requirements (for parking) as provided for "Restaurants, Lounges and Nightclubs," in Section 9.3C3 of this Code.

F. Regulation of obscenity subject to state law

It is not the intent of the Village Commission to legislate with respect to matters of obscenity. These matters are regulated and preempted by general law.

G. Regulation of massage establishments subject to state law

It is not the intent of the Village Commission to legislate, limit, or conflict with respect to matters pertaining to massage establishments that are regulated by state agency, the department of business and professional regulation, board of massage, and by general law, Chapter 480, Florida Statutes.

H. Appeal

The applicant may appeal the decision of the Village Commission by filing a timely notice of appeal with any court of competent jurisdiction in Miami-Dade County in accordance with applicable law and court rules.

## CHAPTER 13, VACATION RENTAL LICENSE PROGRAM

### DIVISION 1, GENERAL PROVISIONS

#### § 13.1 – Purpose

The purpose of this chapter is to promote public health, safety, welfare and convenience through regulations and standards for short-term vacation rental properties by providing:

- A. For a vacation rental license;
- B. For safety and operational requirements;
- C. For parking standards
- D. For solid waste handling and containment;
- E. For licensure requiring posting of vacation rental information;
- F. For administration, penalties and enforcement.

#### § 13.2 – Definitions

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

*Village.* North Bay Village, Florida, as geographically described in its Charter.

*Habitable room.* A room or enclosed floor space used or intended to be used for living or sleeping purposes, excluding kitchens, bathrooms, shower rooms, water closet compartments, laundries, pantries, foyers, connecting corridors, closets and storage space.

*Occupant.* Any person who occupies, either during the day or overnight, a Vacation Rental.

*Transient public lodging establishment.* Any unit, group of units, dwelling, building or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

*Vacation rental.* Any individually or collectively owned single- or multi-family house or dwelling unit that is also a transient public lodging establishment, and is located in an area zoned RS-1, RS-2, RM-40, or RM-70.

*Vacation rental representative.* A Vacation Rental property owner, or his/her authorized designee, as identified in the application for a Village Vacation Rental license.

### DIVISION 2, VACATION RENTAL LICENSE REQUIRED

#### § 13.3 – License Required.

- A. After July 1, 2016, an active Vacation Rental license shall be required to operate a Vacation Rental within the Village, except that Vacation Rental's in Village areas zoned RM-40 and RM-70 require a Vacation license only after January 9, 2017. After July 1, 2016, only Vacation Rentals in Village areas zoned RS-1 and RS-2 must holding an active Vacation Rental license issued by North Bay Village to operate within the Village; and after January 9, 2017 all Vacation Rentals must hold an active Vacation Rental license issued by North Bay Village to operate within the Village. A separate Vacation Rental license shall be required for each Vacation Rental, as defined in Section 13.2.

- B. The advertising or advertisement for the rental of an unlicensed single-family or multi-family house or dwelling unit, or of a residential condominium, apartment, or building dwelling unit located in a residential building or community that has not adopted rules regulating the use of transient public lodging establishments, for periods of time less than thirty (30) days or one (1) calendar month is direct evidence of offering a property for rent as a vacation rental in violation of subsection 13.3(A) and the advertising or advertisement is admissible in any enforcement proceeding. The advertising or advertisement evidence raises rebuttable presumption that the residential property named in the notice of violation or any other report or as identified in the advertising or advertisement was used in violation of subsection 13.3(A).

### § 13.3 - APPLICATION FOR VACATION RENTAL LICENSE.

- A. A property owner seeking initial issuance of a Vacation Rental license, or the renewal, or modification of a Vacation Rental license, shall submit to the Village a completed Vacation Rental license application in a form promulgated by the Village, together with an application fee in an amount set by resolution of the Village Commission.
- B. A complete application for the initial issuance, or renewal, or modification, of a Vacation Rental license shall demonstrate compliance with the standards and requirements set forth in this subchapter through the following submittals:
1. A completed Vacation Rental license application form, which must identify: the property owner, address of the Vacation Rental, Vacation Rental Representative, and as well as the phone number of the Vacation Rental Representative.
  2. Payment of applicable fees.
  3. A copy of the Vacation Rental's current and active license as a Transient Public Lodging Establishment with the Florida Department of Business and Professional Regulation.
  4. A copy of the Vacation Rental's current and active certificate of registration with the Florida Department of Revenue for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida Department of Revenue.
  5. Evidence of the Vacation Rental's current and active account with the Miami-Dade County Tax Collector for the purposes of collecting and remitting tourist and convention development taxes and any other taxes required by law to be remitted to the Miami-Dade County Tax Collector.
  6. A copy of the current Local Business Tax Receipt.
  7. Interior building sketch by floor. A building sketch (may be hand drawn) by floor shall be provided, showing a floor layout and demonstrating compliance with the standards and requirements set forth in this subchapter. The sketch provided shall be drawn to scale, and shall show and identify all bedrooms, other rooms, exits, hallways, stairways, smoke and carbon monoxide detectors, swimming pools, fire extinguishers and exit signage/lighting.
  8. A sketch showing the number and the location of all on-site parking spaces for the Vacation Rental.
  9. Acknowledgement that each guest room shall be equipped with an approved listed single-station smoke detector meeting the minimum requirements of the NFPA.
  10. A section indicating whether the Vacation Rental will have 10 or fewer occupants or more than 10 occupants.

11. A copy of the generic form vacation rental/lease agreement to be used when contracting with transient Occupants and guests.
- C. Incomplete applications will not be accepted, but will be returned with any fees submitted to the property owner with a notation of what items are missing.
- D. Vacation Rental license applications shall be sworn to under penalty of perjury. Any false statements in an application shall be a basis for the revocation of any license issued pursuant to such application.

#### **§ 13.4 - MODIFICATION OF VACATION RENTAL LICENSE.**

An application for modification of a Vacation Rental license shall be required in the event that any of the following changes to the Vacation Rental are proposed:

- A. An increase in the gross square footage.
- B. An increase in the number of bedrooms.
- C. An increase in the maximum occupancy.
- D. An increase in the number of parking spaces, or a change in the location of parking spaces.
- E. An increase in the number of bathrooms.
- F. Any other material modifications that would increase the intensity of use.

#### **§ 13.5 DURATION OF VACATION RENTAL LICENSE.**

The Vacation Rental license shall expire each September 30, and may be annually renewed thereafter if the property is in compliance with this chapter. Vacation Rental licenses acquired before September 30, 2016 will be valid until September 30, 2017.

#### **§ 13.6 - RENEWAL OF VACATION RENTAL LICENSE.**

A property owner must apply annually for a renewal of the Vacation Rental license no later than 60 days prior to its expiration.

#### **§ 13.7 - LICENSES NON-TRANSFERABLE, NON-ASSIGNABLE.**

Vacation Rental licenses are non-transferable and non-assignable. If the ownership of any Vacation Rental is sold or otherwise transferred, any outstanding Vacation Rental license as to that Vacation Rental shall be null and void upon the sale or transfer.

### **DIVISION 3, VACATION RENTAL REPRESENTATIVE**

#### **§ 13.8 - DUTIES OF VACATION RENTAL REPRESENTATIVE.**

Every Vacation Rental Representative shall:

- A. Be available by landline or mobile telephone answered by the Vacation Rental Representative at the listed phone number 24-hours a day, 7 days a week to handle any problems arising from the

Vacation Rental; and

- B. Be willing and able to be physically present at the Vacation Rental within 60 minutes following notification from a Vacation Rental Occupant, law enforcement officer, emergency personnel, or the Village for issues related to the Vacation Rental, and shall actually be physically present at that location in that time frame when requested; and
- C. Conduct an on-site inspection of the Vacation Rental at the end of each rental period to assure continued compliance with the requirements of this subchapter.

**DIVISION 4, STANDARDS AND REQUIREMENTS FOR VACATION RENTALS**

**§ 13.9 - GENERAL**

The standards and requirements set forth in this section shall apply to the rental, use, and occupancy of Vacation Rentals in the Village.

**§ 13.10 - LOCAL PHONE SERVICE REQUIRED.**

Local phone service. At least one landline telephone with the ability to call 911 shall be available in the main level common area in the Vacation Rental.

**§ 13.11 - PARKING STANDARDS.**

Occupants and visitors to the Vacation Rental shall comply with all relevant parking codes as found in the Village Code of Ordinances.

**§ 13.12 - SOLID WASTE HANDLING AND CONTAINMENT.**

Notice of the location of the trash storage containers and rules for collection shall be posted inside the Vacation Rental.

**§ 13.13 - MAXIMUM OCCUPANCY.**

Requirements for space shall be as follows:

- A. Each Vacation Rental shall have a minimum gross floor area of not less than 150 square feet for the first occupant and not less than 100 square feet for each additional occupant.
- B. Every room in a Vacation Rental occupied for sleeping purposes shall:
  - 1. Have a gross floor area of not less than 70 square feet; and when occupied by more than one occupant, it shall have a gross floor area of not less than 50 square feet for each occupant. The maximum number of occupants for each room used for sleeping purposes shall be four.
  - 2. Have a minimum width of 8 feet.
- C. Gross area shall be calculated on the basis of total habitable room area, and those exclusions appearing in the definition of "habitable room" shall not be considered in calculation of such floor areas.

- D. Every habitable room in a Vacation Rental shall have a ceiling height of not less than 7 feet for at least half the floor area of the room. Any portion of a habitable room having a ceiling height of 5 feet or less shall not be included in calculating the total floor area of such room.

#### **§ 13.14 - POSTING OF VACATION RENTAL INFORMATION.**

- A. In each Vacation Rental, located outside on the back or next to the main entrance door there shall be posted as a single page the following information:
1. The name, address and phone number of the Vacation Rental Representative;
  2. The maximum occupancy of the Vacation Rental;
  3. A statement advising the Occupant that any sound which crosses a property line at a volume which is unreasonably loud is unlawful within the Village; as per the Village Noise Ordinance.
  4. A sketch of the location of the off-street parking spaces;
  5. The days and times of trash pickup;
  6. The location of the nearest hospital; and
  7. The local non-emergency police phone number.
- B. A copy of the building evacuation map – Minimum 8-1/2" by 11" shall be provided to the renter upon the start of each vacation rental.

### **DIVISION 5, ADMINISTRATION, PENALTIES, AND ENFORCEMENT**

#### **§ 13.15 - ADMINISTRATION OF VACATION RENTAL LICENSE PROGRAM.**

The ultimate responsibility for the administration of this subchapter is vested in the Village Manager, or his/her authorized designee, who is responsible for granting, denying, revoking, renewing, suspending and canceling Vacation Rental licenses for proposed and existing Vacation Rentals as set forth in this subchapter.

#### **§ 13.16 - APPEALS.**

Any decision of the Village Manager, or his/her authorized designee, relating to the granting, denial, renewal, modification, or suspension of a Vacation Rental license under this subchapter shall be rendered in writing, and reviewed by the Village Commission if a notice by the applicant is filed with the Village Clerk within 10 days after the action to be reviewed. The Village Clerk shall place the matter on the agenda of an upcoming meeting of the Village Commission, at which the matter will be reviewed. The decision of the Village Commission shall be final. Such final decision may be reviewed as permitted under Florida law.

#### **§ 13.17 - NOTICE.**

Any notice required under this subchapter shall be accomplished by sending a written notification by U.S. Mail, postage paid, to the mailing address of the Vacation Rental Representative set forth on documents filed with the Village under this subchapter, which shall be considered for all purposes as

the correct address for service, or by personal service or delivery to the Vacation Rental Representative.

#### **§ 13.18 - PENALTIES AND ENFORCEMENT.**

- A. By citation. Any violation of this chapter 13, or any rule adopted under this chapter, may be punished by citation, as specifically described in Chapter 153 – Code Enforcement of the Code of Ordinances of North Bay Village, including but not limited to the requirements of a reasonable warning prior to issuance of a citation; provided, however, such violation shall be subject to a fine in the amount of \$250.00, for the first offense, \$500.00 for the second and subsequent offenses, plus a suspension of the Vacation Rental license or a refusal to issue a Vacation Rental license as provided hereinafter, for the third offense. Each day a violation exists shall constitute a separate and distinct violation.
- B. Other enforcement methods and penalties. Notwithstanding anything otherwise provided herein, violations of this subchapter shall also be subject to all the enforcement methods and penalties that may be imposed for the violation of ordinances of the Village as provided in the Village Code of Ordinances. Nothing contained herein shall prevent the Village from seeking all other available remedies which may include, but not be limited to, injunctive relief, abatement of public nuisance, liens, fines, imprisonment, and other penalties as provided by law.
- C. Suspension of license.
- In addition to any fines and any other remedies described herein or provided for by law, the Village Manager shall suspend a Vacation Rental license upon a third violation of this subchapter in any continuous 12 month period. Such suspension of a Vacation Rental license shall be for a period of 1 year, and shall begin following notice, commencing either at the end of the current Vacation Rental lease period, or after 30 calendar days, whichever is less.
  - For violations of the Florida Building Code, or Florida Fire Prevention Code, a Vacation Rental license shall be subject to temporary suspension starting immediately 3 working days after citation for such violation if it is not corrected, re-inspected, and found in compliance.
  - The Village Manager may refuse to issue a Vacation Rental license upon a third violation of this subchapter in any continuous 12 month period, including but not limited to, if the property has operated an unlicensed Vacation Rental in violation of subsection 113.3(A) or advertised an unlicensed Vacation Rental in violation of subsection 13.3(B). Such refusal to issue a Vacation Rental license shall be for a period of 1 year.
- D. Revocation of license.
- The Village Manager may refuse to issue or renew a license or may revoke a Vacation Rental license issued under this subchapter if the property owner has willfully withheld or falsified any information required for a Vacation Rental license.
  - The Village Manager shall revoke a Vacation Rental license issued under this subchapter upon the fifth adjudication of either a noise violation where such noise emanated from the Vacation Rental or receipt of a parking violation where such parking violation occurred on the Vacation Rental property within any continuous 12 month period, or any combination thereof.
  - The property owner shall not be entitled to any refund of the annual fee paid for a license for any portion of the unexpired term of a license, because of revocation or suspension of

the Vacation Rental license.

- E. For all purposes under this subchapter, service of notice on the Vacation Rental Representative shall be deemed service of notice on the property owner and Occupant.
- F. No Occupant shall occupy a Vacation Rental, and no advertisement for the Vacation Rental shall occur during any period of suspension of a Vacation Rental's Vacation Rental license.

#### **DIVISION 6, VESTING**

##### **§ 13.19 - RENTAL AGREEMENT VESTING.**

It is recognized that there are likely existing rental/lease agreements for Vacation Rentals as the time of passage of this ordinance which may not be in compliance with the regulations herein. Rental agreements that were entered into prior to the date of adoption, shall be considered vested. No special vesting process or fee shall be required to obtain this vesting benefit.



## CHAPTER 14, MARIJUANA DISPENSARIES

### § 14.1 – Purpose

#### A. Dispensaries generally.

1. A marijuana dispensary may distribute, purchase, sell, convey, or possess with the intent to sell or convey, marijuana or marijuana-based products for medical use only for the purpose of dispensing and selling marijuana or marijuana-based products to a qualifying patient or the patient's caregiver, all as defined and permitted by Florida law. A marijuana dispensary must be licensed by the State of Florida department regulating marijuana. A marijuana dispensary must be licensed before possessing, purchasing, conveying, distributing, or retailing marijuana or marijuana-based products, and copies of its licensure documents must be filed with the Village prior to opening for business. It is the responsibility of the owner and the operator of the marijuana dispensary to have current, valid, and unexpired state licensure documents on file at all times with the Village. No marijuana or marijuana-based products may be obtained from a grow house or marijuana farm located in the Village. All marijuana or marijuana-based products, must be sold by and at a state licensed and approved marijuana dispensary or dispensing organization, and all marijuana must be purchased from a medical marijuana farm that has a valid, state of Florida-issued permit for said purpose. A marijuana dispensary may not conduct wholesale sales or transactions.
2. Marijuana dispensaries must at all times meet all the operating criteria for the dispensing of marijuana or marijuana-based products as required from time to time pursuant to Florida law and administrative regulations.

#### B. Conditions for approval.

1. A marijuana dispensary must be located:
  - a. At least 500 feet from any single family zoned district as designated on the Village's official zoning district map; and
  - b. At least 500 feet from any parcel of land upon which a religious facility, public school, private school, public park, public playground, library, daycare center or nursery for children is located; and
  - c. At least 500 feet of from any parcel of land upon which an adult entertainment establishment is located; and
  - d. At least 50 feet from a building that contains a business that sells or dispenses alcohol; and
  - e. At least 1,000 feet from another building that contains a marijuana dispensary.
2. No variance shall be granted to the spacing requirements of subsection (1) above.
3. The minimum distance separation shall be measured by following a straight line from any portion of the building used for a marijuana dispensary to:
  - a. The nearest point of a property designated as single family residential on the Village's official zoning district map; or
  - b. The nearest point of a building that contains a business that sells or dispenses alcohol; or

- c. The nearest point of any property used for a religious facility, public school, private school, public park, playground, library, daycare center, nursery for children, adult entertainment center, or another marijuana dispensary.
4. No drive-in, drive-up, or drive through use shall be permitted as a part of any marijuana dispensary.
5. At a minimum, a marijuana dispensary must have storage facilities approved and meeting applicable federal and state statutes and rules. If the federal and state governments do not set minimum requirements for storage of marijuana or marijuana-based products or if federal and state law does not prohibit stricter requirements from being adopted by the Village, marijuana or marijuana-based products storage must meet the security and storage requirements for Schedule I and Schedule II drugs (as defined in Section 893.03, Florida Statutes, and 21 U.S.C. s. 812) as provided in 21 C.F.R. s. 1301.72. The storage facility or system must be located on the site of the marijuana dispensary and used solely for marijuana or marijuana-based products storage. The storage facility shall be locked and made secure when the marijuana dispensary is not open and serving the public.

