



North Bay Village

Administrative Offices

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

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

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

THURSDAY, DECEMBER 14, 2017
7:30 P.M.

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

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

1. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

2. A. PROCLAMATIONS AND AWARDS

1. NBV Star Award – Dr. Joshua Furman

B. SPECIAL PRESENTATIONS

**1. Peter Catalano
Miami Beach K-9 Knights**

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 AMENDING THE FISCAL YEAR 2017 BUDGET; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE BUDGET AMENDMENTS; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK ROLLASON)*

The proposed Resolution will allow adjustment to the FY 2017 budget to account for the departments that are over/under budget, as well as the appropriation for Hurricane Irma expenses.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE CONSTRUCTION SERVICES AGREEMENT WITH ABC CONSTRUCTION, INC. TO ADDRESS EXTENDED GENERAL CONDITIONS AND INSTALLATION OF PIN PILES FOUNDATION FOR THE BAYWALK PLAZA SOUTH SIDE PROJECT, AT A LUMP SUM AMOUNT OF \$120,350.00; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

The proposed Resolution will approve an amendment to the existing agreement with ABC Construction, Inc. to address unforeseen conditions observed in the field, which required additional exploratory work on the project, which determined the need for the placement of pin piles foundation for the retaining walls to prevent potential underground conflicts and maintain the proposed meandering design of the walkway.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING PAYMENT TO KIMLEY HORN & ASSOCIATES, INC. IN THE AMOUNT OF \$57,746.76 FOR CONSTRUCTION PHASE SERVICES FOR THE ON-GOING BAYWALK PLAZA SOUTH SIDE CONSTRUCTION PROJECT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize payment to Kimley-Horn & Associates, Inc. for work performed on the Baywalk Project between June 1 through November 30, 2017.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING PAYMENT TO KIMLEY HORN & ASSOCIATES, INC. IN THE AMOUNT OF \$62,100.00 FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE ON-GOING BAYWALK PLAZA SOUTH SIDE CONSTRUCTION PROJECT, UNDER AMENDMENT NUMBER 3 BETWEEN NORTH BAY VILLAGE AND KIMLEY HORN & ASSOCIATES, INC.; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will approve Amendment #3 for additional engineering services as a result of additional construction issues efforts due to unforeseen field conditions, which has extended the project completion date.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AMENDMENT NUMBER FIVE TO THE EXISTING AGREEMENT WITH COMPUTER INFORMATION SYSTEMS, INC. TO PROVIDE ADDITIONAL FEATURES AND FUNCTIONS TO THE COMPUTER AIDED DISPATCH SYSTEM; AUTHORIZING EXECUTION OF THE AGREEMENT; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERM OF THIS RESOLUTION; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will approve a modification to the existing agreement with Computer Information Systems, Inc. for additional features and functions for the Police Dispatch communication system, to include Incident Report Entry, Inquiry and Update, Report Flow, Person, Location, Plate, Date Range and Unit History Inquiries, and CID Name Involvements.

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE ADOPTION OF A REVISED MEMO OF UNDERSTANDING (MOU) BETWEEN MIAMI-DADE COUNTY AND NORTH BAY VILLAGE FOR THE PURPOSE OF PROVIDING DEBRIS REMOVAL, STAGING & REDUCTION, LONG-RANGE HAULING, AND MONITORING AS A RESULT OF DAMAGES SUSTAINED WITHIN THE VILLAGE FROM HURRICANE IRMA; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow the Village Administration to continue the process of applying for reimbursement from the Federal Government via the County and through the State for eligible financial recovery.

- 1.) Commission**

10. ORDINANCES FOR FIRST READING AND RESOLUTIONS

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SETTING THE QUALIFYING DATES FOR THE NOVEMBER 6, 2018 GENERAL ELECTION AS PROVIDED FOR UNDER CHAPTER 100, SECTION 100.3605(2) OF THE FLORIDA STATUTES; PROVIDING DIRECTIONS FOR THE VILLAGE CLERK; PROVIDING FOR REPEALER, SEVERABILITY, PROVIDING FOR CONFLICTING ORDINANCES OR RESOLUTIONS; AND AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY NORMAN POWELL/VILLAGE CLERK YVONNE P. HAMILTON)**

The proposed Ordinance will set the qualifying period for the November 6, 2018 General Election at an early enough date to assist the Miami-Dade County Elections Department in sending out overseas ballot timely.

- 1.) Commission Action**

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING SECTION 70 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED “TRAFFIC AND PARKING REGULATIONS”; BY CREATING SECTION 70.06 REGARDING PARKING REGULATIONS FOR STREETSWEEPING; AMENDING SECTION 153.04 ENTITLED “SCHEDULE OF CIVIL PENALTIES; PROVIDING FOR ENFORCEMENT; PENALTIES; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The proposed ordinance will implement regulations for a street sweeping program.

1.) Commission Action

- C. A RESOLUTION OF THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN ENGAGEMENT AGREEMENT BETWEEN THE VILLAGE AND THE LAW OFFICES OF NORMAN C. POWELL, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE LABOR ATTORNEY DAVID C. MILLER)**

The proposed Resolution will approve terms, conditions, and compensation for the engagement of Norman Powell, Esq. as the Interim Village Attorney.

1.) Commission Action

11. PUBLIC HEARINGS ITEMS INCLUDING ORDINANCES FOR SECOND

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

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 153, ENTITLED “CODE ENFORCEMENT” BY AMENDING SECTION 153.04 TO INCREASE THE FINE FOR GENERAL LITTERING AND FINES UNDER SECTION 91.03 FOR REPEAT VIOLATIONS; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR EDDIE LIM) – DEFERRED FROM NOVEMBER 14, 2017 COMMISSION MEETING)**

The proposed Ordinance will create a \$500 fine for repeat violations of general littering.

1.) Commission Action

12. UNFINISHED BUSINESS

13. NEW BUSINESS

A. APPOINTMENTS TO ADVISORY BOARDS

1.) ADVISORY CHARTER REVIEW BOARD

2.) SPECIAL NEEDS ADVISORY BOARD

1.) Commission Action

14. APPROVAL OF MINUTES – COMMISSION MEETINGS

15. ADJOURNMENT

JOSHUA FURMAN, MD, FACC, FAHA, FACP
CARDIOLOGY
INTERNAL MEDICINE
305-861-3139

1440-79th Street Causeway #323-A
Miami Beach, FL 33141

2A

BIOGRAPHY

Dr. Joshua Furman was born in 1946 in Israel, where he graduated from high school and served as a paratrooper in the Israeli Army.

In **1967** Dr. Furman started his medical education at the University of Padova, Italy, the oldest medical school in the world, founded 1222.

In **1973**, he graduated Summa Cum Laude.

In **1975**, he immigrated to the United States with his wife Jeanette. They have two sons and two grandchildren. They will be celebrating their 44th year wedding anniversary later this year.

In **1977**, after completing 2 years of Internal Medicine Residency at Mount Sinai Medical Center in Chicago, Illinois, Dr. Furman moved to Miami, North Bay Village, where he still resides with his family.

On **June 30th, 1980**, after completing his Internal Medicine Residency and 2 years of Cardiovascular Fellowship at Mount Sinai Medical Center In Miami Beach, Dr. Furman went into private practice and opened his office on Treasure Island, Grove By the Bay Building, where it has been located ever since.

Since **1980** Dr. Furman has been on the Cardiovascular Teaching Faculty at Mount Sinai Medical Center. He has given numerous lectures on different topics of basic science across the country and abroad.

This past June Dr. Furman was honored with a plaque by Mount Sinai Medical Center, recognizing his 37year dedication to the teaching faculty.

Dr. Furman is a Fellow of the American College of Cardiology, American Heart Association, American College of Physicians, among others. He is also involved in Legal Medicine due to his extensive expertise in the field.

Dr. Furman speaks English, Hebrew, Italian, German and some Spanish.

Dr. Furman is proud to be a North Bay Village resident for the last 40 years. He has served on the Advisory Board as well as the Planning and Zoning Committee.

Dr. Furman would like to take this opportunity to Thank North Bay Village Leadership and the Police department for their excellent accomplishments in making this community a wonderful, safe and enjoyable place to call home.



To: North Bay Village Mayor & Village Commission
From: LaKeesha Morris, MSW
Date Submitted: December 4, 2017
Reporting Period: November 1 – November 30, 2017

Grants Submitted this Reporting Period:

1. Legislative Appropriation: Stormwater Project

- a. **Date Submitted:** November 8, 2017
- b. **Amount of Request:** \$500,000
- c. **Project Title:** North Bay Village Pump & Injection Well Improvement
- d. **Project Summary:** Funding from the State will be used to modify the existing stormwater collection system on Miami View Drive, Center Bay Drive, Coquina Drive, Beach View Drive, 79th Parkway, and Bay Terrace as well as modify the associated stormwater pump station, drainage well, and outfall systems located on North Bay Island. The project objective is to analyze the existing stormwater system with the intent to expand/modify the collection system, increase the number of injection wells, add stormwater treatment devices, upgrade/modify the existing pump station, add a second pump station, and rehabilitate the existing outfall pipes.

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

- a. **Date Submitted:** November 8, 2017
- b. **Amount of Request:** \$1,000,000
- c. **Project Title:** North Bay Village Boardwalk Development Project
- d. **Project Summary:** North Bay Village is requesting \$1,000,000 to assist with the construction of the Village's Boardwalk to provide hurricane mitigation and erosion protection. Hardening of the Boardwalk to serve as a bulwark to residential and commercial properties abutting it. The Boardwalk project is a core component of the Village's Economic Development Strategic Master Plan.

3. Coca Cola Foundation: Recycling Bin Program

- a. **Date Submitted:** November 29, 2017
- b. **Amount of Request:** In-Kind Donation of 25 Recycling Bins
- c. **Project Title:** Keep North Bay Village Beautiful Project



- d. **Project Summary:** North Bay Village a donation of 25 recycling bins sponsored by Coca-Cola. Bins will be placed at key locations throughout the Village such as parks, sidewalks/bus stops, Village Hall building, and near garbage collection sites.

Grants “Under Construction”

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

BellTower started pre-planning in anticipation for the release of The Children’s Trust Request for Proposal. The Trust is expected to release funding opportunities for youth programs for students in grades K-12. The grant will be due in January. The Village currently has a Trust funded youth program for elementary school students housed at TIES. BellTower needs direction regarding the Village’s intent to apply for additional funding to serve Middle and/or High School students.

Grant Updates

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

University of South Florida High Visibility Grant (FY2017-18): LaKeesha drafted a press release on behalf of the Village promoting the project. The press release was distributed by the Village PD to all local outlets. A list of officers and updated proof of training will need to be submitted prior to starting the details.

Local Mitigation Strategy Meeting/Hazard Mitigation Grant Program: LaKeesha attended the LMS Meeting where representatives from Miami-Dade County and FEMA presented on the Hazard Mitigation Grant Program and the application process. Following the meeting, LaKeesha had the opportunity to meet briefly with Acting Public Works Director, Diego Lopez regarding entering potential projects into the LMS System in preparation for submitting a grant application when it becomes available. As of December 1, 2017, Diego Lopez had entered the projects into LMS. LaKeesha will use this to submit the intent to apply notice to Miami-Dade County.

VILLAGE MANAGER'S REPORT

TO

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

- a. Monthly Financials were distributed to Commission on December 4th.
- b. Tyler Ener-Gov training has been completed for the Village Clerk, Code Enforcement, Building Department, and Finance Administration. Building Inspectors have been issued tough-book iPads to record their inspections real time.
- c. Village Financial Advisors will be presenting at the Citizens Financial Oversight Board Workshop scheduled for January 25, 2018 at 7:30pm at Village Hall.
- d. Update on Village Website -

2. POLICE DEPARTMENT OVERVIEW:

- a. K-9 Unit – Dog and Officer have been paired and dog is with officer during his regular tours of duty, but not in service as a Police Dog. Dog is getting acclimated to going to work with partner – Training starts in January.
- b. Officer Walter Andino was promoted to the rank of Sergeant replacing retire Police Sergeant Les Hatley.
- c. Police Officer Alex Alvarez was sworn in as a Reserve Officer.
- d. Tree Lighting Ceremony was provided Police Detail-no incidents as was Menorah Lighting Ceremony.
- e. Holiday Toy Drive is in full swing
- f. Annual Crime Watch Dinner and Award Program is scheduled for December 15th with the Village having a table.

3. PUBLIC WORKS DEPARTMENT OVERVIEW:

- a. New Trash Truck has arrived – once marked and wrapped will be placed in service.
- b. Bulk of street signs damaged by Hurricane Irma have been replaced with new.

4. MANAGER'S REPORT:

- a. Synopsis of NBI STD meeting on 12/4/17
 - i. Al Blake gave a brief history of the District and brought the residents up to date as to current status of recent changes and his efforts to bring the option forward of the Village taking over control of the District from the County.
 - ii. Mike Bauman, Chief of the County's Special Taxing District Office went over the changes that are allowed and the process from the General Election approval from November 2016.
 - iii. Village Manager attended and answered questions from the residents as to how the Village would handle the District if the residents were to vote for that to happen
 - iv. Al Blake announced that both he and his wife were stepping down as the last two members of the existing Guard House Committee. A new committee was formed by those in the audience who signed up to be on the committee.
 - v. The next step is for the new committee to meet and decide how to move forward on this issue.
 - vi. Next step for Commission – if the new Guard House Committee approaches the Commission to move forward to have a vote conducted by the registered voters of NBI, the Commission would have to decide to either support their request or deny it. If they elect to support their request, the Commission would be required to pass a Resolution in compliance with County Ordinance to request that such a secret ballot election be held by the County's Election Department and that the Commission would abide by the results of said election.
 - vii. Requests from Treasure Island/Harbor Island to establish a STD: Manager has received several inquiries from TI (none from HI) concerning the feasibility of establishing a Security Guard STD. Information has been provided as to the process, yet no follow-up from TI inquiries have been received. Both Islands are permitted to take action and approach the Commission for the establishing a STD on their respective islands – realizing that the residents on either of these two islands would bear all the expenses associated with such endeavors to include all operational and administrative costs should such STD's be established – the same as required of the residents of North Bay Island. **THERE WOULD BE NO EXPENSE INCURRED BY THE TAXPAYERS OUTSIDE THE RESIDENTS OF THE ISLAND THAT ESTABLISHES SUCH A STD.**
- b. Request for Motion – Manager will request motion from the Commission to permit the Manager to expend up to \$15,000 from the Reserves for the purpose of removing tree stumps in the bulb outs on Treasure Island as a result of Hurricane Irma – said expenditures would not be reimbursable from FEMA.
- c. Request for Motion – Manager will request motion from the Commission to permit the Manager to expend up to \$15,000 from the Reserves to replace the Live Oaks that

were destroyed by Hurricane Irma that were planted in the bulb-outs on Treasure Island – said expenditures would not be reimbursable from FEMA.

- d. Request for Motion – Manager will request motion from the Commission to permit the Manager to expend up to \$15,000 from the Reserves to replace sod damaged from debris placement on the right of way throughout North Bay Island as a result of Hurricane Irma – said expenditures would not be reimbursable from FEMA.



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33141

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NORTH BAY VILLAGE **RECOMMENDATION MEMORANDUM**

DATE: December 14, 2017

TO: Mayor Connie Leon Kreps
Vice Mayor Eddie Lim
Commissioner Jose Álvarez
Commissioner Douglas N. Hornsby, M.D.
Commissioner Andreana Jackson

RECOMMENDED BY MANAGER: Frank Rollason, Village Manager

PRESENTED BY STAFF: Frank K. Rollason, Village Manager

SUBJECT: FY 2017 Budget Amendment

BACKGROUND:

The Finance Department has received and posted all revenues and expenditures received as of November 30, 2017 for the Fiscal Year 2017. There are several increases and decreases in the individual line items. These proposed adjustments to the FY 2017 budget have been presented to the Commission with each of the monthly financial statement during FY 2017. This will be a one-time Final Amendment to the FY 2017 Adopted General Fund Budget. This amendment contains the Building Fund and the Streets Maintenance Fund, because they are included in the Financial Statements within the General Fund and not reported as separate funds.

CURRENT:

The Auditor General of Florida requires that the Village's external auditor compare the Amended General Fund Budget to the actual revenues and expenditures and report any variances as a part of the annual audit. This action will eliminate any unforeseen audit comments. This chart also reflects the Commission's actions in September and October 2017 to appropriate \$750,000 for anticipated Hurricane Irma expenses.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

FINANCIAL IMPACT:

The General Fund Revenue and Expenditures are listed on Attachment "A".
The Reserved and Unreserved Fund Balance as of September 30, 2017 are projected at:

	<u>FY 2016</u> <u>Actual *</u>	<u>FY 2017</u> <u>Budgeted</u>	<u>FY 2017</u> <u>Projected</u>
Required Reserves 20%	\$1,282,999	\$1,497,919	\$ 747,847**
Unassigned Reserves	<u>\$1,182,833</u>	<u>\$ 886,945</u>	<u>\$1,329,215</u>
TOTAL	\$2,561,116	\$2,384,864	\$2,077,060

- FY 2016 CAFR

** The Commission approved \$750,000 for Hurricane Irma expenses. Only actual invoices will be paid from these funds. Most, if not all expenses, may be eligible FEMA expenses, but the actual reimbursement could take several months and maybe a year or more. The Village Charter requires these funds be replaced within 2 years.

BUGETARY IMPACT:

Approval of this budget amendment will allow for adjustment to the FY 2017 budget to account for the departments that are over/under budget, as well as the appropriation for Hurricane Irma expenses.

PERSONNEL IMPACT:

None.



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MEMORANDUM
North Bay Village

DATE: December 6, 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, AMENDING THE FISCAL YEAR 2017 BUDGET; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE BUDGET AMENDMENTS; 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, AMENDING THE FISCAL YEAR 2017 BUDGET; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE BUDGET AMENDMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK ROLLASON)

WHEREAS, the Village Budget for Fiscal Year October 1, 2016 through September 30, 2017 was adopted on September 27, 2016 ("FY 2017"); and

WHEREAS, the Village Commission is authorized and empowered by Section 35.21 of the Village Code and Section 166.241(4), Florida Statutes to amend the annual budget; and

WHEREAS, the Village Manager has determined it is appropriate to amend the budget to reflect changes in revenues and expenditures in accordance with proper governmental accounting and financial reporting practices.

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. **Budget Amendment.** The annual budget for the Fiscal Year October 1, 2016 through September 30, 2017 is amended as summarized below and as detailed in "Attachment A" attached hereto.