C. Dispensary operation.

1. No marijuana dispensary within the Village shall sell or distribute marijuana or marijuana-based products other than what is manufactured, grown, and processed in the State of Florida and that has not left the state before arriving at the marijuana dispensary.
2. It is unlawful for any person or legal entity operating a marijuana dispensary under the provisions of this code to permit any breach of peace therein or any disturbance of public order or decorum by any riotous or disorderly conduct, or otherwise.
3. It is unlawful for any marijuana dispensary to remain open to the public for the sale, distribution, conveyance of marijuana or marijuana-based products between the hours of 8 p.m. and 8 a.m. the next day. It is unlawful for any person or legal entity operating a marijuana dispensary under the provision of this code to permit such dispensary to remain open, or patrons to remain upon the premises, between the hours of 8 p.m. and 8 a.m. the next day.
4. No living marijuana plants are permitted on the site of a marijuana dispensary.
5. Smoking, ingesting, or other consumption.
  - a. No marijuana or marijuana-based products legally obtained with a physician's recommendation or certification shall be smoked, ingested or otherwise consumed in a marijuana dispensary or in the parking lot for a marijuana dispensary. Any marijuana dispensary must, at all times when such establishment is open to the public or is selling marijuana or marijuana-based products, have a sign on the premises located where it can be readily seen and read by all customers of the marijuana dispensary which is at least six by eight and one-half inches (6" x 8.5") in size and with one-half inch (0.5") minimum lettering and contains the following information:  
  
IT IS UNLAWFUL TO SMOKE, INGEST, OR CONSUME MARIJUANA INSIDE, OR IN THE PARKING LOT, OF THIS ESTABLISHMENT.

- b. It is unlawful for the owner or operator of any marijuana dispensary to fail to comply with this section or for any person to sell or dispense marijuana or marijuana-based products in any establishment which is not in compliance with this section. The requirements of this section apply to all marijuana dispensaries.
6. All sales and dispensing of marijuana or marijuana-based products shall be conducted inside the premises of the marijuana dispensary. No off-site delivery of marijuana shall be permitted by the owner, operator, or any employee of the marijuana dispensary. No mobile marijuana dispensary shall operate, or obtain marijuana or marijuana-based products, from a marijuana dispensary or grow house located in the Village.
  7. A marijuana dispensary shall not hold or maintain a State of Florida alcoholic beverage license to sell any type of alcoholic beverages, or operate a business that sells alcoholic beverages. No alcoholic beverages may be consumed on the premises or sold within fifty (50) feet of a marijuana dispensary, except at a package store, bar, or lounge the existence which preceded the date of adoption of these provisions relating marijuana dispensaries. No package store, bar, or lounge shall locate and sell or dispense alcoholic beverages within fifty (50) feet of a marijuana dispensary.
  8. A marijuana dispensary shall provide litter removal services and actively remove litter at least twice each day of operation on, inside the premises, in front of the premises, in any parking lot adjacent to the marijuana dispensary or used by patrons of the marijuana dispensary, and, if necessary, on public sidewalks within one-hundred (100) feet of the outer perimeter of the marijuana dispensary.
  9. A marijuana dispensary shall provide and maintain adequate security on the premises, including fully operational lighting and alarms reasonably designed to ensure the safety of persons and to protect the premises from theft, both inside the marijuana dispensary and in the parking area adjacent to the marijuana dispensary. Any breaking and entering at a marijuana dispensary, regardless of whether marijuana or marijuana-based products are stolen, shall constitute a violation of this code section if the security alarm shall fail to activate simultaneous with the breaking and entering in a loud and audible manner within the hearing of average police officers and citizens on the public right-of-way within two (200) hundred feet of marijuana dispensary.
  10. Notwithstanding other signage provisions of this Unified Land Development Code, a marijuana dispensary shall have one non-illuminated wall sign within 5 feet of the main entrance which is between 2 and 3 square feet in area and which shall include only the following language:

ONLY INDIVIDUALS WITH LEGALLY RECOGNIZED MARIJUANA OR CANNABIS IDENTIFICATION CARDS OR A VERIFIABLE, WRITTEN RECOMMENDATION FROM A PHYSICIAN FOR MEDICAL MARIJUANA MAY OBTAIN MARIJUANA OR MARIJUANA-BASED PRODUCTS FROM A MARIJUANA DISPENSARY.

The text shall be a minimum of two inches in height. This requirement shall remain in effect so long as the system for distributing or assigning medical marijuana identification cards preserves the anonymity of the qualified patient or primary caregiver.

11. The marijuana dispensary shall provide the Village manager and all property owners and tenants located within one hundred (100) feet of the marijuana dispensary with the name, phone number, and e-mail or facsimile number of an on-site community relations staff person

to whom one can provide notice during marijuana dispensary business hours if there are operating problems associated with the marijuana dispensary. The marijuana dispensary shall make every good faith effort to encourage neighbors to call this person to try to solve operating problems, if any, before any calls or complaints are made to the Police Department or other Village officials.

12. It shall be unlawful for any marijuana dispensary to employ any person to engage in the sale, distribution, conveyance of marijuana or marijuana-based products, who is not at least 18 years of age. A person under the age of 18 years of age may be employed to perform routine maintenance or janitorial work in a marijuana dispensary; provided, that such employee under the age of 18 years of age shall not handle or touch any marijuana or marijuana-based product within the marijuana dispensary.
13. Except as permitted in paragraph (11) above, it shall be unlawful for any marijuana dispensary to allow any person who is not at least 18 years of age on the premises during hours of operation, unless that person is a qualified patient with a valid identification card or primary caregiver with a valid identification card or a verifiable, written recommendation from a physician for medical marijuana.
14. A marijuana dispensary shall provide adequate seating for its patients and business invitees. A marijuana dispensary shall not direct or encourage any patient or business invitee to stand, sit (including in a parked car), or loiter outside of the building in which the marijuana dispensary is located, including parking areas, sidewalks, rights-of-way, or neighboring properties for any period of time longer than that reasonably necessary to arrive and depart. A marijuana dispensary shall post conspicuous signs on three sides of any building in which it is located that no loitering is permitted on the property.
15. A marijuana dispensary shall ensure that there is no queuing of motor vehicles in the right-of-way or in any parking lot serving or adjacent to a marijuana dispensary. The marijuana dispensary shall take all necessary and immediate steps to ensure compliance with this paragraph.



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:** February 17, 2017

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

**FROM:** Frank K. Rollason  
Village Manager

**SUBJECT:** Introduction of Ordinance

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

**AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, REPEALING ALL CHAPTERS OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING CHAPTER 1 GENERAL PROVISIONS, CHAPTER 2 ADMINISTRATIVE AND LEGISLATIVE PROCEDURES, CHAPTER 3 LAND USE, CHAPTER 4 CONSISTENCY AND CONCURRENCY DETERMINATIONS, CHAPTER 5 DESIGN STANDARDS AND CHAPTER 6 FLOOD DAMAGE PREVENTION; REPEALING APPENDICES OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING APPENDIX A APPLICATIONS, APPENDIX B BUILDING PERMIT APPLICATION, APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER, APPENDIX D SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE, APPENDIX E CLASS I COASTAL CONSTRUCTION PERMIT APPLICATION, APPENDIX H FLOOD CONTROL; REPEALING LAND DEVELOPMENT CODE COMPARATIVE TABLE OF ORDINANCES, REPEALING CHAPTERS OF THE VILLAGE CODE OF ORDINANCES INCLUDING CHAPTER 152 ZONING AND CHAPTER 155 DESIGN GUIDELINE STANDARDS; REPEALING APPENDIX B OF THE VILLAGE CODE OF ORDINANCES ENTITLED SIGN ILLUSTRATION; ADOPTING A NEW UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER 1 GENERAL, CHAPTER 2 RELATIONSHIP TO THE COMPREHENSIVE PLAN, CHAPTER 3 DEFINITIONS, CHAPTER 4 ADMINISTRATION AND ENFORCEMENT, CHAPTER 5 PERMITS AND DEVELOPMENT APPROVALS, CHAPTER 6 NONCONFORMITIES, CHAPTER 7 VARIANCES, CHAPTER 8 ZONING, CHAPTER 9 GENERAL SITE DESIGN STANDARDS, CHAPTER 10 FLOOD DAMAGE PREVENTION, CHAPTER 11 SIGNS, CHAPTER 12 ADULT ENTERTAINMENT, CHAPTER 13 VACATION RENTAL LICENSE PROGRAM, CHAPTER 14 MARIJUANA DISPENSARIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

FKR:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Jose R. Alvarez

Commissioner  
Dr. Douglas N. Hornsby

Commissioner  
Andreana Jackson

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

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, REPEALING ALL CHAPTERS OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING CHAPTER 1 GENERAL PROVISIONS, CHAPTER 2 ADMINISTRATIVE AND LEGISLATIVE PROCEDURES, CHAPTER 3 LAND USE, CHAPTER 4 CONSISTENCY AND CONCURRENCY DETERMINATIONS, CHAPTER 5 DESIGN STANDARDS AND CHAPTER 6 FLOOD DAMAGE PREVENTION; REPEALING APPENDICES OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING APPENDIX A APPLICATIONS, APPENDIX B BUILDING PERMIT APPLICATION, APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER, APPENDIX D SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE, APPENDIX E CLASS I COASTAL CONSTRUCTION PERMIT APPLICATION, APPENDIX H FLOOD CONTROL; REPEALING LAND DEVELOPMENT CODE COMPARATIVE TABLE OF ORDINANCES, REPEALING CHAPTERS OF THE VILLAGE CODE OF ORDINANCES INCLUDING CHAPTER 152 ZONING AND CHAPTER 155 DESIGN GUIDELINE STANDARDS; REPEALING APPENDIX B OF THE VILLAGE CODE OF ORDINANCES ENTITLED SIGN ILLUSTRATION; ADOPTING A NEW UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER 1 GENERAL, CHAPTER 2 RELATIONSHIP TO THE COMPREHENSIVE PLAN, CHAPTER 3 DEFINITIONS, CHAPTER 4 ADMINISTRATION AND ENFORCEMENT, CHAPTER 5 PERMITS AND DEVELOPMENT APPROVALS, CHAPTER 6 NONCONFORMITIES, CHAPTER 7 VARIANCES, CHAPTER 8 ZONING, CHAPTER 9 GENERAL SITE DESIGN STANDARDS, CHAPTER 10 FLOOD DAMAGE PREVENTION, CHAPTER 11 SIGNS, CHAPTER 12 ADULT ENTERTAINMENT, CHAPTER 13 VACATION RENTAL LICENSE PROGRAM, CHAPTER 14 MARIJUANA DISPENSARIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK ROLLASON)*

**WHEREAS**, Florida Statute 166.01 authorizes cities to establish, coordinate and enforce zoning and development laws that are necessary for the protection of the public; and

**WHEREAS**, the North Bay Village (the Village) desires to unite separate land development regulations into a comprehensive Unified Land Development Code; and

**WHEREAS**, the North Bay Village Unified Land Development Code is wholly consistent with the Village's Comprehensive Plan and the Florida Comprehensive Planning Act; and

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

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

**Section 2. Village Code Amended.** North Bay Village Code of Ordinances is hereby revised as follows:

Attachment A: Consolidated Land Development Regulations are hereby repealed.

Attachment B: Code of Ordinances Chapter 152 – Zoning and Chapter 155 - Design Guideline Standards, are hereby repealed.

Attachment C: Unified Land Development Code is hereby created.

**Section 3. Repeal.** All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

**Section 4. Severability.** The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

**Section 5. Inclusion in the Code.** It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

**Section 6. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

A motion to approve the foregoing Ordinance on first reading on March 28, 2017 was offered by Commissioner Andreana Jackson, seconded by Vice Mayor Eddie Lim.

**The Votes were as follows:**

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Dr. Douglas N. Hornsby	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>

A motion to approve the foregoing Ordinance on second reading was offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

**FINAL VOTES AT ADOPTION:**

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

**DULY PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2017.**

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

**ATTEST:**

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

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

\_\_\_\_\_  
**Robert L. Switkes & Associates, P.A.**  
**Village Attorney**

North Bay Village Ordinance: Land Development Regulations Revision.





**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, JUNE 27, 2017** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ITEMS:

1. AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE FOR CONSTRUCTION OF A NEW DOCK AND BOATLIFT AT 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE AND THE APPROVAL OF A WAIVER PURSUANT TO SECTION 150.11(A) AND 150.11(G) TO EXTEND THE DOCK FARTHER THAN 25 FEET FROM THE SHORELINE.
2. AN APPLICATION BY JONATHAN CASTRO, PROPERTY OWNER OF 7520 MUTINY AVENUE, FOR A VARIANCE UNDER SECTION 152.0971 OF THE VILLAGE CODE, FROM THE STRICT APPLICATION OF SECTION 152.027, TO ERECT A CARPORT, WHICH WILL BE 1.5 FEET FROM THE NORTH SIDE PROPERTY LINE WHERE 7.5 FEET IS REQUIRED.
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE TEXT OF THE COASTAL MANAGEMENT ELEMENT; REVISING THE COASTAL HIGH HAZARD AREA MAP, AS MANDATED BY FLORIDA STATUTES 163.3178(F); IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163; FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(First Reading)*
4. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 152 - ZONING, OF THE CODE OF ORDINANCES OF NORTH BAY VILLAGE TO ALLOW THE VILLAGE MANAGER TO DENY LICENSES TO PRIOR VIOLATORS AND TO PROHIBIT ADVERTISING OF UNLICENSED VACATION RENTALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. *(First Reading)*
5. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151 OF THE VILLAGE CODE, ENTITLED "BUILDINGS" BY AMENDING SECTION 151.11 TO REQUIRE CONDOMINIUM ASSOCIATION APPROVAL FOR WORK PERFORMED INSIDE A CONDOMINIUM UNIT; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. *(Second Reading)*
6. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, REPEALING ALL CHAPTERS OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING CHAPTER 1 GENERAL PROVISIONS, CHAPTER 2 ADMINISTRATIVE AND LEGISLATIVE PROCEDURES, CHAPTER 3 LAND USE, CHAPTER 4 CONSISTENCY AND CONCURRENCY DETERMINATIONS, CHAPTER 5 DESIGN STANDARDS AND CHAPTER 6 FLOOD DAMAGE PREVENTION; REPEALING APPENDICES OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING APPENDIX A APPLICATIONS, APPENDIX B BUILDING PERMIT APPLICATION, APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER, APPENDIX D SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE, APPENDIX E CLASS 1 COASTAL CONSTRUCTION PERMIT APPLICATION, APPENDIX H FLOOD CONTROL; REPEALING LAND DEVELOPMENT CODE COMPARATIVE TABLE OF ORDINANCES, REPEALING CHAPTERS OF THE VILLAGE CODE OF ORDINANCES INCLUDING CHAPTER 152 ZONING AND CHAPTER 155 DESIGN GUIDELINE STANDARDS; REPEALING APPENDIX B OF THE VILLAGE CODE OF ORDINANCES ENTITLED SIGN ILLUSTRATION; ADOPTING A NEW UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER 1 GENERAL, CHAPTER 2 RELATIONSHIP TO THE COMPREHENSIVE PLAN, CHAPTER 3 DEFINITIONS, CHAPTER 4 ADMINISTRATION AND ENFORCEMENT, CHAPTER 5 PERMITS AND DEVELOPMENT APPROVALS, CHAPTER 6 NONCONFORMITIES, CHAPTER 7 VARIANCES, CHAPTER 8 ZONING, CHAPTER 9 GENERAL SITE DESIGN STANDARDS, CHAPTER 10 FLOOD DAMAGE PREVENTION, CHAPTER 11 SIGNS, CHAPTER 12 ADULT ENTERTAINMENT, CHAPTER 13 VACATION RENTAL LICENSE PROGRAM, CHAPTER 14 MARIJUANA DISPENSARIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Second Reading)*

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

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

YVONNE P. HAMILTON, CMC  
VILLAGE CLERK



## North Bay Village

Administrative Offices

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

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

### REVISED MEMORANDUM

**DATE:** April 25, 2017

**TO:** Mayor Connie Leon Kreps  
Vice Mayor Eddie Lim  
Commissioner Jose Alvarez  
Commissioner Dr. Douglas N. Hornsby, M.D.  
Commissioner Andreana Jackson

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

**SUBJECT:** Appointment of Members to the Village's Advisory Boards

Applications were received from the following citizens for membership to the Village Advisory Boards:

#### Animal Control Advisory Board

Ruth Prado, Treasure Island. This applicant currently serves as an Ex Officio Member to the Board.