GENERAL FUND	<u>FY 2017</u>	<u>FY 2017</u>
	<u>Original Budget</u>	<u>Amended Budget</u>
FY 2017 Revenues	\$ 7,731,276	\$ 7,995,992
FY 2017 Expenditures & Transfers	<u>\$ 7,731,276</u>	<u>\$ 7,730,046</u>
FY 2017 Increase in Fund Balance	\$ 0	\$ 265,946

Section 3. **Authorization of Village Officials.** The Village Manager is authorized to amend the budget as set forth herein.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of December 2017.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Norman C. Powell, Esq.
Interim Village Attorney

North Bay Village
FY 2017 BUDGET AMENDMENT
 General Fund Revenues and Expenditures

ATTACHMENT A GENERAL FUND		
Revenues	FY 2017 Adopted Budget	FY 2017 Amended Budget
AD VALOREM TAXES	5,302,653	5,416,205
LICENSES, FEES & PERMITS	461,000	462,195
INTERGOVERNMENTAL REVENUE	859,000	858,801
CHARGES FOR SERVICES	91,680	87,410
FINES AND FORFEITS	97,000	229,303
MISCELLANEOUS REVENUES	81,500	151,636
OTHER SOURCES AND TRANSFERS IN	838,443	790,443
Total General Fund Revenues	7,731,276	7,995,992
Expenses		
VILLAGE COMMISSION	66,083	61,194
VILLAGE MANAGER	416,340	422,173
VILLAGE CLERK	298,616	281,938
FINANCE DEPARTMENT	443,722	456,726
LEGAL SERVICES DEPARTMENT	204,000	197,552
OTHER GENERAL GOVERNMENTAL SERVICES	967,376	1,020,692
POLICE DEPARTMENT	4,894,355	4,771,517
RECREATION AND HUMAN SERVICES DEPARTMENT	247,100	277,443
Total Operating Expenses	7,537,592	7,489,235
TRANSFER TO AFTER SCHOOL & SUMMER FUND	6,428	10,219
TRANSFER TO STREET MAINTENANCE	132,008	175,345
TRANSFER TO TRANSPORTATION FUND	55,248	55,248

Total General Fund Expenditures	7,731,276	7,730,046
REVENUES OVER EXPENDITURES - (Add to Unreserved Fund Balance)	-	265,946

BUILDING FUND		
BUILDING DEPARTMENT	FY 2017 Adopted Budget	FY 2017 Amended Budget
ACCOUNT DESCRIPTION		
REVENUES	574,764	547,188
EXPENDITURES	574,764	480,598
REVENUES OVER (UNDER) EXPENDITURES	-	66,591
RESERVES FOR BUILDING FUND	-	(66,591)

North Bay Village
FY 2017 BUDGET AMENDMENT
 General Fund Revenues and Expenditures

1

ATTACHMENT A

STREET MAINTENANCE FUND		
STREET MAINTENANCE DEPARTMENT		
ACCOUNT DESCRIPTION	FY 2017 Adopted Budget	FY 2017 Amended Budget
LOCAL OPTION FUEL TAX	124,000	121,496
REVENUE-MOTOR FUEL TAXES	56,808	60,233
FDOT R-O-W MAINTENANCE	2,833	2,835
OTHER MISCELLANEOUS REVENUES	2,000	8,781
TRANSFER IN FROM GENERAL FUND	179,610	222,947
TOTAL REVENUES	365,251	416,291
EXPENDITURES	365,251	416,291
REVENUES OVER (UNDER) EXPENDITURES	-	-

Prepared by Sandra Zamacora 12/01/17 for Budget Amendment

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North Bay Village

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NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM

DATE: December 14, 2017

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

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason

PRESENTED BY STAFF: Village Manager Frank K. Rollason

SUBJECT: ABC Construction, Inc. – Amendment No. 1 to the Construction Services Agreement to address Extended General Conditions & Installation of Pin Piles Foundation – Baywalk Plaza South Side Project

RECOMMENDATION:

It is recommended that the Village Commission approves the attached Resolution authorizing the Village Manager to execute Amendment No. 1 to the Construction Services Agreement with ABC Construction, Inc. in the Lump Sum amount of \$120,350.00, for extended general conditions and the installation of pin piles foundation.

BACKGROUND:

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. (ABC). On May 11, 2017, a Notice to Proceed was issued to ABC. The start of construction of this project has been delayed due to unforeseen conditions observed in the field that required additional exploratory work and changes in the approved design.

The unforeseen field conditions could have resulted in potential conflicts between the footings of the proposed retaining walls along the perimeter of the walkway and underground obstructions not shown on the available “As-built” documents and required additional surveying and mobilization of equipment by ABC as well as changes to the design of the foundation of the retaining walls that constrained the meandering design of the pathway.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

Once all the exploratory work was completed and different foundation design alternatives analyzed, it was determined that the placement of pin piles foundation for the retaining walls was the best approach to prevent any potential underground conflicts and maintain the proposed meandering design of the walkway. As such, ABC was requested to prepare a proposal to incorporate the placement of pin piles and address all additional efforts incurred to date.

On November 30, 2017, ABC submitted via email a proposal for the Lump Sum amount of \$120,350.00, attached herein, addressing the following items:

- Placement of approximately fifty-five (55) pin piles at a maximum depth of twenty (20) feet in the amount of \$88,850.00
- Extended General Conditions for additional surveying efforts in the amount of \$24,000.00
- Equipment mobilization in the amount of \$7,500.00

FINANCIAL IMPACT:

The original contract with ABC was for construction services for the Baywalk Project (South side only) in the amount of \$911,079.00. Amendment No. 1 in the lump sum amount of \$120,350.00 will increase the total amount of the construction contract agreement to \$1,031,429.00. Funding will come from the Capital Projects Bond Trust Fund.

PERSONNEL IMPACT:

None

CONTACT:

Frank Rollason, Village Manager

Diego Lopez

From: Jorge Gonzalez <jgonzalez@abconstruction.cc>
Sent: Thursday, November 30, 2017 9:05 PM
To: Frank Rollason; george.puig@kimley-horn.com; Diego Lopez
Subject: Piles and extended General conditions

GENTLEMEN

AS PER OUR MEETING THIS AFTERNOON BELOW IS OUR BREAKDOWN.

- **PIN PILE COST WOULD BE FOR APPX 55 PILES AND NO MORE THAN 20 FEET DEEP, INSTALLED WITH HAND COMPRESSOR WE DO NOT NEED TO CLOSE OFF A LANE ON THE HIGHWAY. 88850.00**
- **WE NEED EXTENDED GENERAL CONDITIONS FOR THE EXTRA SURVEYING THAT WE HAVE DONE, EXTRA SUPERVISOR TIME OF 15 WEEKS AT 1600.00 PER WEEK 24000.00**
- **NUMEROUS EQUIPMENT MOBILIZATION TO AND FROM THE SITE 5 MOBILIZATIONS AT 1500.00 EACH 7500.00**
- **BE ABLE TO BILL ALL THE MONIES IN THE RETAINING WALL CONCRETE LINE ITEM 47.**

REGARDS,

JORGE GONZALEZ

A B C

CONSTRUCTION, INC

7215 N.W. 7th. Street

Miami, Fl. 33126

(305) 663 0322 - Phone

(305) 267 2403 - Fax

(305) 796 4865 - Cell

jgonzalez@abconstruction.cc

ABC Construction, Inc.

**PROPOSED
CHANGE ORDER**

7215 NW 7th Street
Miami, Fl. 33126

Phone: 305-663-0322
Fax: 305-267-2403

No. 4

TITLE: Piles & Extended General Conditions

DATE: 12/01/2017

PROJECT: NBV Baywalk Plaza Area Design (South Side Only)

TO: Attn: Frank K Rollason
North Bay Village
1666 Kennedy Causeway, #300
North Bay Village, FL 33141
Phone:305-756-7171 Fax:305-756-7722

CONTRACT/PO: BID # 2016-002

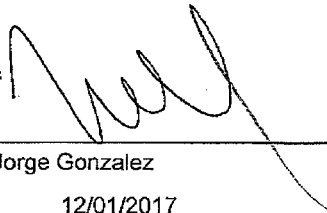
SUBMITTED: 12/01/2017

COMPLETED:

REQUIRED: 01/01/2018

Num Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	Pin Pile no more than 20 feet deep, installed with hand compressor we do not need to close off a lane on the highway.		55.000	Each	1,616.00	88,880.00
2	Surveying		5.000	Each	1,000.00	5,000.00
3	Supervisor		12.000	Each	1,600.00	19,200.00
4	Equipment mobilization to and from the site.		5.000	Each	1,500.00	7,500.00
Total:						\$120,580.00

APPROVAL

By: 
Jorge Gonzalez

Date: 12/01/2017

By: _____

Date: _____



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: December 6, 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 AMENDMENT NO. 1 TO THE CONSTRUCTION SERVICES AGREEMENT WITH ABC CONSTRUCTION, INC. TO ADDRESS EXTENDED GENERAL CONDITIONS AND INSTALLATION OF PIN PILES FOUNDATION FOR THE BAYWALK PLAZA SOUTH SIDE PROJECT, AT A LUMP SUM AMOUNT OF \$120,350.00; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RELATED 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, APPROVING AMENDMENT NO. 1 TO THE CONSTRUCTION SERVICES AGREEMENT WITH ABC CONSTRUCTION, INC. TO ADDRESS EXTENDED GENERAL CONDITIONS AND INSTALLATION OF PIN PILES FOUNDATION FOR THE BAYWALK PLAZA SOUTH SIDE PROJECT, AT A LUMP SUM AMOUNT OF \$120,350.00; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Village Commission approved Resolution No. 2016-89 on October 25, 2016 awarding Bid No. 2016-002 for the construction of the Baywalk Plaza South Side Project to ABC Construction, Inc.; and

WHEREAS, a Notice to Proceed was issued to ABC Construction, Inc. on May 11, 2017; and

WHEREAS, the project has been delayed due to unforeseen conditions observed in the field, which required additional exploratory work and changes in the approved design; and

WHEREAS, after exploratory work on the project and different alternatives were analyzed, it was determined that the placement of pin piles foundation for the retaining walls was the best approach to prevent any potential underground conflicts and maintain the proposed meandering design of the walkway; and

WHEREAS, ABC Construction, Inc. submitted a proposal to incorporate the placement of pin piles and address all additional issues incurred to date, at a lump sum cost of \$120,350.00.

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 Amendment. Amendment #1 to the agreement with ABC Construction, Inc. in the lump sum amount of \$120,350.00 to address extended general conditions and install pin piles foundation for the Baywalk Plaza South Side Project is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager is authorized to execute Amendment #1 with ABC Construction, Inc. for an amount not to exceed \$120,350.00.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of December 2017.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Norman C. Powell, Esq.
Interim Village Attorney

North Bay Village Resolution: Amendment #1 to the Construction Services Agreement with ABC Construction Services- Baywalk Plaza Southside Project.



2781 S.W. 56th Avenue • Pembroke Park, Florida 33023
Phone: (954) 985-0460 • Fax: (954) 985-0462 • www.shorelinefoundation.com

December 04, 2017

Jorge Gonzalez
ABC Construction
7215 NW 7th St.
Miami FL 33126

Re: Pin Piles
Miami, Florida.

Subject: Proposal P17-057R (R1)

As per your request, we have prepared our proposal for the pin pile work at your project located in Miami, Florida.

1. Pin Piles: **\$1,616.00/pin pile**

Furnish and install pin piles.

- 3" pin piles driven up to 20' deep.
- Pin piles shall be hot dipped galvanized
- Pin piles shall be filled with 4,000 PSI concrete
- Pin piles shall be capped with a 6" x 6" x 1/2" bearing plate
- One (1) #6 rebar up to 4' long cast into each pin pile and extending through bearing plate with a standard 90 degree bend.

Clarifications:

1. Firm, dry level access and overhead clearance to each pile location for the pile driving equipment to and from jobsite.
2. Clearance from overhead power lines shall be consistent with OSHA Standards.
3. A payment & performance bond can be provided for 1.4% of the contract amount.

4. All pile location must be accessible within a maximum radius of 40 feet from center of pile to the center pin of the crane, with a minimum clearance of 42 inches from any existing structures, which includes concrete surfaces or roof overhangs.
5. Location, relocation or protection of underground or overhead utilities and/or structures which interfere with the location of the piles and/or access to piles.
6. Each additional foot of pin pile beyond 20' shall be billed at \$25.00 per foot.
7. Certified pile log is between \$2,000.00 and \$2,500.00
8. Additional mobilizations at \$1,500.00/mobilization.

Exclusions

1. Surveying, elevations or as-built drawings.
2. Field testing or engineering.
3. Noise and/or vibration monitoring or analysis.
4. Disconnection or demolition of existing utilities.
5. Permits & permit fees and bonds.
6. Load testing and/or any engineering.
7. Protection of paving, sidewalks or other upland improvements.
8. Excavation, cofferdams and dewatering.
9. Pile layout/pile template layout/surveying.
10. Traffic maintenance, temporary Barrier wall and/or MOT plan.
11. Onsite safety officer.

We appreciate your consideration of our company for your new project. If you should have any questions, please contact me at my office.

SHORELINE FOUNDATION, INC.

Richard C. Geraci

Richard C. Geraci
Estimator

2781 S.W. 56th Avenue • Pembroke Park, Florida 33023
Phone: (954) 985-0460 • Fax: (954) 985-0462 • www.shorelinefoundation.com

Members of:
Deep Foundation Institute • Pile Drivers Contractors Association • CASF

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

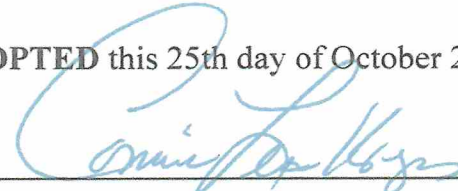
Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

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

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: December 14, 2017

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

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason

PRESENTED BY STAFF: Village Manager Frank K. Rollason

SUBJECT: Kimley-Horn & Associates, Inc. – Amendments to Architectural and Engineering Service Agreement – Bidding Assistance and Limited Construction Phase Services – Baywalk Plaza South Side Project, pursuant to Design Services Agreement 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. (Kimley-Horn) invoices in the amount of \$57,746.76 for Construction Phase Services performed between June 1 through November 30, 2017, for the on-going Baywalk Plaza South Side Construction Project, under the previously executed Amendment No. 1 between North Bay Village and Kimley-Horn; in that the total amount of the invoices exceeds the Village Manager's payment authority.

In addition, it is recommended that the Village Commission approves the attached Resolution authorizing the Village Manager to execute the attached Amendment No. 3 for Additional Limited Construction Phase Services on an hourly basis in an amount not to exceed \$62,100.00.

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. 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. (ABC). On January 12, 2017, the Village Manager executed Amendment No. 1 (copy attached) to the Kimley-Horn Agreement providing for a

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

Lump Sum Payment in the amount of \$7,800 for Bidding Assistance Services and for Limited Construction Phase Assistance Services on an hourly basis as required during the actual construction of the project. On June 27, 2017, the Village Commission adopted Resolution No. 2017-49, authorizing the Village Manager to proceed with payment of Kimley-Horn invoices in the amount of \$40,933.24 for limited construction phase services rendered through May 31, 2017. In August 2017, the Village Manager executed Amendment No. 2 to the Kimley-Horn Agreement providing for a Lump Sum Payment in the amount of \$3,000 for Geotechnical Engineering Services.

Due to additional construction efforts as a result of unforeseen field conditions, the completion timeframe of this project has been extended. As such, it is also necessary to extend Kimley-Horn's Agreement to continue its services to coincide with the new completion date of the project. Kimley-Horn has recently submitted Amendment No. 3 for Additional Limited Construction Phase Services on an hourly basis in the not to exceed amount of \$62,100.00, attached herein, to cover their continued work in concert with ABC until the anticipated completion date of the Project.

FINANCIAL IMPACT:

The original contract with Kimley-Horn 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.

Kimley-Horn has been providing limited construction phase services for the Project and the cost up to November 30, 2017, is \$98,680.00, of which \$40,933.24 were authorized for payment on June 27, 2017. Approval by the Village Commission will be required to proceed with payment for remaining services rendered under Amendment No. 1 as well as to authorize the Village Manager to extend these services via the execution of Amendment No. 3 for a not to exceed amount of \$62,100.00. 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: December 4, 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 PAYMENT TO KIMLEY HORN & ASSOCIATES, INC. IN THE AMOUNT OF \$57,746.76 FOR CONSTRUCTION PHASE SERVICES FOR THE ON-GOING BAYWALK PLAZA SOUTH SIDE CONSTRUCTION PROJECT; 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 PAYMENT TO KIMLEY HORN & ASSOCIATES, INC. IN THE AMOUNT OF \$57,746.76 FOR CONSTRUCTION PHASE SERVICES FOR THE ONGOING BAYWALK PLAZA SOUTH SIDE CONSTRUCTION PROJECT; AND 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, invoices in the amount of \$57,746.76 for construction phase services performed between June 1 through November 30, 2017 for the ongoing Baywalk Plaza South Side Construction Project have been submitted 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 \$57,746.76.

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 14th day of December 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-\$57,746.76.

Baywalk Plaza Area Design

Phase	Fee
Design Phase	
Baywalk Plaza Area Design- Design Services (North and South Side) (Main Contract)	\$100,500
Total Design Phase Services	\$100,500
Bidding Phase	
Baywalk Plaza Area Design- Bidding Services (South Side Only) (Additional Services #1)	\$7,800
Total Bidding Phase Services	\$7,800
Construction Phase	
Baywalk Plaza Area Design- LTD Construction Phase Services (South Side Only) (Additional Services #1) - January 1, 2017- November 30, 2017	\$98,680
Baywalk Plaza Area Design- LTD Construction Phase Services (South Side Only) (Additional Services #2) - July 31, 2017	\$3,000
Baywalk Plaza Area Design- LTD Construction Phase Services (South Side Only) (Additional Services #3) - December 1, 2017- May 31, 2018	\$62,100
Total Construction Phase Services	\$163,780



**AMENDMENT NUMBER 03 TO THE AGREEMENT BETWEEN THE CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 03 DATED December 4, 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: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: Aaron Buchler, P.E.

Title: Senior Vice President

Date: December 4, 2017

SCOPE OF SERVICES

Consultant shall perform the following Additional Services:

TASK 1 – LIMITED CONSTRUCTION PHASE ASSISTANCE

During the construction phase of the project between December 1, 2017 and May 31, 2018, Kimley-Horn will provide the following services to the Client:

- **Visits to Site and Observation of Construction** – Kimley-Horn will perform up to twelve (12) site visits to observe construction activities and the progress of work.
- **Construction Meetings Attendance** – Kimley-Horn will attend up to twelve (12) bi-weekly 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.

Kimley-Horn will provide these services as directed and requested by the Client. The effort will be billed according to our then-current rates. Upon reaching the maximum labor fee, Kimley-Horn will seek Client's approval for additional services as needed. If construction extends beyond May 31, 2018, Kimley-Horn will request approval for additional services.

FEE AND BILLING

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

HOURLY NOT TO EXCEED LABOR TASKS

Kimley-Horn will perform the services described in Task 1 of this Scope of Services on an hourly not to exceed basis according to our then-current rates. Individual task amounts are informational only.