#### Community Enhancement Board

Dora Escheverry, Harbor Island

In accordance with Section 32.02(B) of the Village Code, appointments shall be made by a majority vote of the Commission.

/yph

Attachments: Advisory Board Applications



# 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

## BOARD/COMMITTEE APPLICATION

NAME  RUTH PRADO  DATE  APRIL 29, 2017

MAILING ADDRESS  1801 SOUTH TREASURE DRIVE #329, NBV, FL 33141

EMAIL  ruthpra@hotmail.com  TELEPHONE #  786 262-7004

VILLAGE RESIDENT: YES  NO  HOW MANY YEARS  4 MONTHS

BUSINESS OWNER: YES  NO  PAST OR PRESENT

NAME AND ADDRESS OF BUSINESS \_\_\_\_\_

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? \_\_\_\_\_

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY BOARD	<input checked="" type="checkbox"/>	COMMUNITY ENHANCEMENT BOARD	<input type="checkbox"/>
ARTS, CULTURAL & SPECIAL EVENTS BOARD	<input type="checkbox"/>	PLANNING & ZONING BOARD	<input type="checkbox"/>
BUSINESS DEVELOPMENT ADVISORY BOARD	<input type="checkbox"/>	YOUTH & EDUCATION SERVICES BOARD	<input type="checkbox"/>
CITIZENS BUDGET AND OVERSIGHT BOARD	<input type="checkbox"/>	SPECIAL NEEDS ADVISORY BOARD	<input type="checkbox"/>
SIGNAGE REVIEW COMMITTEE	<input type="checkbox"/>		

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES  NO

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES  NO

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES  NO

ARE YOU A REGISTERED VOTER? YES  NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:  
 I HAVE WORK AS A PRIVATE INVESTIGATOR FOR MANY YEARS AND MY LOVE FOR ANIMALS BROUGHT ME TO WORK AS A VOLUNTEER TO FEED, TNR AND CARE FOR STRAY ANIMALS, MOSTLY CATS. FOR

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

FOR OVER 5.5 YEARS I HAVE BEEN FEEDING, TNR AND CARING FOR THE FERAL CATS LOCATED IN NORTH BAY VILLAGE. DURING THIS TIME I HELPED TNR OVER 90 FERAL CATS AND PLACED APPROXIMATELY 20 CATS FOR ADOPTION AFTER BEING DOMESTICATED AND PREPARED TO BE ADOPTED.

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North Bay Village Voter is required (Voter Registration Card/Driver License/ID).

Other services I have provided as volunteer these past years are:

- removal dead cats
- transportation to and from the veterinary's office and adoption places
- personal care and facility to cats that need especial care after surgery
- medication when needed
- TNR
- domesticating kittens and finding them a home
- database that identifies the cats by name, location, gender, etc. .

**PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)**

- My involvement as part of the committee will be to further identify feeders and make sure they are in accordance with the City of North Bay Village's requirements involving cat feeding.
- Organize and promote workshops where residents will be able to learn about these creatures and the responsible and humane way to TNR.
- Speak at local schools to encourage students to be part of the TNR program
- Identify owners that refuse to TNR their cat promoting over population.
- Look for more volunteers to help with the TNR program
- 

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement", Verification of residency and North Bay Village Voter is required (Voter Registration Card/Driver License/ID).



**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

MAR20 1:43PM

**BOARD/COMMITTEE APPLICATION**

NAME DORA ECHEVERRY DATE 03-20-2017  
MAILING ADDRESS 7928 WEST DR, #704 N.B.V. FL 33141  
EMAIL DEEVERY@GMAIL.COM TELEPHONE # 786 314 1186  
VILLAGE RESIDENT: YES  NO  HOW MANY YEARS 25  
BUSINESS OWNER: YES  NO  PAST OR (PRESENT) RESIDENT  
NAME AND ADDRESS OF BUSINESS N/A

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? N/A

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY BOARD	<input type="checkbox"/>	COMMUNITY ENHANCEMENT BOARD	<input checked="" type="checkbox"/>
ARTS, CULTURAL & SPECIAL EVENTS BOARD	<input type="checkbox"/>	PLANNING & ZONING BOARD	<input type="checkbox"/>
BUSINESS DEVELOPMENT ADVISORY BOARD	<input type="checkbox"/>	YOUTH & EDUCATION SERVICES BOARD	<input type="checkbox"/>
CITIZENS BUDGET AND OVERSIGHT BOARD	<input type="checkbox"/>	SPECIAL NEEDS ADVISORY BOARD	<input type="checkbox"/>
SIGNAGE REVIEW COMMITTEE	<input type="checkbox"/>		

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES  NO   
HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES  NO   
HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES  NO   
ARE YOU A REGISTERED VOTER? YES  NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:  
10+ YEARS AS A CITY OF MIAMI EMPLOYEE MAINLY AS  
A CLERK OF UNSAFE STRUCTURES IN THE BUILDING  
DEPARTMENT. ACTUALLY RETIRED.

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

- ① KNOWLEDGE OF CODE VIOLATIONS & PUBLIC RECORDS (RECORDING AND SEARCHES): IT MAY HELP THE NEEDS OF THE BOARD.
- ② WORK ETHIC
- ③ LOVE COMMUNITY WORK

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North Bay Village Voter is required (Voter Registration Card/Driver License/ID).

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

**ADVISORY BOARD MEMBERS 11/2016 - 11/2018**

<b>ANIMAL CONTROL ADVISORY BOARD (2ND MONDAY, 6PM) Commissioner Jackson</b>			
Maria De La Cruz Marquez Arrechea	7545 E. Treasure Drive, #10C	(786) 344-9532	<a href="mailto:macduraznito@hotmail.com">macduraznito@hotmail.com</a>
Sarah Mauer	1865 Kennedy Cswy, #15G	(412) 508-9049	<a href="mailto:sarah.mauer@hotmail.com">sarah.mauer@hotmail.com</a>
Cecilia Veloz, <b>Chair</b>	7504 Bounty Avenue	(305) 975-8455	<a href="mailto:cecivelozoc@gmail.com">cecivelozoc@gmail.com</a>
Kokoa Woodget, <b>Vice Chair</b>	PO Box 402174	(305) 771-4119	<a href="mailto:kokoaNBVcity@gmail.com">kokoaNBVcity@gmail.com</a>
VACANT			
Javier D. Andreu - EX OFFICIO	1801 S. Treasure Drive	(305) 861-1113	<a href="mailto:petsandvetsac@gmail.com">petsandvetsac@gmail.com</a>
Ruth Prado - EX-OFFICIO	6900 Bay Drive, #6L, Miami Beach, 33141	(786) 262-7004	<a href="mailto:ruthpra@hotmail.com">ruthpra@hotmail.com</a>
<b>ARTS, CULTURAL &amp; SPECIAL EVENTS BOARD (TBD)</b>			
Aniley Perez	7900 Harbor Island Drive, #1407	(305) 318-9190	<a href="mailto:anileymiami@gmail.com">anileymiami@gmail.com</a>
John "Johnnie" Walker	1900 S. Treasure Drive, #5K	(813) 424-8565	<a href="mailto:tsax.fanfare@gmail.com">tsax.fanfare@gmail.com</a>
VACANT			
VACANT			
VACANT			
<b>BUSINESS DEVELOPMENT ADVISORY BOARD (4TH MONDAY, 5:30PM)</b>			
Miguel Angel Barbagallo	1755 NBV, LLC	(305) 631-6660	<a href="mailto:mab@bdevelopments.com">mab@bdevelopments.com</a>
<i>Mailing Address: 1870 NW South River Drive, Miami, FL 33125</i>			<a href="mailto:m.a.o.barbagallo@gmail.com">m.a.o.barbagallo@gmail.com</a>
Carlos G. Rodriguez, <b>Vice Chair</b>	7421 Center Bay Drive	(305) 978-1019	<a href="mailto:cgrp1812@gmail.com">cgrp1812@gmail.com</a>
Laura Cattabriga	7430 Center Bay Drive	(305) 481-5588	<a href="mailto:laura.cattabriga00@gmail.com">laura.cattabriga00@gmail.com</a>
Kokoa Woodget, <b>Chair</b>	PO Box 402174	(305) 771-4119	<a href="mailto:kokoaNBVcity@gmail.com">kokoaNBVcity@gmail.com</a>
VACANT			
<b>CITIZEN'S BUDGET &amp; OVERSIGHT BOARD (3RD MONDAY, 6:30PM)</b>			
Dr. Paul Norris	1690 S. Treasure Drive	(305) 467-3245	<a href="mailto:p.norris@med.miami.edu">p.norris@med.miami.edu</a>
Carlos G. Rodriguez, <b>Vice Chair</b>	7421 Center Bay Drive	(305) 978-1019	<a href="mailto:cgrp1812@gmail.com">cgrp1812@gmail.com</a>
Laura Cattabriga, <b>Chair</b>	7430 Center Bay Drive	(305) 481-5588	<a href="mailto:laura.cattabriga00@gmail.com">laura.cattabriga00@gmail.com</a>
Mary Kramer	7610 Coquina Drive	(305) 374-2300	<a href="mailto:mary@marykramerlaw.com">mary@marykramerlaw.com</a>
Kokoa Woodget	PO Box 402174	(305) 771-4119	<a href="mailto:kokoaNBVcity@gmail.com">kokoaNBVcity@gmail.com</a>
<b>COMMUNITY ENHANCEMENT BOARD (3RD THURSDAY, 6:30PM) Vice Mayor Lim</b>			
Aniley Perez	7900 Harbor Island Drive, #1407	(305) 318-9190	<a href="mailto:anileymiami@gmail.com">anileymiami@gmail.com</a>
John "Johnnie" Walker	1900 S. Treasure Drive, #5K	(813) 424-8565	<a href="mailto:tsax.fanfare@gmail.com">tsax.fanfare@gmail.com</a>
Ana Watson, <b>Vice Chair</b>	7945 East Drive, #104	(786) 468-7168	<a href="mailto:watsonisland@gmail.com">watsonisland@gmail.com</a>
Kokoa Woodget, <b>Chair</b>	PO Box 402174	(305) 771-4119	<a href="mailto:kokoaNBVcity@gmail.com">kokoaNBVcity@gmail.com</a>
VACANT			
<b>PLANNING &amp; ZONING BOARD (1ST TUESDAY, 7:30PM) Commissioner Hornsby</b>			
J. F. Bud Farrey, <b>Chair</b>	1315 Bay Terrace	(305) 542-3583	<a href="mailto:bud.farrey@farreys.com">bud.farrey@farreys.com</a>
Marvin Wilmoth, <b>Vice Chair</b>	7900 Harbor Island Drive, #PH10	(917) 331-0136	<a href="mailto:marvin.wilmoth@gmail.com">marvin.wilmoth@gmail.com</a>
Doris O'Hare	1790 S. Treasure Drive, #5C	(305) 301-1799	<a href="mailto:lwant2emaildoris@yahoo.com">lwant2emaildoris@yahoo.com</a>
Dr. Paul Norris	1690 S. Treasure Drive	(305) 467-3245	<a href="mailto:p.norris@med.miami.edu">p.norris@med.miami.edu</a>
Aniley Perez	7900 Harbor Island Drive, #1407	(305) 318-9190	<a href="mailto:anileymiami@gmail.com">anileymiami@gmail.com</a>
<b>SIGNAGE REVIEW COMMITTEE (TBD)</b>			
Ana Watson	7945 East Drive, #104	(786) 468-7168	<a href="mailto:watsonisland@gmail.com">watsonisland@gmail.com</a>
VACANT			
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VACANT			
<b>SPECIAL NEEDS ADVISORY BOARD (TBD)</b>			
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<b>YOUTH &amp; EDUCATION SERVICES BOARD (TBD)</b>			
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UPDATED ON: 4/26/17 2:30 PM



TO: Municipal Key Official

FROM: Michael Sittig, Executive Director 

DATE: May 22, 2017

SUBJECT: 91st Annual FLC Conference  
VOTING DELEGATE INFORMATION  
August 17-19, 2017 – World Center Marriott, Orlando

As you know, the Florida League of Cities' Annual Conference will be held at the World Center Marriott, Orlando, Florida on August 17-19. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2016.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 14, 2017.**

Attachments: Form Designating Voting Delegate

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President **Susan Haynie**, Mayor Boca Raton

First Vice President **Gil Ziffer**, Commissioner, Tallahassee • Second Vice President **Leo E. Longworth**, Commissioner, Bartow  
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

**91st Annual Conference  
Florida League of Cities, Inc.  
August 17-19, 2017  
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

**Designation of Voting Delegate**

Name of Voting Delegate: \_\_\_\_\_

Title: \_\_\_\_\_

Municipality of: \_\_\_\_\_

**AUTHORIZED BY:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Return this form to:

Gail Dennard  
Florida League of Cities, Inc.  
Post Office Box 1757  
Tallahassee, FL 32302-1757  
Fax to Gail Dennard at (850) 222-3806 or email [gdennard@flcities.com](mailto:gdennard@flcities.com)



## **Important Dates**

### **May 2017**

Notice to Local and Regional League Presidents and Municipal Associations  
regarding the Resolutions Committee

### **June 2017**

Appointment of Resolutions Committee Members

### **July 12th**

Deadline for Submitting Resolutions to the League office

### **August 17th**

Policy Committee Meetings  
Voting Delegates Registration

### **August 18th**

Resolutions Committee Meeting

### **August 19th**

Immediately Following Breakfast – Pick Up Voting Delegate Credentials  
Followed by Annual Business Session



## 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, MARCH 28, 2017**  
**7:30 P.M.**

1. **CALL TO ORDER**

The meeting was called to order at 7:36 p.m.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

**ROLL CALL**

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

Also Present:

Village Manager Frank K. Rollason  
Village Attorney Robert L. Switkes  
Finance Director Bert Wrains  
Chief Carlos Noriega  
Village Clerk Yvonne P. Hamilton

The Village Attorney Robert L. Switkes read the regulations for conduct of this quasi-judicial proceeding, pursuant to Chapter 29 of the Village Code, and advised the members of the Commission to disclose any ex parte communication they had regarding the items.

Mayor Connie Leon-Kreps disclosed that she received a call from Reinaldo Trujillo and met with a resident of the Harbor Island regarding the developmental project.

Commissioner Dr. Douglas N. Hornsby disclosed meeting with 20 residents, with Ken DeLoreto, Ritch Holben, and other people inside and outside of the community regarding the developmental project.

Commissioner Andreana Jackson disclosed speaking with Mitch Edelstein, Ken DeLoreto, and Ritch Holben, and receiving personal correspondence from Jesus Garcia.

Commissioner Jose Alvarez disclosed a meeting with the architect and the legal counsel for the project, as well as meeting with one resident.

Vice Mayor Eddie Lim disclosed that he had been introduced to the developer for the project last year at an event held by Julie's Realty.

The Village Attorney swore in all those individuals who testified on these quasi judicial hearings.

2. **PUBLIC HEARINGS (QUASI-JUDICIAL):** Please be advised that the following items are quasi-judicial in nature. If you wish to object or comment upon any of these 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, PERMITTING CONSTRUCTION OF A DOCK STRUCTURE, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE OF ORDINANCES, AT 1500 SOUTH TREASURE DRIVE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

The Village Planner Jim LaRue, of LaRue Planning & Management Services, Inc., presented the Staff Report recommending approval with the following conditions:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
4. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.
6. Installation of solar powered lights at end of dock for safety purposes.

The Mayor opened the Public Hearing.

Darrell Thornton, from Dock & Marine Construction, addressed the Commission on behalf of the property owner, Fred Murphy. He explained that the new dock will be built in the same foot print as the exiting dock and accepted the conditions of approval outlined above.

The Mayor opened the Public Hearing. There being no speakers, she closed the Public Hearing.

Commissioner Andreana Jackson made a motion to approve the request. Commissioner Dr. Douglas N. Hornsby seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Jose R. Alvarez, and Commissioner Andreana Jackson all voting Yes.