<i>Task</i>	<i>Description</i>	<i>Hourly</i>
1	Limited Construction Phase Assistance.....	\$62,100

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

Fees and reimbursable expenses will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number. All permitting, application, and similar project fees will be paid directly by the Client.



**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.

Task	Description	Lump Sum Fee
1	Bidding Assistance	\$7,800.00
TOTAL LUMP SUM FEE.....		\$7,800.00

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.

Task	Description
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. 2017-49

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 Commissioner Andreana Jackson, who moved for its adoption. This motion was seconded by Commissioner Dr. Douglas N. Hornsby, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

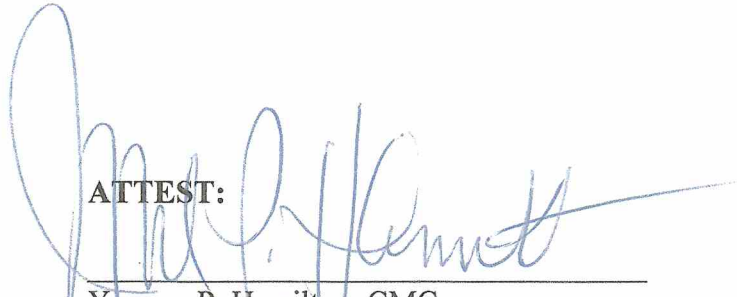
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Dr. Douglas N. Hornsby	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>

PASSED AND ADOPTED this 27th 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: 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.

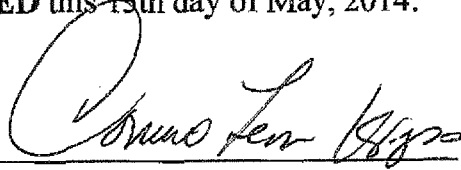
Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by Vice Mayor Eddie Lim, seconded by Commissioner Jorge Gonzalez.

FINAL VOTE AT ADOPTION:

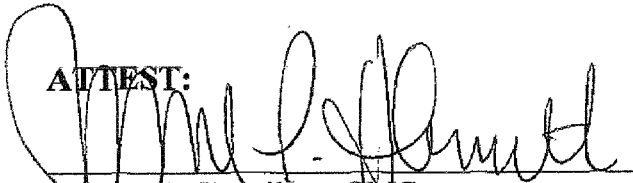
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Absent</u>
Commissioner Jorge Gonzalez	<u>Yes</u>

PASSED AND ADOPTED this 13th day of May, 2014.

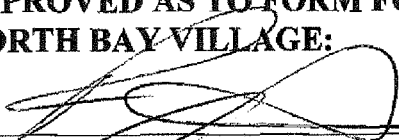


Connie Leon-Kreps, Mayor

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



**AMENDMENT NUMBER 02 TO THE AGREEMENT BETWEEN THE CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC.**


AMENDMENT NUMBER 02 DATED July 31, 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: 7/31/17

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.



By: Aaron Buchler, P.E.

Title: Senior Vice President

Date: July 31, 2017

SCOPE OF SERVICES

Through Nelco Testing & Engineering Services, Inc., (Sub-Consultant), Kimley-Horn and Associates, Inc. (Consultant) will provide the following Additional Services:

Task 1- Geotechnical Engineering Services

The Sub-Consultant will provide the following:

- 2 SPT Borings w/Drill Rig (30' depth)
- Geotechnical Report with Deep Foundation Recommendations
- Public Utility Location/Layout Coordination
- Drill Rig/Equipment/Personnel Mobilization

Please note that site is to be accessible for entry & performance of work. Any clearing necessary is to be performed by others.

If needed, additional drilling depths from those listed above will be performed as additional services.

Note:

Conducting the above referenced tests involves driving a heavy truck-mounted drill rig or the mobilization of other heavy drilling equipment (i.e. tri-pod) into the property, and drilling holes into the ground. Sub-Consultant or Consultant will not assume responsibility for damage to privately owned underground utilities (such as sprinklers, street lighting, etc.), septic tanks or other underground structures which may result from drilling activities or mobilization of drilling equipment if not identified prior to mobilization to the site. Sub-Consultant or Consultant will also not be responsible to damage of lawn or soft ground which may result from the use or movement of this equipment on the property.

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>Task</i>	<i>Description</i>	
1	Geotechnical Engineering Services	\$3,000.00
TOTAL LUMP SUM FEE.....		\$3,000.00

In addition to the lump sum fees listed above, Kimley-Horn will coordinate with the Sub-Consultant on an hourly basis using Task 2 ("Limited Construction Phase Assistance") of Amendment Number 01 dated January 11, 2017.

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING PAYMENT TO KIMLEY HORN & ASSOCIATES, INC. IN THE AMOUNT OF \$62,100.00 FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE ON-GOING BAYWALK PLAZA SOUTH SIDE CONSTRUCTION PROJECT, UNDER AMENDMENT NUMBER 3 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 with Kimley Horn & Associates, Inc. was executed by the Village Manager on January 12, 2017, providing for a Lump Sum Payment of \$7,800.00 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, Amendment No. 2 to the Agreement with Kimley Horn & Associates, Inc. was executed by the Village Manager on July 31, 2017, providing for a Lump Sum Payment of \$3,000.00 for geotechnical engineering services; and

WHEREAS, Kimley-Horn & Associates, Inc. has submitted Amendment No. 3 to the Agreement for a lump sum payment of \$62,100.00 for additional engineering services as a result of additional construction issues due to unforeseen field conditions; which has extended the project completion date. Work by Kimley-Horn & Associates, Inc. will include Visits to Site and Observation of Construction; Construction Meetings Attendance; Clarifications and Interpretations; Review of Contractor Payment Requisitions; Change Orders; Shop Drawings and Samples; Substantial Completion and Punch-list; Final Notice of Acceptability of the Work; and Limitation of Responsibilities.

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. Village Commission Action. The Village Commission hereby approves Amendment #3 to the agreement with Kimley-Horn & Associates, Inc. for additional architectural and engineering Services in connection with the Baywalk Plaza South Side Construction Project, for a lump sum amount not to exceed \$62,100.00

Section 3. Authorization of Village Official. The Village Manager is authorized to execute Amendment #3 to the Agreement with Kimley-Horn & Associates, Inc.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of December 2017.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Norman C. Powell, Esq.
Interim Village Attorney

North Bay Village/Resolution/Kimley Horn & Associates, Baywalk Plaza South Side Construction Project-Additional Architectural & Engineering Services-\$62,100.00.



North Bay Village

Administrative Offices

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

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

www.nbvillage.com

MEMORANDUM
North Bay Village

DATE: December 6, 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 PAYMENT TO KIMLEY HORN & ASSOCIATES, INC. IN THE AMOUNT OF \$62,100.00 FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE ONGOING BAYWALK PLAZA SOUTH SIDE CONSTRUCTION PROJECT, UNDER AMENDMENT NUMBER 3 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

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson



NORTH BAY VILLAGE POLICE



RECOMMENDATION MEMORANDUM

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

Phone: 305.758.2626
www.NBVillage.com

Carlos E. Noriega
Chief of Police

DATE: November 30, 2017

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

9E

RECOMMENDED BY: Frank Rollason, Village Manager

PRESENTED BY STAFF: Carlos Noriega, Police Chief

SUBJECT: December 14th, 2017 Commission Meeting Agenda- Amendment to an existing contract with Computer Information System (CIS)

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution approving Amendment #5 to the existing agreement with Computer Information Systems, Inc. (CIS) in order to obtain additional features, which include:

- Incident Report Entry, Inquiry and Updates
- Report Flow
- Person, Location, Plate, Date Range And unit History Inquiries
- CID Name Involvements

BACKGROUND:

The Village entered into an agreement with CIS on December 14, 2005. CIS provides the Police Department with a Computer Assisted Dispatch (CAD) and a Mobile Computer System (MCS).

BUDGETARY IMPACT:

\$41,400 from the Machinery and Equipment Account #001.21.521.6430.

PERSONNEL IMPACT:

There will be no personnel impact.

CONTACT:

Carlos Noriega, Chief of Police



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

MEMORANDUM
North Bay Village

DATE: December 6, 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 AMENDMENT NUMBER FIVE TO THE EXISTING AGREEMENT WITH COMPUTER INFORMATION SYSTEMS, INC. TO PROVIDE ADDITIONAL FEATURES AND FUNCTIONS TO THE COMPUTER AIDED DISPATCH SYSTEM; AUTHORIZING EXECUTION OF THE AGREEMENT; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERM OF THIS RESOLUTION; 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

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AMENDMENT NUMBER FIVE TO THE EXISTING AGREEMENT WITH COMPUTER INFORMATION SYSTEMS, INC. TO PROVIDE ADDITIONAL FEATURES AND FUNCTIONS TO THE COMPUTER AIDED DISPATCH SYSTEM; AUTHORIZING EXECUTION OF THE AGREEMENT; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERM OF THIS RESOLUTION; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Village entered into an agreement with Computer Information Systems, Inc. (CIS) on December 14, 2005 to provide a Computer Assisted Dispatch System, Records Management System, and Mobile Computer System for the North Bay Village Police Department; and

WHEREAS, the Police Department requests that the Village Commission authorize a contract modification with CIS for additional Computer Aided Dispatch features and functions to include: Incident Report Entry, Inquiry and Update, Report Flow, Person, Location, Plate, Date Range and Unit History Inquiries, and CID Name Involvements; and

WHEREAS, the current vendor, Computer Information Systems, Inc., has provided a Cost Proposal for the CIS MCS CAD Client Software Licenses and Related Professional Services at a total cost of \$41,400, under Amendment #5 to the contract; and

WHEREAS, Amendment #4 was approved on May 17, 2017 for an inventory of the Systems' Software Licenses as required by FDLE; and

WHEREAS, Amendment #3 was approved to import an Automated "A Form" into the CIS RMS System Arrest Module; and

WHEREAS, Amendment #2 was approved for a Server System and related Software and Services (Server Technology); and

WHEREAS, Amendment #1 was approved for a Mobile Computer System software; and

WHEREAS, the Commission of North Bay Village finds that approval of this Resolution is in the best interest of public safety.

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

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

Section 2. Execution of Agreement. The Village Manager is authorized to execute the agreement with Computer Information Systems, Inc. for CIS MCS CAD Client Software Licenses and Related Professional Services at a total cost of \$41,400, to be paid from Machinery and Equipment Account #001.21.521.6430.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of December 2017.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Norman C. Powell, Esq.
Interim Village Attorney

North Bay Village Resolution: Amendment #5 - Computer Aided Dispatch System - \$41,400.

**PROFESSIONAL SERVICES AMENDMENT NR. 05
TO
LICENSE AGREEMENT 330 (“AGREEMENT”)
BETWEEN
COMPUTER INFORMATION SYSTEMS, INC.
AND
CITY OF NORTH BAY VILLAGE, FLORIDA**

This Professional Services Amendment Nr. 05, hereinafter called “Amendment Nr. 05” is between Computer Information Systems, Inc., hereinafter called “CIS” and the City of North Bay Village, Florida hereinafter called “North Bay Village” or “User” or “City”. CIS and North Bay Village shall also be referred to individually as the “Party” and collectively as the “Parties”.

WHEREAS, The City and CIS entered into the Agreement on December 14, 2005 to provide a Computer Aided Dispatch (“CAD”) System, Records Management System (“RMS”) and Mobile Computer System (“MCS”) for the North Bay Village Police Department (“NBVPD”); and

WHEREAS, NBVPD has requested additional MCS features and functions as follows:

- Incident Report Entry, Inquiry and Update
- Report Flow
- Person, Location, Plate, Date Range and Unit History Inquiries
- CID Name Involvements

WHEREAS, The CIS MCS Enhanced CAD Client provides said features and functions; and

WHEREAS, CIS provided a Cost Proposal to NBVPD dated April 18, 2017 for CIS MCS CAD Client Software Licenses and related Professional Services; and

WHEREAS, The City has accepted the CIS Cost Proposal and has requested this Amendment; and

NOW, THEREFORE, in consideration of the Covenants, Terms and Conditions hereinafter set forth, the Parties hereto agree as follows:

1.0 AMENDMENT SCOPE

Acknowledge and agree that this Amendment replaces all prior written and oral communications with CIS regarding the Mobile CAD Enhanced Client.

2.0 SPECIFICATIONS

MCS Enhanced CAD Client Specifications are detailed in Addendum P(5).

3.0 ACCEPTANCE

MCS Enhanced CAD Client Acceptance is in accordance with Addendum R(4).

4.0 COST

4.1 CIS Software License Fees

MCS Enhanced CAD Client (30 @ \$ 1200.00)

	<u>\$ 36,000.00</u>	
Total		\$ 36,000.00

Services

Remote Installation and Configuration	\$ 3,000.00	
Management Training Class at CIS	<u>\$ 2,400.00</u>	
Total		\$ 5,400.00
Total		\$ 41,400.00

5.0 PAYMENT SCHEDULE

Date Due

Upon execution of this Amendment **\$ 41,400.00**

6.0 CURRENT ADDITIONAL ANNUAL RENEWAL (2018-2019): 24 X 7

MAINTENANCE AND SUPPORT, ENHANCEMENTS, NEW RELEASES

MCS Enhanced CAD Client (30 @ \$ 180.00) **\$ 5,400.00**

The Additional Annual Renewal with for the MCS Enhanced CAD Client will be due to coincide with North Bay Village's Annual Renewal Date: July 1, 2018.

7.0 USER RESPONSIBILITIES

7.1 Management Training Class

NBVPD Field Training Officers shall attend a three day Management Training Class at CIS' Skokie, IL office. The City is responsible for NBVPD travel expenses.

7.0 TERMS AND CONDITIONS

7.1 All other terms and conditions of the Agreement as amended not in conflict with this Amendment shall apply to this Amendment including but not limited to the Agreement Paragraph B, Warranty; Paragraph C, Limitation of Liabilities; and Paragraph H.7, Venue and Jurisdiction.

7.2 In the event there is a dispute between the parties hereto with regard to any specifications, terms or conditions, the order of precedence shall be this Amendment Nr. 05, the Agreement as amended, and any resultant User Contract Documents.

8.0 VALID PERIOD

This Amendment is valid only if executed and received by CIS on or before ~~November 30, 2017~~, unless extended in writing by CIS.

ACCEPTED:

COMPUTER INFORMATION SYSTEMS, INC.

Signed: 
By: MICHAEL YEFISKY
Title: PRESIDENT
Date: OCTOBER 16, 2017

CITY OF NORTH BAY VILLAGE, FLORIDA

Signed: _____
Name: _____
Title: _____
Date: _____

**EFFECTIVE DATE: LAST DATE ENTERED ABOVE
ADDENDA: P(5), R(4)**

ADDENDUM P(5) MOBILE COMPUTER SYSTEM (MCS)

1.0 GENERAL

The MCS System Software consists of any of the following:

- MCS Server Software
- MCS CAD Client Software
- MCS Enhanced CAD Client Software
- MCS State/NCIC Interface
- MCS Mapping Software
- MCS RMS Client Software

2.0 MCS CAD CLIENT TRANSACTIONS

- CAD Dispatches to Mobile
- Mobile Status to CAD
- Mobile Disposition to CAD
- Mobile Traffic Stop to CAD
- Incident Log
- Incident Blotter
- Prior Call History
- Premise Information
- Displays ProQA Data
- CAD Message to Mobile
- Mobile Message to CAD
- Mobile Message to Mobile
- RMS Image to Mobile

3.0 MCS ENHANCED CAD CLIENT TRANSACTIONS

- Incident Report Entry, Inquiry and Update
- Report Flow
- Person, Location, Plate, Date Range and Unit History Inquiries
- CID Name Involvements

4.0 MCS STATE (CJIS/NCIC) INQUIRIES

- Person
- Vehicles
- Firearms
- Boats
- Articles

5.0 MCS MAPPING SPECIFICATIONS

- Displays Incident and Vehicle Location
- Displays E911 Call Location
- Uses Agency Shape Files
- Interfaced with ESRI On-Line
- Interfaces with Pictometry

6.0 MCS RMS WS CLIENT SPECIFICATIONS

This MCS RMS WS Client enables the Mobile operator to access and operate the RMS System. A given Mobile operator may perform those functions permitted by his specific profile in the CIS System Matrix Security System. Direct access to System Sign-On requires Terminal Services and Citrix and is subject to State CJIS guidelines.

7.0 MCS SYSTEM HARDWARE AND SYSTEM SOFTWARE REQUIREMENTS

7.1 Mobile Lap Top (MLT) Requirements

- Processor: Intel Quad Core Processor
- RAM: 8 GB
- Hard Drive: 500 GB
- Air Card – 4G/LTE
- DVD Available
- Touch Screen
- Back-lit Keyboard
- Automobile Accessory AC Adaptor
- Ruggedized
- Windows 7 Professional or Windows 10 Operating System
- MS Word

7.2 MCS Server Requirements

7.2.1 Server Specifications

Check with CIS for specifications applicable to the number of Mobiles initially and anticipated.

8.0 CJIS REQUIREMENTS

8.1 Virtual Private Network (VPN) and Two (2) Factor Authentication

A Virtual Private Network (VPN) is required to satisfy CJIS requirements; two (2) factor authentication may be required.

8.2 Network Diagram

User shall prepare a Network Diagram subject to State CJIS Requirements. Said Network Diagram shall be approved by the State CJIS prior to CIS Mobile Installation.

9.0 LIMITATIONS

9.1 Features

Certain features and functions may not be available for the current version of the User's System, Windows, MLT or Wireless. Check with CIS for availability.

9.2 Performance

Performance, including response time is a function of User's hardware and wireless network or common carrier communications network and is outside the scope of the CIS MCS Software furnished herein. User will, at his own cost, purchase any hardware and software necessary to achieve and maintain User's desired performance within the limitations imposed by said hardware, including without limitation of MCS Servers and Lap Tops and wireless network.

ADDENDUM R(4) ACCEPTANCE PROCEDURES FOR SPECIAL PROGRAM PRODUCTS AND OTHER PROGRAM PRODUCTS

1.0 SPECIAL PROGRAM PRODUCTS

1.1 ACCEPTANCE PROCEDURES

Acceptance of a Special Program Product shall be based solely on reasonable compliance with the applicable Addenda listed in the Definitions of this Agreement, or as set forth in any Amendment to this Agreement hereinafter, or as set forth in specifications in any Amendment to this Agreement as applicable. CIS will demonstrate that the Special Program Product reasonably complies with the Specifications set forth. Said demonstrations that the Special Program Product reasonably complies with the applicable Addenda shall constitute acceptance of the Special Program Product by the User. The System(s) Acceptance Procedure will be conducted in Two (2) Steps. The First Step will be conducted on the CIS Server(s) and Workstation(s) at CIS. The Second Step is Acceptance Verification and will be conducted remotely on User's Server at the time of Initial Delivery.

User shall acknowledge User's Systems Acceptance in writing at the times of Systems Acceptance at CIS in Step 1 and Acceptance Verification in Step 2.