**B. AN APPLICATION BY P&O GLOBAL TECHNOLOGIES, INC. CONCERNING PROPERTY LOCATED AT 7914-7918 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING: (FIRST PUBLIC HEARING-DEFERRED FROM FEBRUARY 28, 2017)**

- 1. AN AMENDMENT TO THE NORTH BAY VILLAGE COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT BY CREATING POLICY 2.1.14 TO PERMIT TRANSFER OF DENSITY IN THE RM-70 ZONING DISTRICT, VOGEL PARK; TRANSFERRING UP TO 36 RESIDENTIAL DWELLING UNITS FROM DR. PAUL VOGEL PARK TO SITES THAT HAVE BEEN DETERMINED BY THE NORTH BAY VILLAGE COMMISSION TO PROVIDE MEANINGFUL PUBLIC BENEFIT; PROVIDING THAT SITE DENSITY ALLOWED SHALL NOT EXCEED 100 RESIDENTIAL DWELLING UNITS PER ACRE.**
- 2. AN AMENDMENT TO THE NORTH BAY VILLAGE LAND DEVELOPMENT CODE, CHAPTER 152, CREATING THE PUBLIC SPACE AND PARKING ENHANCEMENT OVERLAY; PERMITTING ADDITIONAL HEIGHT; REDUCED SIDE SETBACKS; AND TRANSFER OF DENSITY FROM VILLAGE OWNED PROPERTIES TO PRIVATE DEVELOPMENTS THAT PROVIDE MEANINGFUL PUBLIC BENEFITS.**
- 3. AN AMENDMENT TO THE NORTH BAY VILLAGE LAND DEVELOPMENT CODE, AMENDING SECTIONS 5.2.2, 152.003, 152.042, 155.17, TO ALLOW FOR REVISED PARKING LOT DESIGN DIMENSIONS, TO ALLOW FOR MECHANICAL PARKING LIFT SPACES TO COUNT TOWARD THE REQUIRED NUMBER OF PARKING SPACES, AND TO PROVIDE SAFETY STANDARDS FOR MECHANICAL PARKING LIFTS.**

The Village Clerk read the requests into the record.

The Village Planner Jim LaRue presented the Staff Report describing the request for Comprehensive Plan Amendment to allow more density transfer from Dr. Paul Vogel Park and to allow transfer of density from the park for units to be used in the proposed development. He referred to the shadow study which did not show any detriment in terms of the taller building. He informed the Commission that they are to consider consistency and compatibility the Comprehensive Plan and compatible with the surrounding area. He indicated that the building height had been reduced from 340 feet to 290 feet.

Counsel for the applicant Graham Penn, of Bercow Radell Fernandez & Larkin, 200 S. Biscayne Boulevard, Suite 850, Miami, FL 33131, explained the requests.

Juan Azalea, Architect for the Project, discussed the design of the building.

The Mayor opened the Public Hearing.

Tony Chang, 7929 West Drive, Ken DeLoreto, of 7929 West Drive, Ritch Holben, of 7929 West Drive, Daniel Giraldo, of Miami Beach, Ines Meras, of 7933 West Drive, Kokoa Woodget, of Harbor Island, Kevin Vericker, of 7520 Hispanola Avenue, Robert Alvarez, of 7529 Buccaneer Avenue, and Jane Tiffin, of 7910 West Drive, addressed the Commission.

The Mayor closed the Public Hearing.

Graham Penn requested that the Commission approve the requests on first reading.

Mr. LaRue reminded the Commission that they are to consider whether the request is consistent and compatible with the Comprehensive Plan.

Commission Andreana Jackson made a motion to approve Item 2B, and there was no second to the motion.

The Mayor recessed the meeting at 9:02 p.m., and the meeting reconvened at 9:15 p.m.

- C. **AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, REPEALING ALL CHAPTERS OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING CHAPTER 1 GENERAL PROVISIONS, CHAPTER 2 ADMINISTRATIVE AND LEGISLATIVE PROCEDURES, CHAPTER 3 LAND USE, CHAPTER 4 CONSISTENCY AND CONCURRENCY DETERMINATIONS, CHAPTER 5 DESIGN STANDARDS AND CHAPTER 6 FLOOD DAMAGE PREVENTION; REPEALING APPENDICES OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING APPENDIX A APPLICATIONS, APPENDIX B BUILDING PERMIT APPLICATION, APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER, APPENDIX D SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE, APPENDIX E CLASS I COASTAL CONSTRUCTION PERMIT APPLICATION, APPENDIX H FLOOD CONTROL; REPEALING LAND DEVELOPMENT CODE COMPARATIVE TABLE OF ORDINANCES, REPEALING CHAPTERS OF THE VILLAGE CODE OF ORDINANCES INCLUDING CHAPTER 152 ZONING AND CHAPTER 155 DESIGN GUIDELINE STANDARDS; REPEALING APPENDIX B OF THE VILLAGE CODE OF ORDINANCES ENTITLED**

**SIGN ILLUSTRATION; ADOPTING A NEW UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER 1 GENERAL, CHAPTER 2 RELATIONSHIP TO THE COMPREHENSIVE PLAN, CHAPTER 3 DEFINITIONS, CHAPTER 4 ADMINISTRATION AND ENFORCEMENT, CHAPTER 5 PERMITS AND DEVELOPMENT APPROVALS, CHAPTER 6 NONCONFORMITIES, CHAPTER 7 VARIANCES, CHAPTER 8 ZONING, CHAPTER 9 GENERAL SITE DESIGN STANDARDS, CHAPTER 10 FLOOD DAMAGE PREVENTION, CHAPTER 11 SIGNS, CHAPTER 12 ADULT ENTERTAINMENT, CHAPTER 13 VACATION RENTAL LICENSE PROGRAM, CHAPTER 14 MARIJUANA DISPENSARIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (FIRST READING-DEFERRED FROM FEBRUARY 28, 2017)**

The Village Clerk read the Ordinance by title.

Jim LaRue, Village Planner, explained the major revisions to the Land Development Regulations (LDR) as outlined below:

1. Collapsing the Limited Commercial Zoning District into the General Commercial Zoning District.
2. Revising the maximum building height allowed in the Single-Family Zoning District.
3. Changing the criteria for non-hardship variances in Single-Family Zoning Districts
4. Site Plan approvals will require only one public hearing before the Commission.
5. Docks under 25 feet in length and within the D5 triangle can be approved administratively.
6. Allowance of new zoning uses such as pharmacies, day care, and urgent care facilities
7. Removal of compact spaces as special exceptions.
8. Adoption of fence standards for vacant properties.
9. Removal of requirement of internal access to commercial facilities in multi-family developments.

Mr. LaRue noted that the Planning & Zoning Board held several workshops and recommended approval of the revisions to the LDR.

The Mayor opened the Public Hearing.

Kevin Vericker, of 7520 Hispanola Avenue, addressed the Commission.

The Mayor closed the Public Hearing.

Commissioner Andreana Jackson made a motion to approve the Ordinance revising the Land Development Regulations. Vice Mayor Eddie Lim seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jose R. Alvarez, Vice Mayor Eddie Lim, Mayor Connie Leon-Kreps, Commissioner Dr. Douglas N. Hornsby and Commissioner Andreana Jackson all voting Yes.

Mayor Connie Leon-Kreps made a motion to add a "New Business" item to the agenda entitled "Regular Commission Meeting".

**3. NEW BUSINESS**

**1. REGULAR COMMISSION MEETING**

Commissioner Andreana Jackson made a motion to hold a second Regular Meeting on April 25, 2017. Commissioner Douglas N. Hornsby seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jose R. Alvarez, Vice Mayor Eddie Lim, Mayor Connie Leon-Kreps, Commissioner Dr. Douglas N. Hornsby and Commissioner Andreana Jackson all voting Yes.

**4. ADJOURNMENT**

The meeting adjourned at 9:35 p.m.

Prepared by: Yvonne P. Hamilton  
Village Clerk

Adopted by North Bay Village on

this \_\_\_\_\_ day of May 2017.

*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.)





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### OFFICIAL MINUTES REGULAR VILLAGE COMMISSION MEETING

VILLAGE HALL  
1666 KENNEDY CAUSEWAY, #101  
NORTH BAY VILLAGE, FL 33141

TUESDAY, MARCH 14, 2017

7:30 P.M.

1. CALL TO ORDER

The meeting was called to order at 7:37 p.m. by Mayor Connie Leon-Kreps.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

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

ALSO PRESENT:

Village Manager Frank K. Rollason  
Deputy Village Manager/HR Director Jenice Rosado  
Finance Director Bert Wrains  
Police Chief Carlos Noriega  
Village Attorney Robert L. Switkes  
Village Planner Jim LaRue  
Deputy Village Clerk Jenorgen Guillen

Village Clerk Yvonne P. Hamilton was absent from the meeting due to illness.

2. **A. PROCLAMATIONS AND AWARDS**

1. **City of West Miami (*Mayor Connie Leon-Kreps*)**

The Mayor read a proclamation into the record designating April 7, 2017 as the “City of West Miami Day” in recognition of its 70<sup>th</sup> anniversary.

2. **Japanese Market, Inc./37 Years of Service to the Community (*Mayor Connie Leon-Kreps*)**

The Village recognized the Japanese Market, Inc. for 37 years of service to the community. A plaque was given to owners Michio & Mayumi Kushi for their dedication to the community.

**B. SPECIAL PRESENTATIONS**

1. **Angie Chirino, Donor Relations Manager for Voices for Children**

Mrs. Chirino made a presentation to the Commission on the Foster Care Program and the importance of community participation.

2. **Peter Catalano, President  
Miami Beach K9 Knights, Inc.**

Mr. Catalano made a presentation to the Commission on their community program to raise funds, purchase dogs, and donate them to Police Departments; as his offer to donate a dog to the Village.

3. **Maggie Fernandez, Active Design Miami**

Ms. Fernandez discussed the active design strategies for creating healthier communities and encouraged the Village to support policies by identify and implementing any principle that is appropriate for the Village.

The Village Planner Jim LaRue will assess the design strategies pertaining to the needs of the Village, for implementation. He noted that some of the concepts are already included in the Village Comprehensive Plan.

4. **Wolfberg Alvarez & Partners – New Village Hall Design Revision**

Mr. Aris Garcia discussed options for the New Village Hall Complex, which addressed the inclusion of a larger swimming pool, based on previous direction from the Village Commission.

Vice Mayor Lim stated for the record that he was in favor of Option 5, a 10-story Building with a shell floor for future expansion.

The Mayor opened the floor for public comments.

Alvin Blake and Jane Blake of 7601 Coquina Drive addressed the Commission.

The members of the Commission will, individually, contact Mr. Garcia to review the proposals and provide their ideas.

**C. ADDITIONS AND DELETIONS**

Mayor Connie Leon-Kreps made a motion to remove Items 6D, 6G, 6J, and 6K from the Consent Agenda to be discussed separately and to move Item 8C after the “Good & Welfare” session of the meeting. Commissioner Dr. Douglas N. Hornsby seconded the motion, which was adopted by a 5-0 roll call vote.

**3. GOOD & WELFARE**

Jane Blake, of 7601 Coquina Drive (distributed information with suggestion for Active Design Miami concept, Alvin Blake, of 7601 Coquina Drive, Reinaldo Trujillo, property owner at 7601 E. Treasure Drive, and Kevin Vericker, of 7520 Hispanola Avenue, addressed the Commission.

**4. GRANT WRITER’S REPORT**

Lakeesha Morris, of BellTower, discussed the status of Village grants. She announced to the public that the Miami Foundation has a program to receive ideas from the community of things people want to see implemented. These ideas can be posted to [ourmiami.org](http://ourmiami.org), and those ideas that get the most attention could receive funding for the related project.

**5. ADVISORY BOARD REPORTS**

**A. ANIMAL CONTROL ADVISORY BOARD**

The Chair Cecilia Veloz, reported on the March 2, 2017 Board Meeting.

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

None

**B. BUSINESS DEVELOPMENT ADVISORY BOARD**

None

C. **CITIZENS BUDGET & OVERSIGHT BOARD**  
None

D. **COMMUNITY ENHANCEMENT BOARD**  
None

E. **PLANNING & ZONING BOARD**  
None

F. **YOUTH & EDUCATION SERVICES BOARD**  
None

6. **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 TO ENTER INTO A FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR FILM PERMITTING; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

B. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER TO AWARD RFP NO. NBV 2017-001 TO STAFFING CONNECTION/ACTION LABOR FOR SCHOOL CROSSING GUARD SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RELATED AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

C. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE LEASE OF THREE NEW MACK TRUCKS FROM NATIONAL COOPERATIVE LEASING, UNDER THE PIGGYBACK PURCHASE PROVISION PURSUANT TO SECTION 36.25(J) OF THE VILLAGE CODE, ON A CONTRACT AWARDED THROUGH THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE (NJPA); AUTHORIZING EXECUTION OF THE AGREEMENT; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERM OF THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AN AGREEMENT WITH COASTAL SYSTEMS INTERNATIONAL, INC., UNDER THE PIGGYBACK PURCHASE PROVISION, PURSUANT TO SECTION 36.25(J) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, FOR THE PURPOSE OF PROVIDING ENVIRONMENTAL CONSULTING SERVICES RELATIVE TO THE PROPOSED NORTH BAY VILLAGE BOARDWALK AND DOCK PROJECT (SPECIFICALLY, ENVIRONMENTAL PERMIT APPLICATIONS, ENVIRONMENTAL PERMIT PROCESSING, AND MEETINGS/ADDITIONAL SERVICES) AT AN AMOUNT NOT TO EXCEED \$150,600; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED AGREEMENT; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***
- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA EXPANDING THE SCOPE OF SERVICES WITH KIMLEY-HORN & ASSOCIATES, INC. AND APPROVING WORK AUTHORIZATION NO. 17-01 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO OVERSEE THE CONSTRUCTION SERVICES FOR RFP NO. NBV 2016-004 – WATER MAIN REHABILITATION PROGRAM – TO INCLUDE, BUT NOT LIMITED TO PROGRESS MEETINGS, PROGRAM EVALUATION, PUBLIC INVOLVEMENT ASSISTANCE, RESIDENT PROJECT REPRESENTATIVE, SHOP DRAWING REVIEW, CONTRACT CLARIFICATION, REVIEW OF PAY APPLICATIONS, COORDINATION WITH SRF PROGRAM, AND PROJECT CERTIFICATION AND CLOSE-OUT AT A LUMP-SUM COMPENSATION OF \$307,200.00; SETTING AN EFFECTIVE DATE *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)***
- H. 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 VILLAGE-WIDE 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 EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY MAYOR CONNIE LEON-KREPS)***

**I. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AND APPROVING THE PARTICIPATION BY THE VILLAGE IN THE LAKE OKEECHOBEE REGIONAL COMPACT; SAID AGREEMENT BEING A JOINT EFFORT BY OFFICIALS IN A NINETEEN COUNTY AREA ENCOMPASSING THE NORTHERN EVERGLADES AND THE LAKE OKEECHOBEE WATERSHED TO WORK TOGETHER ACROSS JURISDICTIONAL BOUNDARIES TO CREATE, SUPPORT, AND ADVANCE A COMPREHENSIVE PLAN ADDRESSING ENVIRONMENTAL AND ECONOMIC CHALLENGES ASSOCIATED WITH DISCHARGES FROM LAKE OKEECHOBEE, AND TO DEVELOP A JOINT STRATEGIC PLAN TO SUCCESSFULLY MEET THOSE CHALLENGES; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

**K. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., FOR THE LEASE AND MAINTENANCE OF A POLICE MOTORCYCLE; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE FOR THIS AGREEMENT; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

Commissioner Dr. Douglas N. Hornsby made a motion to approve the Consent Agenda items as listed above. Vice Mayor Eddie Lim seconded the motion, which was adopted by 4-0 roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Jose R. Alvarez, and Mayor Connie Leon-Kreps all voting Yes. Commissioner Andreana Jackson was absent from the dais.

**8C. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XIII OF THE CODE OF ORDINANCES ENTITLED "GENERAL OFFENSES" BY CREATING CHAPTER 137, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR SEVERABILITY; CONFLICT CODIFICATION; AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Deputy Village Clerk read the Ordinance by caption.

Commissioner Dr. Douglas N. Hornsby moved the item to the floor, and Vice Mayor Eddie Lim seconded the motion.

The Mayor opened the Public Hearing.

Justin Kutcher, Deputy Director of SAVE, 6630 S.W. 64<sup>th</sup> Street, South Miami, Florida, and Kevin Vericker of 7520 Hispanola Avenue addressed the Commission.

There being no further speakers, the Mayor closed the Public Hearing.

The motion to approve the Ordinance on second reading was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Commissioner Jose Alvarez, Vice Mayor Eddie Lim, Mayor Connie Leon-Kreps, and Commissioner Dr. Douglas N. Hornsby all voting Yes.

Mayor Connie Leon-Kreps removed the following items from the Consent Agenda to be discussed separately:

- 6D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXPENDITURE OF \$3,000 FOR ATTENDANCE AT THE L.E.O. AWARDS GALA; AMENDING THE FY 2017 GENERAL OPERATING BUDGET BY TRANSFERRING FUNDS FROM THE GENERAL FUND UNRESERVED FUND BALANCE; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Deputy Village Clerk read the Resolution by title.

The Mayor asked about the funding source for the event.

The Mayor opened the floor to public comments. There being no speakers she closed the floor to public comments.

Mayor Connie Leon-Kreps made a motion to approve the Resolution. Commissioner Andreana Jackson seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Jose R. Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, and Mayor Connie Leon-Kreps all voting Yes.

- 6G. A RESOLUTION OF THE COMMISSION OF NORTH BY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDING BID NO. NBV 2016-004 FOR THE WATER MAIN REHABILITATION PROGRAM TO ROHL NETWORKS, LP; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACTS PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Deputy Village Clerk read the Resolution by title.

Mayor Connie Leon-Kreps pointed out certain deficiencies in the recommendation memorandum from the Evaluation Committee to the Village Manager, regarding ROHL Networks, LP.