1.2 FAILURE TO ACCEPT

In the event that a given Special Program Product is not in reasonable compliance with the applicable Addenda, User may reject said Special Program Product. If User rejects said Program Product under the provisions of Paragraph 1.1 above and CIS fails to cure the lack of compliance within ninety (90) days, then CIS shall refund the money received by CIS for that given Special Program Product. The User agrees that the User's sole recourse for rejection of a given Special Program Product shall be the refund of any money paid to CIS for that Special Program Product and that Special Program Product shall then be deleted from the Agreement and User's Computer.

2.0 OTHER PROGRAM PRODUCTS

Other Program Product(s) consist of hardware and/or software and services supplied by other vendor(s) under separate vendor's license agreement(s) between the vendor and the User. The terms and conditions of the sale, acceptance, warranty, maintenance and support, are given in said vendor's license/purchase agreement. The User agrees that CIS' sole responsibility is to manage the transfer of User's funds received by CIS for payment to the vendor. The User will pay the vendor directly for maintenance and support beyond the vendor's initial warranty period unless payment(s) are made to CIS under scheduled Diagnostic support.

3.0 FAILURE TO DELIVER SPECIAL PROGRAM PRODUCTS AND OTHER PROGRAM PRODUCTS

In the event that either User and/or CIS determines that it is unreasonable for CIS to provide for any reason including cost and/or compatibility with the System(s) any Special Program Product or the User does not Accept any Special Program Product on delivery for any reason, then CIS will delete said Special Program Product and any balance due from the Agreement, and refund to User any monies paid to CIS for said Special Program Product.

If the User decides to delete an Other Program Product if it has been ordered, and if delivered and not been placed in service (not connected to the System(s)), any payment made by CIS on behalf of the User shall be subject to the return policy and restocking fee, if any of the Vendor of said Other Program Product. Any balance due for said Other Program Product shall then be deleted from the Agreement.

If the User desires to delete an Other Program Product, if ordered, delivered and it has been placed in service (connected to the System(s)), it shall only be subject to said Vendor's Warranty and Maintenance Policy.

Deletion of any Special Program Product or Other Program Product from the Agreement shall not bear on the User's acceptance and payment for any Basic Program Product or any other Special Program Product or Other Program Product in the Agreement or any Amendment thereto.

4.0 OBLIGATIONS

User acknowledges that User has entered into this agreement with the understanding that any or all of the Special Program Products and Other Program Products listed in the Definitions of the Agreement may not be deliverable or acceptable to the User and that the User's sole recourse for any failure to deliver or lack of acceptance of said products is specified in the above paragraphs. The disposition(s) of any of said product(s) shall not affect the other obligations of the parties hereto under this Agreement.

AMENDMENT #4

AMENDMENT #4

**PROFESSIONAL SERVICES AMENDMENT NR. 04
TO
LICENSE AGREEMENT NR. 330 ("AGREEMENT")
BETWEEN
COMPUTER INFORMATION SYSTEMS INC. ("CIS")
AND
CITY OF NORTH BAY VILLAGE, FLORIDA ("USER" or "CITY")**

This Professional Services Amendment Nr. 04, hereinafter called "Amendment Nr. 09" is between Computer Information Systems, Inc., hereinafter called "CIS" and the City of North Bay Village, Florida hereinafter called "North Bay Village" or "User". CIS and North Bay Village shall also be referred to individually as the "Party" and collectively as the "Parties".

WHEREAS, CIS Systems currently provide Computer Aided Dispatch ("CAD"), Records Management System ("RMS"), and Mobile Computer System ("MCS") hereinafter called "Systems" that support User's law enforcement operations; and

WHEREAS, FDLE requires an inventory of the Systems' Software Licenses; and

WHEREAS, CJIS Security Policy 5.1.1.1(5) requires that "The agreement between the CJA and the private contractor shall incorporate the CJIS Security Addendum approved by the Director of the FBI, acting for the U.S. Attorney General as referenced in Title 28 CFR 20.33 (a)(7); and

WHEREAS, When the Chief Law Enforcement Officer of an Agency changes, the Florida Department of Law Enforcement ("FDLE") requires an amended contract; and

WHEREAS, In response to FDLE requirements and CJIS Security Policy, CIS has prepared this Professional Services Amendment Nr. 04 for execution by the Parties hereto.

NOW THEREFORE, the Parties hereto agree to the following:

1.0 SYSTEMS SOFTWARE LICENSEES

The Systems' Software Licenses are as follows:

- CAD (1 WS*)
- RMS (16 WS*)
- CAD-State Interface
- MCS Server (Unlimited)
- MCS CAD Client (27)
- MCS RMS Client (27)
- MCS FDLE Interface
- A-Form Data Import

*Work Station

2.0 CJIS SECURITY ADDENDUM

The CJIS Security Addendum is attached and incorporated herein.

3.0 CONTRACT TERMS

3.1 All other terms and conditions of the Agreement as amended not in conflict with this Amendment shall apply to this Amendment including but not limited to the Agreement Paragraph B, Warranty; Paragraph C, Limitation of Liabilities; and Paragraph H.7, Venue and Jurisdiction.

3.2 In the event there is a dispute between the parties hereto with regard to any specifications, terms or conditions, the order of precedence shall be this Amendment Nr. 04, the Agreement as amended, and any resultant User Contract Documents.

4.0 VALID PERIOD

This Amendment is valid only if executed and received by CIS on or before June 7, 2017 unless extended by CIS.

COMPUTER INFORMATION SYSTEMS, INC. (CIS)

Signed: _____

By: MICHAEL YEFSKY

Title: PRESIDENT

Date: MAY 17, 2017

CITY OF NORTH BAY VILLAGE, FLORIDA

Signed: _____

Name: Carlos Noriega

Title: Chief of Police

Date: _____

EFFECTIVE DATE: LAST DATE ENTERED ABOVE

Agency\North Bay Village, FL\Amendments\Professional Services Amendment Nr. 04 05172017

FEDERAL BUREAU OF INVESTIGATION

CRIMINAL JUSTICE INFORMATION SERVICES

SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.0 Definitions

1.1 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.2 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.0 Responsibilities of the Contracting Government Agency.

2.1 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.0 Responsibilities of the Contractor.

3.1 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.0 Security Violations.

4.1 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.2 Security violations can justify termination of the appended agreement.

4.3 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.0 Audit

5.1 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.0 Scope and Authority

6.1 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.2 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.3 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.4 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.5 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division,
FBI 1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION CRIMINAL
JUSTICE INFORMATION SERVICES SECURITY
ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

AMENDMENT #3

**PROFESSIONAL SERVICES AMENDMENT NR. 03
TO
LICENSE AGREEMENT NR. 330 ("AGREEMENT")
BETWEEN
COMPUTER INFORMATION SYSTEMS INC. ("CIS")
AND
CITY OF NORTH BAY VILLAGE, FLORIDA ("USER" or "CITY")**

WHEREAS, CIS Systems provide CAD, RMS and MCS (Systems) that support the North Bay Village PD ("NBVPD") law enforcement operations; and

WHEREAS, Miami-Dade County ("County") requires that its Law Enforcement Agencies submit Arrest Information on its Miami Dade County Prisoner Processing Arrest Form ("A-Form"); and

WHEREAS, The County has contracted with Thinkstream, Inc. ("Thinkstream") to provide an automated "A-Form"; and

WHEREAS, NBVPD desires to have A-Form data imported into the CIS RMS System Arrest Module; and

WHEREAS, NBVPD has requested that CIS provide an import of the A-Form Data ("A-Form Data Import"); and

WHEREAS, CIS had proposed to furnish the A-Form Data Import on 08-12-2012; an

WHEREAS, User has requested this Amendment for said A-Form Data Import;

NOW THEREFORE, the Parties hereto agree to the following:

1.0 AMENDMENT SCOPE

User acknowledges and agrees that this Amendment replaces all prior written and oral communications from CIS regarding the A-Form Data Import in their entirety and that the Specifications set forth in this Amendment solely define the functions and features of the A-Form Data Import to be delivered.

2.0 SYSTEMS DELIVERABLES

CIS agrees to furnish the A-Form Data Import Interface (Special Program Products) as follows:

2.1. A-Form Data Import Interface

3.0 SYSTEMS AND ACCEPTANCE SPECIFICATIONS

3.1. Systems Specifications

The Features, Functional Specifications and the Acceptance Specifications as set forth in the following Addenda attached hereto:

A-Form Data Import: System: Addendum N(10)
Acceptance: Addendum R(4)

User acknowledges and agrees that the above Features and Functional Specifications for the A-Form Data Import Interface are subject to change without notice.

3.2 Acceptance

Acceptance of the A-Form Data Import Interface shall be on delivery in accordance with 3.1 above and Addendum R(4).

4.0 COST SCHEDULE

4.1. License Fees

A-Form Data Import

\$ 35,000.00

License Fees Total

\$ 35,000.00

4.2. Professional Services

None

5.0 PAYMENT SCHEDULE

Nr. 1 Payment Upon Delivery:

\$ 35,000.00

6.0 ESTIMATED TARGET DELIVERY SCHEDULE

User has requested Delivery by December 31, 2012. CIS accepts December 31, 2012 as an Estimated Target Delivery Date and is subject to factors beyond the control of either the User or CIS including but not limited to computer hardware procurement acquisition, technical problems, State approval, etc.

7.0 CONTRACT TERMS

All Terms and Conditions of Master Agreement Nr. 333 as amended not in conflict with this Amendment shall apply to this Amendment. In the event there is a dispute between the parties hereto with regard to any specification, terms or conditions, the order of precedence shall be this Amendment, the Agreement, and any User furnished Contract Documents.