The Village Manager discussed his reason for recommending the company and his authority to waive those deficiencies.

The Mayor opened the floor to public comments. There being no speakers, he closed the floor to public comments.

Commissioner Andreana Jackson made a motion to approve the Resolution. Commissioner Jose R. Alvarez seconded the motion, which was adopted by a 3-2 roll call vote. The vote was as follows: Commissioner Dr. Douglas N. Hornsby, Vice Mayor Eddie Lim, and Commissioner Andreana Jackson all voting Yes. Mayor Connie Leon-Kreps and Jose Alvarez voted No.

- J. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING ACQUISITION OF A POLICE WORK DOG FROM THE K-9 KNIGHTS; AUTHORIZING THE TRANSFER OF \$5,980 FROM THE UNRESERVED FUND BALANCE FOR FOOD, VETERINARY CARE, AND BOARDING OF THE POLICE CANINE; AND LEASE OF A SPECIALTY VEHICLE FROM ENTERPRISE FLEET MANAGEMENT, UNDER THE SOLE SOURCE PROVISION, AS PER SECTION 36.25(H)) OF THE VILLAGE CODE; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Deputy Village Clerk read the Resolution by title.

Mayor Connie Leon-Kreps inquired about the availability of funds and personnel for the project.

Mayor Connie Leon-Kreps moved the item to the floor and Commissioner Jose R. Alvarez seconded the motion.



Chief Carlos Noriega explained the demand for visibility of traffic enforcement, particularly on the causeway.

The Mayor opened the floor to public comments.

Reinaldo Trujillo, property owner at 7601 E. Treasure Drive, addressed the Commission.

There being no further 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 Eddie Lim, Commissioner Jose R. Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, and Mayor Connie Leon-Kreps all voting Yes.

- K. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., FOR THE LEASE AND MAINTENANCE OF A POLICE MOTORCYCLE; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE FOR THIS AGREEMENT; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Deputy Village Clerk read the Resolution by title.

Vice Mayor Eddie Lim moved the item to the floor, and Commissioner Jose R. Alvarez seconded the motion.

The Mayor opened the floor to public comments. There being no speakers she closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jose R. Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon-Kreps, and Vice Mayor Eddie Lim all voting Yes.

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

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151, ENTITLED "BUILDINGS" BY AMENDING SECTION 151.11 TO REQUIRE CONDOMINIUM ASSOCIATION APPROVAL FOR WORK PERFORMED INSIDE A CONDOMINIUM UNIT; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Deputy Village Clerk read the Ordinance by caption.

Mayor Connie Leon-Kreps, Village Manager Frank K. Rollason, and Village Attorney Robert made a brief presentation on the item to require a "Condominium Letter of Approval" from condominium unit owners prior to obtaining Building Permits to perform work in their units.

Mayor Connie Leon-Kreps made a motion to approve the Ordinance on first reading, and Commissioner Andreana Jackson seconded the motion.

The Mayor opened the floor to public comments. There being no speakers she closed the floor to public comments.

The motion was adopted by a 3-2 roll call vote. The vote was as follows: Commissioner Jose R. Alvarez, Commissioner Dr. Douglas N. Hornsby, and Mayor Connie Leon-Kreps all voting Yes. Vice Mayor Eddie Lim and Commissioner Andreana Jackson voted No.

**8. PUBLIC HEARINGS ITEMS INCLUDING ORDINANCES FOR SECOND READING**

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 38 OF THE VILLAGE CODE, "CONFLICT OF INTEREST AND CODE OF ETHICS"; BY CREATING SECTION 38.40 ENTITLED "HONOR CODE FOR ELECTED AND APPOINTED VILLAGE OFFICIALS AND VILLAGE EMPLOYEES"; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Deputy Village Clerk read the Ordinance by title.

Commissioner Dr. Douglas N. Hornsby made a motion to approve the Ordinance on first reading, and Mayor Connie Leon-Kreps seconded the motion.

Mayor Connie Leon-Kreps opened the Public Hearing.

Kevin Vericker, of 7520 Hispanola Avenue, addressed the Commission.

There being no other speakers, the Mayor closed the Public Hearing.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Jose R. Alvarez, Commissioner Andreana Jackson, and Commissioner Dr. Douglas N. Hornsby all voting Yes.

Commissioner Andreana Jackson suggested that the "New Oath" be administered at this meeting. The Mayor asked that the "Oath of Office" be placed on the next agenda.

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, SECTION 32.30 OF THE VILLAGE CODE, BY ALLOWING VILLAGE COMMISSIONERS TO SERVE AS EX OFFICIO MEMBERS OF THE PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Deputy Village Clerk read the Ordinance by title.

Mayor Connie Leon-Kreps made a motion to approve the Ordinance on first reading, and Commissioner Jose R. Alvarez seconded the motion.

The Mayor opened the Public Hearing. There being no speakers, she closed the Public Hearing.

The vote was as follows: Vice Mayor Eddie Lim, Commissioner Jose R. Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, and Mayor Connie Leon-Kreps all voting Yes.

**9. UNFINISHED BUSINESS**

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE COMMISSION MEETING AND AGENDA PROCEDURES PERTAINING TO THE ORDER OF THE AGENDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Deputy Village Clerk read the Resolution by title.

Mayor Connie Leon-Kreps made a motion to approve the Resolution as amended as follows:

1. Combine the Village Manager's Report with the Public Safety Report/Finance Report
2. Move Commissioners' Report after Advisory Board Reports.

Commissioner Douglas N. Hornsby seconded the motion.

The Mayor opened the floor to public comments.

Gudrin Volker, of 7517 Cutlass Avenue, addressed the Commission.

There being no other 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 Eddie Lim, Commissioner Jose R. Alvarez, Commissioner Andreama Jackson, Commissioner Dr. Douglas N. Hornsby, and Mayor Connie Leon-Kreps all voting Yes.

Discussion took place regarding the Commission Meeting Agenda not being provided to the Commission five business days before the meeting, as required by the regulations.

**10. NEW BUSINESS**

**A. DISCUSSION REGARDING TOWING CONTRACTS (*Mayor Connie Leon-Kreps*)**

The Mayor expressed concern that the list of contracts provided to her did not include contracts for the towing companies. The Manager explained that there was an RFP and the contracts had been approved by the Commission, but they were not executed.

**B. DISCUSSION REGARDING BIDS/CONTRACTS/AGREEMENTS (*Mayor Connie Leon-Kreps*)**

The Mayor brought to the attention of the administration that the contract list that was provided to her was missing information and contained expired contracts.

**C. DISCUSSION REGARDING ZUMBA CLASS (*Mayor Connie Leon-Kreps*)**

The matter of Zumba for the residents being held on Village property was discussed. Issues were raised that the Village Code only allowed non-profit organizations to use the Village facilities; that a Business Plan was necessary to address staffing concerns when classes are held on Saturdays; whether there would be a fee charged; whether the Village would subsidize the classes; funding, etc. The Village Attorney will conduct research on how other municipalities handle similar programs, and modify the current language of the Code to allow for the use of Village Facilities for activities for the residents, such as Zumba and Tai Chi; and provide at the next meeting.

**D. ACTIVE DESIGN MIAMI**

Commissioner Andreana Jackson made a motion for the Village Planner to analyze the design policy strategies for healthier communities with strategies for new development within the Village, and Vice Mayor Eddie Lim seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jose R. Alvarez, Vice Mayor Eddie Lim, Mayor Connie Leon-Kreps, Commissioner Dr. Douglas N. Hornsby, and Commissioner Andreana Jackson all voting Yes.

**11. PUBLIC SAFETY DISCUSSION**

Chief Carlos Noriega reported on public safety issues and other police matters.

**12. COMMISSIONERS' REPORTS**

Mayor Connie Leon-Kreps provided a verbal report. She discussed issues that she felt were not addressed satisfactorily by the Village Administration, and made a motion requesting a Special Commission Meeting for the week of March 27, 2017 to discuss the "Village Administration". Commissioner Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments.

Mitch Edelstein, of 7524 Adventure Avenue, addressed the Commission.

The Mayor closed the floor to public comments.

The motion failed 4-1. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Jose Alvarez, Commissioner Andreana Jackson, and Commissioner Dr. Douglas N. Hornsby all voting No. Mayor Connie Leon-Kreps voted Yes.

Vice Mayor Eddie Lim and Commissioner Andreana Jackson also provided verbal reports.

Mayor Connie Leon-Kreps made a motion to extend the meeting to 12:30 a.m. Commissioner Andreana Jackson seconded the motion, and all voted in favor.

**13. VILLAGE ATTORNEY'S REPORT**

The Village Attorney Robert L. Switkes provided a verbal report.

14. **VILLAGE MANAGER'S REPORT**

The Village Manager addressed comments made by the Mayor in her report of residents flood insurance increasing, due to the Village not participating in the FEMA program that allows residents to receive discounts. He discussed that the matter was being addressed; issues with seawall repairs; and reported that he was researching the matter through CAP Government, Village Building Department, to find out why the Village did not meet the criteria.

At the request of the Village Manager, Mayor Connie Leon-Kreps made a motion for the Village to pay \$100 towards the cost to use the air-conditioning (after regular hours) for the Optimist Club to hold their annual oratory contest in the Village Chambers in April. Commissioner Dr. Douglas N. Hornsby seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Jose R. Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, and Mayor Connie Leon-Kreps all voting Yes.

The Village Manager informed the Commission of that the Baywalk Plaza Project will be commencing, and the east lane of East Treasure Drive between entrance to Grand View Palace and the Causeway as well as the east sidewalk in the same area would be closed for approximately five months to allow for construction.

At the request of the Village Manger, Mayor Connie Leon-Kreps made a motion authorizing the Village Manager to put out an RFQ (Request for Qualifications) for a Financial Advisor to prepare a financial picture of the Village with the capital projects. Commissioner Andreana Jackson seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Jose R. Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, and Mayor Connie Leon-Kreps all voting Yes.

The Village Manager spoke of his willingness to work with the Mayor to improve their working relationship and his commitment to the professionalism of the staff. He stated his intent to respond to the issues that she raised regarding the administration.

He explained the circumstances relating to the Lead and Copper Testing letter that the Mayor referred to, with the water quality not in compliance by the Health Department. The Manager informed the Commission that he is working to fix the problem, and that the Health Department had subsequently confirmed that there were no health problems with the water in the Village.

The Mayor opened the floor to public comments.

Sissy Shute, of 1353 Bay Terrace, addressed the Commission regarding comments made by the Mayor in her report.

The Mayor closed the floor to public comments.

**15. FINANCE REPORT**

The Mayor requested that Finance Report be included in the Agenda Package.

Mayor Connie Leon-Kreps made a motion to extend the meeting to 12:45 a.m. Vice Mayor Eddie Lim seconded the motion, and all voted in favor.

The Finance Director Bert Wrains discussed the Financial Status of the Village as of March 31, 2017.

At this time Mayor Connie Leon-Kreps made a motion to extend the meeting to 12:30 a.m. Vice Mayor Eddie Lim seconded the motion, and all voted in favor.

**16. APPROVAL OF MINUTES – COMMISSION MEETINGS**

- A. VILLAGE COMMISSION WORKSHOP – JANUARY 24, 2017**
- B. REGULAR COMMISSION MEETING – FEBRUARY 14, 2017**

Commissioner Dr. Douglas N. Hornsby made a motion to approve the Minutes as submitted. Vice Mayor Eddie Lim seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Jose R. Alvarez, Commissioner Andreana Jackson, and Commissioner Dr. Douglas N. Hornsby all voting Yes.

**17. ADJOURNMENT**

The meeting adjourned at 12:30 a.m.

Prepared by: Yvonne P. Hamilton  
Village Clerk

Adopted by North Bay Village on

this \_\_\_\_\_ day of May 2017.

*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.)



## 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, FEBRUARY 28, 2017**  
**7:30 P.M.**

#### 1. **CALL TO ORDER**

The meeting was called to order at 7:47 p.m.

#### **PLEDGE OF ALLEGIANCE**

Resident Alvin Blake led the Pledge of Allegiance to the Flag.

#### **ROLL CALL**

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

Also Present:

Village Manager Frank K. Rollason  
Village Attorney Robert L. Switkes  
Finance Director Bert Wrains  
Chief Carlos Noriega  
Village Clerk Yvonne P. Hamilton

The Village Attorney Robert L. Switkes advised on the conduct of the proceedings, pursuant to Section 29 of the Village Code, Quasi Judicial Hearings.



Mayor Connie Leon-Kreps disclosed that she received a call from Mitch Edelstein regarding Item 2H.

Commissioner Dr. Douglas N. Hornsby disclosed a meeting with Reinaldo Trujillo and Mitch Edelstein; his discussion of a petition against the request with Kokoa Woodget; and conversation with Alvin Blake regarding Item 4H.

Commissioner Andreana Jackson disclosed speaking with counsel for the applicant, Graham Penn, meeting with Mitch Edelstein, and receiving calls from Ken DeLoreto and Ritch Holben pertaining to Item 4H.

Vice Mayor Eddie Lim disclosed that he had been introduced to the developer for the project under Item 4H last year at an event held by Julie's Realty.

The Village Attorney swore in all those individuals who testified on these quasi judicial hearings.

2. **PUBLIC HEARINGS (QUASI-JUDICIAL):** Please be advised that the following items are quasi-judicial in nature. If you wish to object or comment upon any of these 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 staff 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 SOPHIA LIMA FOR A VARIANCE PURSUANT TO SECTION 152.097 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO PERMIT A 2.5 FOOT REAR YARD SETBACK FOR THE CONSTRUCTION OF AN ABOVE-GROUND SWIMMING POOL AND WOOD POOL DECK AT 7505 WEST TREASURE DRIVE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

The Village Planner, Jim LaRue, of LaRue Planning & Management Services, Inc., discussed the Staff Report and informed the Commission that the criteria for granting the Variance had not been met, pursuant to Section 152.097, which he read into the record. He also noted that the Planning & Zoning Board recommended, by a 5-0 vote, that the request be denied.

Village Attorney Robert L. Switkes advised the Commission that a four-fifth vote was required to pass the request, pursuant to Section 152.102(C) of the Village Code because of the unanimous recommendation from the Planning & Zoning Board to deny the request.

The property owners and applicants Sophia Lima and Barbara Marquet addressed the Commission requesting approval of the request.

The Code Enforcement Officer Maurice Murray explained the status of the property with the swimming pool that was constructed without a Building Permit and the status of the Short Term Vacation Rental status of the property.

There were no comments in favor of the request.

Mike Huzar, of 1441 South Treasure Drive, addressed the Commission in opposition to the request.

Jane Blake, of 7601 Coquina Drive, addressed the Commission in opposition to the above-ground pool and pool deck.

The Mayor closed the Public Hearing.

Commissioner Andreana Jackson made a motion to deny the request for a variance to permit the above-ground swimming pool. Commissioner Dr. Douglas N. Hornsby seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jose R. Alvarez, Vice Mayor Eddie Lim, Mayor Connie Leon-Kreps, Commissioner Dr. Douglas N. Hornsby, and Commissioner Andreana Jackson all voting Yes, to deny the request.

Mayor Connie Leon-Kreps moved to hear Item 2H next on the agenda. Vice Mayor Eddie Lim seconded the motion, and all voted in favor.

**H. AN APPLICATION BY P&O GLOBAL TECHNOLOGIES, INC. CONCERNING PROPERTY LOCATED AT 7914-7918 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING: (FIRST PUBLIC HEARING)**

- 1. AN AMENDMENT TO THE NORTH BAY VILLAGE COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT BY CREATING POLICY 2.1.14 TO PERMIT TRANSFER OF DENSITY IN THE RM-70 ZONING DISTRICT, VOGEL PARK; TRANSFERRING UP TO 36 RESIDENTIAL DWELLING UNITS FROM DR. PAUL VOGEL PARK TO SITES THAT HAVE BEEN DETERMINED BY THE NORTH BAY VILLAGE COMMISSION TO PROVIDE MEANINGFUL PUBLIC BENEFIT; PROVIDING THAT SITE DENSITY ALLOWED**

**SHALL NOT EXCEED 100 RESIDENTIAL DWELLING UNITS PER ACRE.**

2. **AN AMENDMENT TO THE NORTH BAY VILLAGE LAND DEVELOPMENT CODE, CHAPTER 152, CREATING THE PUBLIC SPACE AND PARKING ENHANCEMENT OVERLAY; PERMITTING ADDITIONAL HEIGHT; REDUCED SIDE SETBACKS; AND TRANSFER OF DENSITY FROM VILLAGE OWNED PROPERTIES TO PRIVATE DEVELOPMENTS THAT PROVIDE MEANINGFUL PUBLIC BENEFITS.**
3. **AN AMENDMENT TO THE NORTH BAY VILLAGE LAND DEVELOPMENT CODE, AMENDING SECTIONS 5.2.2, 152.003, 152.042, 155.17, TO ALLOW FOR REVISED PARKING LOT DESIGN DIMENSIONS, TO ALLOW FOR MECHANICAL PARKING LIFT SPACES TO COUNT TOWARD THE REQUIRED NUMBER OF PARKING SPACES, AND TO PROVIDE SAFETY STANDARDS FOR MECHANICAL PARKING LIFTS.**

The Village Clerk read the requests into the record.

The Village Planner, Jim LaRue, of LaRue Planning & Management Services, Inc., presented the Staff Report, and described the requests for an amendment to the Comprehensive Plan; changes to the Land Development Regulations to create a particular Zoning District; and to allow parking arrangement for valet parking with parking lifts.

Mr. LaRue noted that the Planning & Zoning Board had recommended approval of the requests by a vote of 3-2 at the February 7, 2017 meeting.

Counsel for the applicant, Graham Penn, of Bercow Radell Fernandez & Larkin, 200 S. Biscayne Boulevard, Suite 850, Miami, FL 33131, presented the requests to the Commission.

The architect for the project, Juan Azalea, explained the design of the project.

The Mayor opened the Public Hearing.

Ritch Holben, of 7929 West Drive, Ken DeLoreto, of 7929 West Drive, Thes Meraz, of 7933 West Drive, Al Coletta, of 7904 West Drive, Linda Tarr, of 7901 Hispanola Avenue, Robert Laurence, of 8010 East Drive, David Tarr, of 7901 Hispanola Avenue, Gustavo Farfan, of 2881 Collins Avenue, Oliver Pfeffer, of 7610 Miami View Drive, Jane Blake of 7601 Coquina Drive, Alexandra Ciloc, Robert Alvarez, of 7529 Buccaneer Avenue, Kokoa Woodget, of 7925 West Drive, Julie Sidorevskaya, of 7901 Hispanola Avenue, Joe Razim, of 7810 Miami View Drive, Ana Watson, of 7945 East Drive, Esther Razim, of 7810 Miami View Drive, and Giovanni, of 7928 West Drive addressed the Commission.

The Mayor closed the Public Hearing.

Reinaldo Trujillo, Lobbyist for the project, addressed the Commission.

Graham Penn discussed the benefits of the project and requested that the Commission approve the request.

Sandra Gomez, Traffic Engineer for the project, addressed the Commission.

Commissioner Andreana Jackson made a motion to approve the requests; and there was no second to the motion.

Commissioner Dr. Douglas N. Hornsby made a motion to defer the matter to allow the applicant to provide an Impact Analysis, a Shadow Study, Seawall Percolation Test, and a Traffic Study to the Commission. Vice Mayor Eddie Lim seconded the motion, which was adopted by a 3-2 roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Andreana Jackson, and Commissioner Dr. Douglas N. Hornsby all voting Yes. Mayor Connie Leon-Kreps and Commissioner Jose R. Alvarez voted No.

**B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING CONSTRUCTION OF A NEW DOCK AT 1620 SOUTH TREASURE DRIVE; GRANTING A WAIVER PURSUANT TO SECTION 150.11(G) OF THE VILLAGE CODE OF ORDINANCES, FOR THE CONSTRUCTION OF MOORING PILES, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

Ben Smith, of LaRue Planning & Management Services, Inc., Village Planner, presented the Staff Report recommending approval of the request with the following conditions:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.

2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
3. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issue of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Robert Rossi, of Southern Marine Construction, addressed the Commission on behalf of the applicant. He accepted the conditions of approval.

The Mayor opened the Public Hearing. There being no speakers, she closed the Public Hearing.

Commissioner Dr. Douglas N. Hornsby made a motion to approve the request with the conditions set forth above. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Jose R. Alvarez, Commissioner Andreana Jackson, and Commissioner Dr. Douglas N. Hornsby all voting Yes.

Items 2C, 2D, 2E, and 2F were heard simultaneously.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE, IN SLIP B48, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE, IN SLIP B59, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**
- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE, IN SLIP C100, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**
- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF BOARDING PLATFORMS ON EXISTING BOAT LIFTS IN SLIPS B40, B46, B86, B87, B88, C107, C100, AND B60 AT THE GRANDVIEW PALACE MARINA AT 7601 EAST TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FOR FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the requests into the record.

Ben Smith, of LaRue Planning & Management Services, Inc., presented the Staff report on Items 2C, 2D, 2E, and 2F recommending approval with the conditions listed below:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

3. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

The Mayor opened the Public Hearing.

Kirk Lofgren, of Ocean Marine, representative for the projects accepted the conditions of approval referenced above, including a sixth one to add reflective tape on the outer boatlifts.

The Mayor closed the Public Hearing.

Commissioner Dr. Douglas N. Hornsby made a motion to approve the requests (Items 2C, 2D, 2E, and 2F) with the six conditions outlined above. Commissioner Andreana Jackson seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Jose R. Alvarez, Commissioner Andreana Jackson, and Commissioner Dr. Douglas N. Hornsby all voting Yes.

**G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY 1755 NBV, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO OPERATE A TEMPORARY COMMERCIAL PARKING LOT AT 1755 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

Village Manager Frank K. Rollason, Code Enforcement Officer Maurice Murray, and Village Attorney Robert L. Switkes explained the request to the Commission outlining the availability of plans to repair the seawall to avoid further damage; the Special Master Order for the property owner to submit plans for permanent repairs; the Business Tax Receipt for the Parking Lot operation due to expire in March; and appropriate extension of the Special Use Exception to allow the Parking Lot to operate until the next Special Master Hearing.

The Mayor opened the floor to public comments.

Franco Barbagallo, representative for the applicant, 1755 NBV LLC, 1870 N.W. South River Drive, Miami, FL 33125 addressed the Commission.

Commissioner Andreana Jackson made a motion to approve the request with the following conditions:

1. This approval is only valid for 18 months. Commission may grant a renewal if requested by applicant.
2. This approval will no longer be valid once a building permit is issued for construction of any structures on this property.
3. The patrons of this parking lot shall only be from businesses within 300 feet of the applicant's lot.
4. Applicant must maintain the seawall at the subject property in accordance with Village Code Section 150.13. Additionally, approval is granted contingent upon satisfying the Special Master at the March 30, 2017 hearing that remedial site work, including seawall work and erosion maintenance, is completed to the satisfaction of the Village.
5. Applicant must maintain striping of the parking lot in accordance with the requirements of the North Bay Village Code Enforcement Officer and/or Village Manager.
6. Applicant must maintain a BTR for operation of the proposed commercial parking lot. The BTR application shall meet applicable Village standards, and written agreements shall be provided by applicant for the businesses to whom the parking is being provided.



7. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy 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.
8. Approval of this special use exception 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 approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.
9. All applicable state and federal permits must be obtained before commencement of construction.
10. This Special Use Exception can be revoked by the Village for any reason at any time during this 18-month period.

Commissioner Dr. Douglas N. Hornsby seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Jose R. Alvarez, and Commissioner Andrea Jackson all voting Yes.

**I. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, REPEALING ALL CHAPTERS OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING CHAPTER 1 GENERAL PROVISIONS, CHAPTER 2 ADMINISTRATIVE AND LEGISLATIVE PROCEDURES, CHAPTER 3 LAND USE, CHAPTER 4 CONSISTENCY AND CONCURRENCY DETERMINATIONS, CHAPTER 5 DESIGN STANDARDS AND CHAPTER 6 FLOOD DAMAGE PREVENTION; REPEALING APPENDICES OF THE VILLAGE CONSOLIDATED LAND DEVELOPMENT REGULATIONS INCLUDING APPENDIX A APPLICATIONS, APPENDIX B BUILDING PERMIT APPLICATION, APPENDIX C DEPARTMENT OF COMMUNITY AFFAIRS LETTER, APPENDIX D SHORELINE REVIEW CHECKLIST AND QUESTIONNAIRE, APPENDIX E CLASS I COASTAL CONSTRUCTION PERMIT APPLICATION, APPENDIX H FLOOD CONTROL; REPEALING LAND DEVELOPMENT CODE COMPARATIVE TABLE OF ORDINANCES, REPEALING CHAPTERS OF THE VILLAGE CODE OF ORDINANCES INCLUDING CHAPTER 152 ZONING AND CHAPTER 155 DESIGN GUIDELINE STANDARDS; REPEALING**

**APPENDIX B OF THE VILLAGE CODE OF ORDINANCES ENTITLED SIGN ILLUSTRATION; ADOPTING A NEW UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER 1 GENERAL, CHAPTER 2 RELATIONSHIP TO THE COMPREHENSIVE PLAN, CHAPTER 3 DEFINITIONS, CHAPTER 4 ADMINISTRATION AND ENFORCEMENT, CHAPTER 5 PERMITS AND DEVELOPMENT APPROVALS, CHAPTER 6 NONCONFORMITIES, CHAPTER 7 VARIANCES, CHAPTER 8 ZONING, CHAPTER 9 GENERAL SITE DESIGN STANDARDS, CHAPTER 10 FLOOD DAMAGE PREVENTION, CHAPTER 11 SIGNS, CHAPTER 12 ADULT ENTERTAINMENT, CHAPTER 13 VACATION RENTAL LICENSE PROGRAM, CHAPTER 14 MARIJUANA DISPENSARIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (FIRST READING)**

Mayor Connie Leon-Kreps made a motion to defer Item 2I. Commissioner Andreana Jackson seconded the motion, and all voted in favor.

**3. ADJOURNMENT**

The meeting adjourned at 9:35 p.m.

Prepared by: Yvonne P. Hamilton  
Village Clerk

Adopted by North Bay Village on

this \_\_\_\_\_ day of May 2017.

*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.)

# **MONTHLY STAT REPORTS**



North Bay Village, FL

# MAY 2017 ALL FUNDS MONTHLY BUDGET REPORT

## Group Summary

For Fiscal: 2016-2017 Period Ending: 05/31/2017

Department;RevCategor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 001 - GENERAL</b>							
<b>Revenue</b>							
31 - Taxes	5,302,653.00	5,302,653.00	212,195.69	4,768,414.09	0.00	-534,238.91	10.07 %
32 - Licenses, Fees & Permits	461,000.00	461,000.00	32,645.61	205,407.81	0.00	-255,592.19	55.44 %
33 - Intergovernmental Revenues	859,000.00	859,000.00	72,040.40	503,027.51	0.00	-355,972.49	41.44 %
34 - Charges for Services	91,680.00	91,680.00	10,800.87	53,225.97	0.00	-38,454.03	41.94 %
35 - Fines & Forfeits	97,000.00	97,000.00	14,916.16	115,585.31	0.00	18,585.31	19.16 %
36 - Miscellaneous Revenues	81,500.00	81,500.00	22,644.12	117,563.97	0.00	36,063.97	44.25 %
38 - Other Sources & Transfers In	790,443.00	838,443.00	65,869.75	526,958.00	0.00	-311,485.00	37.15 %
<b>Revenue Total:</b>	<b>7,683,276.00</b>	<b>7,731,276.00</b>	<b>431,112.60</b>	<b>6,290,182.66</b>	<b>0.00</b>	<b>-1,441,093.34</b>	<b>18.64 %</b>
<b>Expense</b>							
511 - LEGISLATIVE	66,083.00	66,083.00	3,075.38	35,496.22	0.00	30,586.78	46.29 %
512 - EXECUTIVE	714,956.00	714,956.00	56,997.01	441,770.89	0.00	273,185.11	38.21 %
513 - FINANCIAL AND ADMINISTRATIVE	443,722.00	443,722.00	34,629.72	274,231.39	400.00	169,090.61	38.11 %
514 - LEGAL COUNSEL	204,000.00	204,000.00	10,997.50	142,186.50	40,000.00	21,813.50	10.69 %
519 - OTHER GENERAL GOVERNMENTAL SERVICES	1,116,060.00	1,161,060.00	70,234.80	848,772.80	48,464.53	263,822.67	22.72 %
521 - LAW ENFORCEMENT	4,901,355.00	4,894,355.01	338,440.16	2,906,527.65	73,078.88	1,914,748.48	39.12 %
574 - SPECIAL EVENTS	237,100.00	247,100.00	45,135.87	184,782.47	0.00	62,317.53	25.22 %
<b>Expense Total:</b>	<b>7,683,276.00</b>	<b>7,731,276.01</b>	<b>559,510.44</b>	<b>4,833,767.92</b>	<b>161,943.41</b>	<b>2,735,564.68</b>	<b>35.38 %</b>
<b>Fund: 001 - GENERAL Surplus (Deficit):</b>	<b>0.00</b>	<b>-0.01</b>	<b>-128,397.84</b>	<b>1,456,414.74</b>	<b>-161,943.41</b>	<b>1,294,471.34</b>	<b>13,400.00 %</b>
<b>Fund: 105 - STATE FORFEITURES</b>							
<b>Revenue</b>							
36 - Miscellaneous Revenues	0.00	0.00	0.00	1,344.75	0.00	1,344.75	0.00 %
<b>Revenue Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,344.75</b>	<b>0.00</b>	<b>1,344.75</b>	<b>0.00 %</b>
<b>Expense</b>							
521 - LAW ENFORCEMENT	0.00	0.00	0.00	43,686.00	20,444.91	-64,130.91	0.00 %
<b>Expense Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>43,686.00</b>	<b>20,444.91</b>	<b>-64,130.91</b>	<b>0.00 %</b>
<b>Fund: 105 - STATE FORFEITURES Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-42,341.25</b>	<b>-20,444.91</b>	<b>-62,786.16</b>	<b>0.00 %</b>
<b>Fund: 107 - FEDERAL FORFEITURES</b>							
<b>Revenue</b>							
35 - Fines & Forfeits	0.00	0.00	0.00	300,192.27	0.00	300,192.27	0.00 %
36 - Miscellaneous Revenues	0.00	0.00	3,445.20	28,329.67	0.00	28,329.67	0.00 %
<b>Revenue Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>3,445.20</b>	<b>328,521.94</b>	<b>0.00</b>	<b>328,521.94</b>	<b>0.00 %</b>

MAY 2017 ALL FUNDS MONTHLY BUDGET REPORT

For Fiscal: 2016-2017 Period Ending: 05/31/2017

Department;RevCategor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense</b>							
521 - LAW ENFORCEMENT	417,775.00	417,775.00	33,486.00	314,488.14	400.00	102,886.86	24.63 %
<b>Expense Total:</b>	<b>417,775.00</b>	<b>417,775.00</b>	<b>33,486.00</b>	<b>314,488.14</b>	<b>400.00</b>	<b>102,886.86</b>	<b>24.63 %</b>
<b>Fund: 107 - FEDERAL FORFEITURES Surplus (Deficit):</b>	<b>-417,775.00</b>	<b>-417,775.00</b>	<b>-30,040.80</b>	<b>14,033.80</b>	<b>-400.00</b>	<b>431,408.80</b>	<b>103.26 %</b>
<b>Fund: 110 - PARKS IMPROVEMENT FUND</b>							
<b>Revenue</b>							
32 - Licenses, Fees & Permits	0.00	0.00	4,067.82	4,067.82	0.00	4,067.82	0.00 %
<b>Revenue Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>4,067.82</b>	<b>4,067.82</b>	<b>0.00</b>	<b>4,067.82</b>	<b>0.00 %</b>
<b>Expense</b>							
572 - PARKS AND RECREATION	0.00	0.00	32,331.80	85,431.35	5,600.00	-91,031.35	0.00 %
<b>Expense Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>32,331.80</b>	<b>85,431.35</b>	<b>5,600.00</b>	<b>-91,031.35</b>	<b>0.00 %</b>
<b>Fund: 110 - PARKS IMPROVEMENT FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-28,263.98</b>	<b>-81,363.53</b>	<b>-5,600.00</b>	<b>-86,963.53</b>	<b>0.00 %</b>
<b>Fund: 111 - BUILDING FEES FUND</b>							
<b>Revenue</b>							
32 - Licenses, Fees & Permits	570,000.00	570,000.00	36,084.66	316,382.79	0.00	-253,617.21	44.49 %
36 - Miscellaneous Revenues	4,764.00	4,764.00	4,504.50	21,493.30	0.00	16,729.30	-351.16 %
<b>Revenue Surplus (Deficit):</b>	<b>574,764.00</b>	<b>574,764.00</b>	<b>40,589.16</b>	<b>337,876.09</b>	<b>0.00</b>	<b>-236,887.91</b>	<b>41.21 %</b>
<b>Expense</b>							
524 - PROTECTIVE INSPECTIONS	574,764.00	574,764.00	29,862.94	263,644.80	95,414.37	215,704.83	37.53 %
<b>Expense Total:</b>	<b>574,764.00</b>	<b>574,764.00</b>	<b>29,862.94</b>	<b>263,644.80</b>	<b>95,414.37</b>	<b>215,704.83</b>	<b>37.53 %</b>
<b>Fund: 111 - BUILDING FEES FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>10,726.22</b>	<b>74,231.29</b>	<b>-95,414.37</b>	<b>-21,183.08</b>	<b>0.00 %</b>
<b>Fund: 112 - STREET MAINTENANCE FUND</b>							
<b>Revenue</b>							
31 - Taxes	124,000.00	124,000.00	10,715.24	69,793.43	0.00	-54,206.57	43.71 %
33 - Intergovernmental Revenues	56,808.00	56,808.00	4,505.36	36,042.88	0.00	-20,765.12	36.55 %
34 - Charges for Services	2,833.00	2,833.00	0.00	1,417.03	0.00	-1,415.97	49.98 %
36 - Miscellaneous Revenues	2,000.00	2,000.00	425.00	7,583.75	0.00	5,583.75	-279.19 %
38 - Other Sources & Transfers In	179,610.00	179,610.00	14,966.83	119,734.64	0.00	-59,875.36	33.34 %
<b>Revenue Surplus (Deficit):</b>	<b>365,251.00</b>	<b>365,251.00</b>	<b>30,612.43</b>	<b>234,571.73</b>	<b>0.00</b>	<b>-130,679.27</b>	<b>35.78 %</b>
<b>Expense</b>							
541 - ROADS AND STREET FACILITIES	365,251.00	365,251.00	32,041.84	226,914.99	24,685.00	113,651.01	31.12 %
<b>Expense Total:</b>	<b>365,251.00</b>	<b>365,251.00</b>	<b>32,041.84</b>	<b>226,914.99</b>	<b>24,685.00</b>	<b>113,651.01</b>	<b>31.12 %</b>
<b>Fund: 112 - STREET MAINTENANCE FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,429.41</b>	<b>7,656.74</b>	<b>-24,685.00</b>	<b>-17,028.26</b>	<b>0.00 %</b>
<b>Fund: 114 - AFTER SCHOOL SUMMER CAMP</b>							
<b>Revenue</b>							
33 - Intergovernmental Revenues	169,252.00	169,252.00	0.00	58,810.65	0.00	-110,441.35	65.25 %
38 - Other Sources & Transfers In	6,428.00	6,428.00	535.00	4,280.00	0.00	-2,148.00	33.42 %
<b>Revenue Surplus (Deficit):</b>	<b>175,680.00</b>	<b>175,680.00</b>	<b>535.00</b>	<b>63,090.65</b>	<b>0.00</b>	<b>-112,589.35</b>	<b>64.09 %</b>

MAY 2017 ALL FUNDS MONTHLY BUDGET REPORT

For Fiscal: 2016-2017 Period Ending: 05/31/2017

Department;RevCategor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense</b>							
572 - PARKS AND RECREATION	175,680.00	175,680.00	16,854.19	86,947.72	0.00	88,732.28	50.51 %
<b>Expense Total:</b>	<b>175,680.00</b>	<b>175,680.00</b>	<b>16,854.19</b>	<b>86,947.72</b>	<b>0.00</b>	<b>88,732.28</b>	<b>50.51 %</b>
<b>Fund: 114 - AFTER SCHOOL SUMMER CAMP Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-16,319.19</b>	<b>-23,857.07</b>	<b>0.00</b>	<b>-23,857.07</b>	<b>0.00 %</b>
<b>Fund: 115 - TRANSPORTATION FUND</b>							
<b>Revenue</b>							
31 - Taxes	320,000.00	320,000.00	0.00	113,924.00	0.00	-206,076.00	64.40 %
36 - Miscellaneous Revenues	2,000.00	2,000.00	0.00	0.00	0.00	-2,000.00	100.00 %
38 - Other Sources & Transfers In	898,990.00	898,990.00	4,604.00	36,832.00	0.00	-862,158.00	95.90 %
<b>Revenue Surplus (Deficit):</b>	<b>1,220,990.00</b>	<b>1,220,990.00</b>	<b>4,604.00</b>	<b>150,756.00</b>	<b>0.00</b>	<b>-1,070,234.00</b>	<b>87.65 %</b>
<b>Expense</b>							
541 - ROADS AND STREET FACILITIES	1,220,990.00	1,220,990.00	10,433.43	85,151.29	0.00	1,135,838.71	93.03 %
<b>Expense Total:</b>	<b>1,220,990.00</b>	<b>1,220,990.00</b>	<b>10,433.43</b>	<b>85,151.29</b>	<b>0.00</b>	<b>1,135,838.71</b>	<b>93.03 %</b>
<b>Fund: 115 - TRANSPORTATION FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-5,829.43</b>	<b>65,604.71</b>	<b>0.00</b>	<b>65,604.71</b>	<b>0.00 %</b>
<b>Fund: 116 - POLICE IMPROVEMENTS FUND</b>							
<b>Revenue</b>							
32 - Licenses, Fees & Permits	0.00	0.00	1,744.28	1,744.28	0.00	1,744.28	0.00 %
<b>Revenue Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>1,744.28</b>	<b>1,744.28</b>	<b>0.00</b>	<b>1,744.28</b>	<b>0.00 %</b>
<b>Expense</b>							
521 - LAW ENFORCEMENT	3,462.00	3,462.00	0.00	3,055.48	0.00	406.52	11.74 %
<b>Expense Total:</b>	<b>3,462.00</b>	<b>3,462.00</b>	<b>0.00</b>	<b>3,055.48</b>	<b>0.00</b>	<b>406.52</b>	<b>11.74 %</b>
<b>Fund: 116 - POLICE IMPROVEMENTS FUND Surplus (Deficit):</b>	<b>-3,462.00</b>	<b>-3,462.00</b>	<b>1,744.28</b>	<b>-1,311.20</b>	<b>0.00</b>	<b>2,150.80</b>	<b>62.13 %</b>
<b>Fund: 250 - DEBT SERVICE</b>							
<b>Revenue</b>							
31 - Taxes	648,059.00	648,059.00	0.00	599,684.27	0.00	-48,374.73	7.46 %
<b>Revenue Surplus (Deficit):</b>	<b>648,059.00</b>	<b>648,059.00</b>	<b>0.00</b>	<b>599,684.27</b>	<b>0.00</b>	<b>-48,374.73</b>	<b>7.46 %</b>
<b>Expense</b>							
517 - DEBT SERVICE PAYMENTS	648,059.00	648,059.00	431,612.94	648,048.03	0.00	10.97	0.00 %
<b>Expense Total:</b>	<b>648,059.00</b>	<b>648,059.00</b>	<b>431,612.94</b>	<b>648,048.03</b>	<b>0.00</b>	<b>10.97</b>	<b>0.00 %</b>
<b>Fund: 250 - DEBT SERVICE Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-431,612.94</b>	<b>-48,363.76</b>	<b>0.00</b>	<b>-48,363.76</b>	<b>0.00 %</b>
<b>Fund: 325 - CAPITAL PROJECTS FUND</b>							
<b>Revenue</b>							
33 - Intergovernmental Revenues	100,000.00	100,000.00	0.00	0.00	0.00	-100,000.00	100.00 %
36 - Miscellaneous Revenues	0.00	0.00	0.00	47,925.80	0.00	47,925.80	0.00 %
38 - Other Sources & Transfers In	1,281,000.00	1,281,000.00	0.00	0.00	0.00	-1,281,000.00	100.00 %
<b>Revenue Surplus (Deficit):</b>	<b>1,381,000.00</b>	<b>1,381,000.00</b>	<b>0.00</b>	<b>47,925.80</b>	<b>0.00</b>	<b>-1,333,074.20</b>	<b>96.53 %</b>
<b>Expense</b>							
572 - PARKS AND RECREATION	61,000.00	61,000.00	0.00	0.00	0.00	61,000.00	100.00 %

MAY 2017 ALL FUNDS MONTHLY BUDGET REPORT

For Fiscal: 2016-2017 Period Ending: 05/31/2017

Department;RevCategor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
630 - CAPITAL PROJECTS	1,320,000.00	1,320,000.00	39,825.00	73,348.31	5,800.00	1,240,851.69	94.00 %
<b>Expense Total:</b>	<b>1,381,000.00</b>	<b>1,381,000.00</b>	<b>39,825.00</b>	<b>73,348.31</b>	<b>5,800.00</b>	<b>1,301,851.69</b>	<b>94.27 %</b>
<b>Fund: 325 - CAPITAL PROJECTS FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-39,825.00</b>	<b>-25,422.51</b>	<b>-5,800.00</b>	<b>-31,222.51</b>	<b>0.00 %</b>
<b>Fund: 360 - WATER IMPROVEMENTS TRUST</b>							
<b>Revenue</b>							
38 - Other Sources & Transfers In	9,100,000.00	9,100,000.00	0.00	0.00	0.00	-9,100,000.00	100.00 %
<b>Revenue Surplus (Deficit):</b>	<b>9,100,000.00</b>	<b>9,100,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-9,100,000.00</b>	<b>100.00 %</b>
<b>Expense</b>							
533 - WATER UTILITY	9,100,000.00	9,100,000.00	0.00	4,940.00	0.00	9,095,060.00	99.95 %
<b>Expense Total:</b>	<b>9,100,000.00</b>	<b>9,100,000.00</b>	<b>0.00</b>	<b>4,940.00</b>	<b>0.00</b>	<b>9,095,060.00</b>	<b>99.95 %</b>
<b>Fund: 360 - WATER IMPROVEMENTS TRUST Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-4,940.00</b>	<b>0.00</b>	<b>-4,940.00</b>	<b>0.00 %</b>
<b>Fund: 365 - SEWER IMPROVEMENTS</b>							
<b>Revenue</b>							
36 - Miscellaneous Revenues	0.00	0.00	0.00	51.82	0.00	51.82	0.00 %
38 - Other Sources & Transfers In	13,078,959.00	13,078,959.00	340,154.02	628,182.16	0.00	-12,450,776.84	95.20 %
<b>Revenue Surplus (Deficit):</b>	<b>13,078,959.00</b>	<b>13,078,959.00</b>	<b>340,154.02</b>	<b>628,233.98</b>	<b>0.00</b>	<b>-12,450,725.02</b>	<b>95.20 %</b>
<b>Expense</b>							
535 - SEWER/WASTERWATER SERVICE	13,078,959.00	13,078,959.00	243,722.42	853,767.87	0.00	12,225,191.13	93.47 %
<b>Expense Total:</b>	<b>13,078,959.00</b>	<b>13,078,959.00</b>	<b>243,722.42</b>	<b>853,767.87</b>	<b>0.00</b>	<b>12,225,191.13</b>	<b>93.47 %</b>
<b>Fund: 365 - SEWER IMPROVEMENTS Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>96,431.60</b>	<b>-225,533.89</b>	<b>0.00</b>	<b>-225,533.89</b>	<b>0.00 %</b>
<b>Fund: 370 - SANITATION IMPROVEMENTS</b>							
<b>Revenue</b>							
38 - Other Sources & Transfers In	65,000.00	65,000.00	5,416.66	43,333.28	0.00	-21,666.72	33.33 %
<b>Revenue Surplus (Deficit):</b>	<b>65,000.00</b>	<b>65,000.00</b>	<b>5,416.66</b>	<b>43,333.28</b>	<b>0.00</b>	<b>-21,666.72</b>	<b>33.33 %</b>
<b>Expense</b>							
534 - GARBAGE/SOLID WASTE SERVI	65,000.00	65,000.00	0.00	0.00	592,899.84	-527,899.84	-812.15 %
<b>Expense Total:</b>	<b>65,000.00</b>	<b>65,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>592,899.84</b>	<b>-527,899.84</b>	<b>-812.15 %</b>
<b>Fund: 370 - SANITATION IMPROVEMENTS Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>5,416.66</b>	<b>43,333.28</b>	<b>-592,899.84</b>	<b>-549,566.56</b>	<b>0.00 %</b>
<b>Fund: 430 - UTILITIES</b>							
<b>Revenue</b>							
32 - Licenses, Fees & Permits	0.00	0.00	12,195.34	12,195.34	0.00	12,195.34	0.00 %
34 - Charges for Services	5,530,503.15	5,530,503.15	2,040.20	3,533,921.78	0.00	-1,996,581.37	36.10 %
36 - Miscellaneous Revenues	520.00	520.00	375.24	1,620.67	0.00	1,100.67	-211.67 %
<b>Revenue Surplus (Deficit):</b>	<b>5,531,023.15</b>	<b>5,531,023.15</b>	<b>14,610.78</b>	<b>3,547,737.79</b>	<b>0.00</b>	<b>-1,983,285.36</b>	<b>35.86 %</b>
<b>Expense</b>							
533 - WATER UTILITY	2,486,037.15	2,486,037.15	187,856.28	1,429,621.97	24,034.40	1,032,380.78	41.53 %
534 - GARBAGE/SOLID WASTE SERVI	1,080,790.00	1,080,790.00	81,114.48	794,503.30	240.00	286,046.70	26.47 %
535 - SEWER/WASTERWATER SERVICE	1,964,196.00	1,964,196.00	119,613.32	1,199,039.35	30,570.00	734,586.65	37.40 %

MAY 2017 ALL FUNDS MONTHLY BUDGET REPORT

For Fiscal: 2016-2017 Period Ending: 05/31/2017

Department;RevCategor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense Total:</b>	<b>5,531,023.15</b>	<b>5,531,023.15</b>	<b>388,584.08</b>	<b>3,423,164.62</b>	<b>54,844.40</b>	<b>2,053,014.13</b>	<b>37.12 %</b>
<b>Fund: 430 - UTILITIES Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-373,973.30</b>	<b>124,573.17</b>	<b>-54,844.40</b>	<b>69,728.77</b>	<b>0.00 %</b>
<b>Fund: 440 - STORM WATER</b>							
<b>Revenue</b>							
33 - Intergovernmental Revenues	372,644.00	372,644.00	0.00	0.00	0.00	-372,644.00	100.00 %
34 - Charges for Services	874,282.00	874,282.00	90.35	68,168.57	0.00	-806,113.43	92.20 %
38 - Other Sources & Transfers In	673,269.00	673,269.00	0.00	0.00	0.00	-673,269.00	100.00 %
<b>Revenue Surplus (Deficit):</b>	<b>1,920,195.00</b>	<b>1,920,195.00</b>	<b>90.35</b>	<b>68,168.57</b>	<b>0.00</b>	<b>-1,852,026.43</b>	<b>96.45 %</b>
<b>Expense</b>							
538 - STORMWATER MANAGEMENT	1,920,195.00	1,920,195.00	9,824.08	52,105.93	5,125.00	1,862,964.07	97.02 %
<b>Expense Total:</b>	<b>1,920,195.00</b>	<b>1,920,195.00</b>	<b>9,824.08</b>	<b>52,105.93</b>	<b>5,125.00</b>	<b>1,862,964.07</b>	<b>97.02 %</b>
<b>Fund: 440 - STORM WATER Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-9,733.73</b>	<b>16,062.64</b>	<b>-5,125.00</b>	<b>10,937.64</b>	<b>0.00 %</b>
<b>Report Surplus (Deficit):</b>	<b>-421,237.00</b>	<b>-421,237.01</b>	<b>-951,106.86</b>	<b>1,348,777.16</b>	<b>-967,156.93</b>	<b>802,857.24</b>	<b>190.60 %</b>



**Fund Summary**

<b>Fund</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Encumbrances</b>	<b>Variance Favorable (Unfavorable)</b>
001 - GENERAL	0.00	-0.01	-128,397.84	1,456,414.74	-161,943.41	1,294,471.34
105 - STATE FORFEITURES	0.00	0.00	0.00	-42,341.25	-20,444.91	-62,786.16
107 - FEDERAL FORFEITURES	-417,775.00	-417,775.00	-30,040.80	14,033.80	-400.00	431,408.80
110 - PARKS IMPROVEMENT FUND	0.00	0.00	-28,263.98	-81,363.53	-5,600.00	-86,963.53
111 - BUILDING FEES FUND	0.00	0.00	10,726.22	74,231.29	-95,414.37	-21,183.08
112 - STREET MAINTENANCE FUNC	0.00	0.00	-1,429.41	7,656.74	-24,685.00	-17,028.26
114 - AFTER SCHOOL SUMMER CAI	0.00	0.00	-16,319.19	-23,857.07	0.00	-23,857.07
115 - TRANSPORTATION FUND	0.00	0.00	-5,829.43	65,604.71	0.00	65,604.71
116 - POLICE IMPROVEMENTS FUN	-3,462.00	-3,462.00	1,744.28	-1,311.20	0.00	2,150.80
250 - DEBT SERVICE	0.00	0.00	-431,612.94	-48,363.76	0.00	-48,363.76
325 - CAPITAL PROJECTS FUND	0.00	0.00	-39,825.00	-25,422.51	-5,800.00	-31,222.51
360 - WATER IMPROVEMENTS TRU	0.00	0.00	0.00	-4,940.00	0.00	-4,940.00
365 - SEWER IMPROVEMENTS	0.00	0.00	96,431.60	-225,533.89	0.00	-225,533.89
370 - SANITATION IMPROVEMENT:	0.00	0.00	5,416.66	43,333.28	-592,899.84	-549,566.56
430 - UTILITIES	0.00	0.00	-373,973.30	124,573.17	-54,844.40	69,728.77
440 - STORM WATER	0.00	0.00	-9,733.73	16,062.64	-5,125.00	10,937.64
<b>Report Surplus (Deficit):</b>	<b>-421,237.00</b>	<b>-421,237.01</b>	<b>-951,106.86</b>	<b>1,348,777.16</b>	<b>-967,156.93</b>	<b>802,857.24</b>

**NORTH BAY VILLAGE POLICE DEPARTMENT  
CODE UNIT  
MONTHLY TOTALS FOR MAY 2017**

DESCRIPTION	NORTH BAY ISLAND	HARBOR ISLAND	TREASURE ISLAND	TOTALS
SIDEWALK/ROADWAY OBSTRUCTED	2	1	4	7
REMOVED ROADWAY OBSTRUCTIONS	1			1
LANDSCAPING NOT MAINTAINED			3	3
SIGN IN DISREPAIR/ILLEGAL SIGN		53	24	77
DUMPING/LITTER			6	6
TRASH/RECYCLE CANS VIOLATION	2		1	3
TRASH/RUBBISH/DEBRIS		1	7	8
EXCESSIVE YARD WASTE PILE OUT	1		6	7
BUILDING MAINTENANCE VIOLATION		2	2	4
PARKING LOT/DRIVEWAY MAINTENANCE		1		1
CONSTRUCTION SITE VIOLATION	1		6	7
ILLEGAL USE OF PUBLIC RIGHT-OF-WAY		5	1	6
ILLEGAL BUSINESS/LICENSE VIOLATION	1	4	4	9
PERMIT VIOLATIONS/ILLEGAL WORK	2	5	22	29
ILLEGAL FISHING		17		17
ILLEGAL PARKING		4	1	5
JUNK VEHICLE/AUTO REPAIRS		1		1
OUTSIDE STORAGE			1	1
HEALTH HAZARD		1		1
ANIMAL CONTROL VIOLATION	1	1		2
STOP WORK ORDER ISSUED/POSTING			1	1
NO CERTIFICATE OF OCCUPANCY			1	1
S.T.V.R. VIOLATIONS	1		1	2
<b>TOTAL</b>	<b>12</b>	<b>96</b>	<b>91</b>	<b>199</b>
Phone Calls	5	16	71	92
Text Messages	1	4	6	11
E-mail	41	33	86	160
Meetings	5	5	26	36
Initial Inspections	35	84	98	217
Re-inspections	44	57	84	185
Complaints Received	1	5	12	18
Case Closed	6	56	32	94
Verbal Warnings Issued	5	17	31	53
Written Warnings Issued		7	14	21
Citation Issued/Fines Charged	1	2	11	14
Lien Search		11	28	39
Zoning/Permit/Plan Review	3		7	10
Certificate of Occupancy Inspection			1	1

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**NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2017**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b><u>TYPES OF CRIMES</u></b>												
<b><u>FELONIES</u></b>												
<b><u>HOMICIDE</u></b>												
TREASURE ISLAND	0	0	0	0								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	0	0	0	0								
<b><u>ATTEMPT BURGLARY</u></b>												
TREASURE ISLAND	0	0	0	1								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	0	0	0	0								
<b><u>BURGLARY STRUCTURE</u></b>												
TREASURE ISLAND	0	1	0	1								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	0	0	0	0								
<b><u>BURGLARY RESIDENCE</u></b>												
TREASURE ISLAND	0	1	1	0								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	0	0	0	0								
<b><u>BURGLARY VEHICLE</u></b>												
TREASURE ISLAND	1	1	1	1								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	1	0	0	0								
<b><u>ROBBERY ARMED</u></b>												
TREASURE ISLAND	0	0	1	0								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	0	0	0	0								

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**NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2017**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b><u>ROBBERY STRONGARM</u></b>												
TREASURE ISLAND	0	0	0	0								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	0	0	0	0								
<b><u>SEXUAL BATTERY</u></b>												
TREASURE ISLAND	1	0	0	0								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	1	0	0	0								
<b><u>AGG BATTERY/ASSAULT</u></b>												
TREASURE ISLAND	0	1	1	2								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	0	0	0	0								
<b><u>FRAUD GENERAL</u></b>												
TREASURE ISLAND	0	0	1	1								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	1	0	0	1								
<b><u>CC FRAUD</u></b>												
TREASURE ISLAND	0	0	0	0								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	0	0	0	0								
<b><u>ID THEFT</u></b>												
TREASURE ISLAND	0	0	0	0								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	1	0	1	0								

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**NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2017**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b><u>INTERNET FRAUD</u></b>												
TREASURE ISLAND	0	0	0	0								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	0	0	0	0								
<b><u>GRAND THEFT</u></b>												
TREASURE ISLAND	0	1	1	1								
N BAY ISLAND	0	0	1	0								
HARBOR ISLAND	0	3	2	7								
<b><u>MOTOR VEHICLE THEFT</u></b>												
TREASURE ISLAND	2	1	2	0								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	0	0	1	0								
<b><u>STOLEN VEHICLE THEFT &amp; RECOVERY</u></b>												
TREASURE ISLAND	2	4	1	0								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	2	0	0	0								
<b>TOTAL FELONIES</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b><u>MISDEMEANORS</u></b>												
<b><u>SIMPLE BATTERY</u></b>												
TREASURE ISLAND	0	1	0	0								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	0	0	0	0								
<b><u>DOMESTIC BATTERY</u></b>												
TREASURE ISLAND	2	0	1	0								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	0	0	1	1								
<b><u>ASSAULT</u></b>												
TREASURE ISLAND	0	0	0	0								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	1	0	0	0								

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**NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2017**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>VERBAL THREATS</b>												
TREASURE ISLAND	1	0	0	0								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	1	0	0	0								
<b>THEFT GENERAL</b>												
TREASURE ISLAND	3	1	0	2								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	0	0	1	1								
<b>STOLEN DECAL</b>												
TREASURE ISLAND	0	0	0	1								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	1	1	0	2								
<b>STOLEN TAG</b>												
TREASURE ISLAND	0	0	1	1								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	0	0	0	0								
<b>DUI</b>												
TREASURE ISLAND	0	3	1	3								
N BAY ISLAND	0	0	0	0								
HARBOR ISLAND	0	0	0	0								
<b>TOTAL MISDEMEANORS</b>	<b>9</b>	<b>6</b>	<b>5</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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**NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2017**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>ARRESTS</b>												
<b>ARREST TYPES</b>												
FELONY	1	4	7	4								
MISDEMEANOR	10	6	8	9								
BENCH WARRANT	0	1	3	0								
CRIMINAL CITATIONS	28	43	29	18								
<b>TOTAL ARRESTS</b>	<b>39</b>	<b>54</b>	<b>47</b>	<b>31</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>INVESTIGATIONS</b>												
CARRY OVER PRIOR	24	20	20	16								
NEW INVESTIGATIONS	11	12	16	14								
CASES CLEARED	4	5	5	5								
CLEARANCE RATE	36.60%	41.60%	31.25%	35.70%								
BACKGROUND INVEST.	4	4	3	2								

TRAFFIC	281	188	199	343
PARKING	247	354	232	246
CRIMINAL CITATIONS	28	15	29	18
<b>TOTAL CITATIONS WRITTEN</b>	<b>556</b>	<b>557</b>	<b>462</b>	<b>607</b>
<b>CAUSEWAY CITATIONS</b>	<b>256</b>	<b>137</b>	<b>166</b>	<b>282</b>

	JAN	FEB	MAR	APR	MAY	JUN	JUL
<b>TOTAL CALLS FOR SERVICE</b>	3732	3383	3747	3969			

**HOW RECEIVED**

911 RADIO	29	23	24	26			
MUNICIPAL RADIO	25	19	18	22			
WALK IN	13	10	15	15			
TELEPHONE	228	265	272	267			
OFFICER INITIATED	3,426	3049	3392	3618			

**REPORT TYPES**

MISC INCIDENT	30	31	32	33			
OFFENSE INCIDENT	21	26	27	25			
CRASH REPORT	10	8	8	17			
HIT AND RUN	2	3	3	3			
FIELD INTERVIEW	0	2	1	2			
CODE WARNINGS	1	6	2	30			
CODE VIOLATIONS	1	1	0	7			

**AVERAGE RESPONSE TIME**

TOTAL TIME (MIN)	4066	18038	4375	4249			
TOTAL AVERAGE (MIN)	1.82	8.47	1.88	1.92			
PRIORITY CALLS	2.45	7.24	6.54	4.69			
ROUTINE CALLS	6.50	20.98	6.79	7.83			
BUSY TIME	1,851	12267	2236	1642			
COURT/DEPO	552	158	284	302			
UNCOMMITTED TIME (MIN) <sup>11</sup>	1663	5613	1855	2305			



AUG

SEP

OCT

NOV

**DEC**

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**NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2017**

	<b>CURRENT MONTH</b>	<b>PREVIOUS MONTH</b>	<b>PREVIOUS YEAR</b>
	<b>APRIL 2017</b>	<b>MARCH 2017</b>	<b>APRIL 2016</b>
<b><u>FELONIES</u></b>			
<b><u>HOMICIDE</u></b>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<b><u>ATTEMPT BURGLARY</u></b>			
TREASURE ISLAND	1	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<b><u>BURGLARY STRUCTURE</u></b>			
TREASURE ISLAND	1	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	1
<b><u>BURGLARY RESIDENCE</u></b>			
TREASURE ISLAND	0	1	1
N BAY ISLAND	0	0	1
HARBOR ISLAND	0	0	0
<b><u>BURGLARY VEHICLE</u></b>			
TREASURE ISLAND	1	1	1
N BAY ISLAND	0	0	3
HARBOR ISLAND	0	0	0
<b><u>ROBBERY ARMED</u></b>			
TREASURE ISLAND	0	1	1
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0

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**NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2017**

	<b>CURRENT MONTH</b>	<b>PREVIOUS MONTH</b>	<b>PREVIOUS YEAR</b>
	<b>APRIL 2017</b>	<b>MARCH 2017</b>	<b>APRIL 2016</b>
<b><u>ROBBERY STRONGARM</u></b>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<b><u>SEXUAL BATTERY</u></b>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<b><u>AGG BATTERY/ASSAULT</u></b>			
TREASURE ISLAND	2	1	2
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<b><u>FRAUD GENERAL</u></b>			
TREASURE ISLAND	1	1	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	1	0	0
<b><u>CC FRAUD</u></b>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<b><u>ID THEFT</u></b>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	1	1

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**NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2017**

	<b>CURRENT MONTH</b>	<b>PREVIOUS MONTH</b>	<b>PREVIOUS YEAR</b>
	<b>APRIL 2017</b>	<b>MARCH 2017</b>	<b>APRIL 2016</b>
<b><u>INTERNET FRAUD</u></b>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<b><u>GRAND THEFT</u></b>			
TREASURE ISLAND	1	1	1
N BAY ISLAND	0	1	0
HARBOR ISLAND	7	2	3
<b><u>MOTOR VEHICLE THEFT</u></b>			
TREASURE ISLAND	0	2	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	1	4
<b><u>STOLEN VEHICLE THEFT &amp; RECOVERY</u></b>			
TREASURE ISLAND	0	1	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<b>TOTAL FELONIES</b>	<b>15</b>	<b>14</b>	<b>19</b>
<b>TOTAL FELONIES YEAR TO DATE</b>	<b>54</b>	<b>39</b>	<b>49</b>
<b><u>MISDEMEANORS</u></b>			
<b><u>SIMPLE BATTERY</u></b>			
TREASURE ISLAND	0	0	1
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<b><u>DOMESTIC BATTERY</u></b>			
TREASURE ISLAND	0	1	1
N BAY ISLAND	0	0	0
HARBOR ISLAND	1	1	0

b

**NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2017**

	<b>CURRENT MONTH</b>	<b>PREVIOUS MONTH</b>	<b>PREVIOUS YEAR</b>
	<b>APRIL 2017</b>	<b>MARCH 2017</b>	<b>APRIL 2016</b>
<b><u>ASSAULT</u></b>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<b><u>VERBAL THREATS</u></b>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<b><u>THEFT GENERAL</u></b>			
TREASURE ISLAND	2	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	1	1	0
<b><u>STOLEN DECAL</u></b>			
TREASURE ISLAND	1	0	1
N BAY ISLAND	0	0	0
HARBOR ISLAND	2	0	0
<b><u>STOLEN TAG</u></b>			
TREASURE ISLAND	1	1	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	1
<b><u>DUI</u></b>			
TREASURE ISLAND	3	1	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<b>TOTAL MISDEMEANORS</b>	<b>11</b>	<b>5</b>	<b>4</b>
<b>TOTAL MISDEMEANORS YEAR TO DATE</b>	<b>31</b>	<b>20</b>	<b>34</b>

b

**NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2017**

	<b>CURRENT MONTH</b>	<b>PREVIOUS MONTH</b>	<b>PREVIOUS YEAR</b>
	<b>APRIL 2017</b>	<b>MARCH 2017</b>	<b>APRIL 2016</b>
<b>ARRESTS</b>			
<b>ARREST TYPES</b>			
FELONY	4	7	3
MISDEMEANOR	9	8	4
BENCH WARRANT	0	3	2
CRIMINAL CITATIONS	18	29	27
<b>TOTAL ARRESTS</b>	<b>31</b>	<b>47</b>	<b>36</b>
<b>TOTAL ARRESTS YEAR TO DATE</b>	<b>171</b>	<b>140</b>	<b>122</b>
<b>INVESTIGATIONS</b>			
CARRY OVER PRIOR	16	20	36
NEW INVESTIGATIONS	14	16	18
CASES CLEARED	5	5	8
CLEARANCE RATE	35.70%	31.25%	14.80%
BACKGROUND INVEST.	2	3	3
TRAFFIC	343	199	354
PARKING	246	232	243
CRIMINAL CITATIONS	18	29	27
<b>TOTAL CITATIONS WRITTEN</b>	<b>607</b>	<b>462</b>	<b>624</b>
<b>TOTAL CITATIONS WRITTEN YEAR TO DATE</b>	<b>2,219</b>	<b>1612</b>	<b>2230</b>
<b>CAUSEWAY CITATIONS</b>	<b>282</b>	<b>166</b>	<b>287</b>
<b>TOTAL CAUSEWAY CITATIONS YEAR TO DATE</b>	<b>983</b>	<b>701</b>	<b>685</b>

	<b>APRIL 2017</b>	<b>MARCH 2017</b>	<b>APRIL 2016</b>
<b>TOTAL CALLS FOR SERVICE</b>	3,969	3,747	3,166
<b><u>HOW RECEIVED</u></b>			
911 RADIO	26	24	28
MUNICIPAL RADIO	22	18	21
WALK IN	15	15	22
TELEPHONE	267	272	252
OFFICER INITIATED	3,618	3,392	2,832
<b><u>REPORT TYPES</u></b>			
MISC INCIDENT	33	32	35
OFFENSE INCIDENT	25	27	28
CRASH REPORT	17	8	9
HIT AND RUN	3	3	2
FIELD INTERVIEW	2	1	3
CODE WARNINGS	30	2	12
CODE VIOLATIONS	7	0	1
<b><u>AVERAGE RESPONSE TIME</u></b>			
TOTAL TIME (MIN)	4,249	4,375	4,941
TOTAL AVERAGE (MIN)	1.92	1.88	2.54
PRIORITY CALLS	4.69	6.54	11.38
ROUTINE CALLS	7.83	6.79	10.19
BUSY TIME	1,642	2,236	2,157
COURT/DEPO	302	284	567
UNCOMMITTED TIME (MIN)	2,305	1,855	2,217

# **NORTH BAY VILLAGE POLICE DEPARTMENT**

## **CAUSEWAY CITATION COUNT INFORMATION FOR March 2017**

**Total citation count for Kennedy Causeway- 282**

### **By citation type**

**Traffic Control Running Red Light/ 316.075(1)C(1)/ 10 citations**

**Speeding Municipal Posted/ 316.189(1)/ 134 citations**

**Careless Driving/ 316.1925(1)/ 9 citations**

**Improper or Unsafe Equipment/ 316.610/ 13 citations**

**No Valid Driver's License/ 322.03.1/ 5 citations**

**Driving While License Suspended with Knowledge/ 322.34(2)/ 5 citations**



# **NORTH BAY VILLAGE POLICE DEPARTMENT**

**VILLAGE WIDE CITATION COUNT INFORMATION FOR MARCH  
2017**

**Moving Citations- 343**

**Parking Citations- 246**

**Criminal Citations- 18**

**Ordinance Citations- 1**

**Total Citation count for MARCH 2017- 608**

NORTH BAY VILLAGE  
MONTHLY REPORTS 2016-17  
BUILDING DEPARTMENT

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
PERMITS/UPFRONT FEES/HOLD HARMLESS/ EXTENTIONS/CERT OF COMPETION/CERT OF OCCUPANCY/REINSPECTI ON /BLDG RECERTIFICATIONS	\$26,850.05	\$25,038.21	\$50,094.57	\$30,888.40	\$21,480.53	\$91,090.97	\$34,855.40	\$36,084.66					<b>\$316,382.79</b>
VISITORS	260	249	226	181	188	276	240	354					<b>1974</b>
PERMIT APPLICATIONS/ REVISIONS	91	87	81	56	47	101	78	106					<b>647</b>
BLDG INSPECTIONS/REVIEW	91	130	129	90	60	133	79	77					<b>789</b>
ELEC INSPECTIONS	45	31	51	31	34	42	24	49					<b>307</b>
MECH INSPECTIONS	27	29	22	19	24	18	15	22					<b>176</b>
PLUMBG INSPECTIONS	99	55	61	53	15	42	47	54					<b>426</b>
STRUCTURAL REVIEWS	13	21	11	0	10	18	14	17					<b>104</b>
<b>*Not available</b>													