8.0 VALID PERIOD

This Amendment is valid only if executed and received by CIS on or before November 15, 2012 unless extended in writing by CIS.

ACCEPTED:

COMPUTER INFORMATION SYSTEMS INC. (CIS)

Signed: Art Yefsky
By: ART YEFsky
Title: PRESIDENT AND CEO
Date: OCTOBER 24, 2012

NORTH BAY VILLAGE FLORIDA

Signed: Robert T. Daniels
By: Robert T. Daniels
Title: Chief of Police
Date: 10/29/12

Signed: _____

By: _____

Title: _____

Date: _____

**EFFECTIVE DATE: LAST DATE ENTERED ABOVE
ADDENDA: N(10), R(4)**

Agency\North Bay Village, FL\Amendments\Professional Services Amendment Nr,03 10242012
Masters\Amendment\Master Professional Services Amendment 09202011

**ADDENDUM N(10)
ARREST IMPORT INTERFACE**

1.0 SCOPE

CIS will provide an Import Interface that will import Arrest Data entered by the User using the Miami Dade County Arrest Form (A-Form) into the CIS RMS Arrest Module.

2.0 ARREST FORM DATA SPECIFICATIONS

2.1 A-Form Data will be in an XML format specified by Miami Dade County.

2.2 A-Form Data will be resident on a shared folder on the User's System.

3.0 USER RESPONSIBILITY

3.1 User will facilitate contact between Miami Dade County, Think Stream (Miami Dade County's A-Form Vendor) and CIS for the purpose of support with questions regarding functionality of the Import Interface.

3.2 User will provide a copy of A-Form Data in xml format and Schema for use by CIS as a test environment during the development of the Import Interface.

3.3 User will provide a target shared folder that will receive the A-Form Data xml Files.

3.4 User shall review each imported Arrest Record and perform the following tasks:

- CID Master Name Linkage
- Geofile Address Verification
- Statute Validation
- UCR Validation

4.0 CIS RESPONSIBILITY

4.1 CIS will enhance its existing Import Interface Software that will operate on the CIS provided Network Technology.

4.2 The Interface Software will monitor the A-Form Data Shared Folder.

4.3 The Interface Software will import new Arrests into the CIS Records Management System Arrest Module.

4.4 Data Elements that occur in both the CIS System and A-Form will be imported directly to the CIS data elements. Other data element not occurring in the CIS System will be imported into the CIS Custom Defined Fields or in the Arrest Module Log.

Masters\Addenda\Arrest Import - L\Addendum N(10) 09062012

ADDENDUM R(4)

ACCEPTANCE PROCEDURES FOR SPECIAL PROGRAM PRODUCTS AND OTHER PROGRAM PRODUCTS

1.0 SPECIAL PROGRAM PRODUCTS

1.1 ACCEPTANCE

Acceptance of a Special Program Product shall be based solely on reasonable compliance with the applicable Addenda listed in the Definitions of this Agreement, or as set forth in any Amendment to this Agreement hereinafter, or as set forth in specifications in any Amendment to this Agreement as applicable. CIS will demonstrate that the Special Program Product reasonably complies with the Specifications set forth. Said demonstrations that the Special Program Product reasonably complies with the applicable Addenda shall constitute acceptance of the Special Program Product by the User. The System(s) Acceptance Procedure will be conducted in Two (2) Steps. The First Step will be conducted on the CIS Server(s) and Workstation(s) at CIS. The Second Step is Acceptance Verification and will be conducted remotely on User's Server at the time of Initial Delivery.

User shall acknowledge User's Systems Acceptance in writing at the times of Systems Acceptance at CIS in Step 1 and Acceptance Verification in Step 2.

1.2 FAILURE TO ACCEPT

In the event that a given Special Program Product is not in reasonable compliance with the applicable Addenda, User may reject said Special Program Product. If User rejects said Program Product under the provisions of Paragraph 1.1 above and CIS fails to cure the lack of compliance within ninety (90) days, then CIS shall refund the money received by CIS for that given Special Program Product. The User agrees that the User's sole recourse for rejection of a given Special Program Product shall be the refund of any money paid to CIS for that Special Program Product and that Special Program Product shall then be deleted from the Agreement and User's Computer.

2.0 OTHER PROGRAM PRODUCTS

Other Program Product(s) consist of hardware and/or software and services supplied by other vendor(s) under separate vendor's license agreement(s) between the vendor and the User. The terms and conditions of the sale, acceptance, warranty, maintenance and support, are given in said vendor's license agreement. The User agrees that CIS' sole responsibility is to manage the transfer of User's funds received by CIS for payment to the vendor. The User will pay the vendor directly for maintenance and support beyond the vendor's initial warranty period unless payment(s) are made to CIS under scheduled Diagnostic support.

3.0 FAILURE TO DELIVER SPECIAL PROGRAM PRODUCTS AND OTHER PROGRAM PRODUCTS

In the event that either User and/or CIS determines that it is unreasonable for CIS to provide for any reason including cost and/or compatibility with the System(s) any Special Program Product or the User does not Accept any Special Program Product on delivery for any reason, then CIS will delete said Special Program Product and any balance due from the Agreement, and refund to User any monies paid to CIS for said Special Program Product.

If the User decides to delete an Other Program Product if it has been ordered, and if delivered and not been placed in service (not connected to the System(s)), any payment made by CIS on behalf of the User shall be subject to the return policy and restocking fee, if any of the Vendor of said Other Program Product. Any balance due for said Other Program Product shall then be deleted from the Agreement.

If the User desires to delete an Other Program Product, if ordered, delivered and it has been placed in service (connected to the System(s)), it shall only be subject to said Vendor's Warranty and Maintenance Policy.

Deletion of any Special Program Product or Other Program Product from the Agreement shall not bear on the User's acceptance and payment for any Basic Program Product or any other Special Program Product or Other Program Product in the Agreement or any Amendment thereto.

4.0 OBLIGATIONS

User acknowledges that User has entered into this agreement with the understanding that any or all of the Special Program Products and Other Program Products listed in the Definitions of the Agreement may not be deliverable or acceptable to the User and that the User's sole recourse for any failure to deliver or lack of acceptance of said products is specified in the above paragraphs. The disposition(s) of any of said product(s) shall not affect the other obligations of the parties hereto under this Agreement.

NORTH BAY VILLAGE POLICE DEPARTMENT

MEMORANDUM # 07-07-04

DATE: July 30, 2007

**TO: Mayor Joseph S. Geller
Vice-Mayor George A. Kane
Commissioner Oscar Alfonso
Commissioner Rey Trujillo
Commissioner Paul Vogel
Yvonne Hamilton, City Clerk**

FROM: Scott J. Israel, Chief of Police *SJ*

VIA: Jorge Forte, City Manager

**SUBJECT: AUGUST 7, 2007 COMMISSION AGENDA -REQUEST TO APPROPRIATE
AND DISBURSE FEDERAL FORFEITURE FUNDS**

We are requesting approval to appropriate and disburse \$103,800.00 from our Federal Forfeiture Account 07 for the PSA Academy, PSA and New Dispatcher Uniforms and Equipment, a donation to Drug Free Youth In Town and purchase of Halloween Bags/Gifts for DARE, use of Firearms Training Facility and Instructors Certification, Motors Training and Conference, a Citrix System to enhance CAD/RMS/Mobile Communications (see explanation and quote attached) and funds to remodel and refurbish our Records Management Office/File Storage Facility and construction of new offices including old City Hall Area. Funds will be utilized in the following manner:

Operating Expenses:

- **PSA Academy (5635)** \$ 550.00
- **New PSA & Dispatcher Uniforms and Equipment (5555)** \$ 650.00
- **DFYIT/Dare Supplies (5486)** \$ 900.00
- **Firearms Training Use of Facility and Certification (5635)** \$ 2,250.00
- **Motors Training (5635) and Conference (5340)** \$ 950.00
- **Cell Phones for Six Months** \$ 5,000.00

Capital Outlays:

- **Records Department Remodeling (6201)** \$15,000.00
- **Additional Electrical for CAD Remodeling(6201)** \$ 6,000.00
- **CITRIX System (6410)** \$26,000.00
- **Create New Offices including area at Old City Hall for DARE/PAL
Interrogation Room, Traffic/Motors, Operations Support, Code
Enforcement, Homeland Security, Fingerprint Area/Crime Lab** \$45,000.00
- **Equipment for New Offices and Work Out Room (6430)** \$ 2,500.00
- **TOTAL.....\$103,800.00**

These purchases are in compliance with City Purchasing Ordinances and will leave a balance in excess of \$ \$15,000.00 in our Federal Forfeiture Fund. Thank you in advance for your consideration in recommending approval of this request.

SJI:mjm

Attachment:: ALL PURCHASE DOCUMENTATION/EXPLANATIONS

EXPLANATION FOR PURCHASE REQUESTS

VERIZON CELL PHONES

Transferring all Personnel except DB to Verizon/plan is much more cost effective

PSA Uniform and PSA Academy Training Class

NEW PSA will require:

- One Class A Uniform
- Three Class B Uniforms
- PSA BADGE

NEW DISPATCHER will require:

- Three Polo Shirts and BDU's
- Wireless BlueTooth

DFYIT/DARE

- Drug Free Youth Program sponsored by local Police Departments, Corporations and Individuals \$500.00 Donation
- Police Information Halloween Bags, Monogrammed Bookmarks and Key Chains to be distributed to the Youth in the Community and in Treasure Island Elementary

FIREARMS FACILITY

- \$350.00 hour and Training Certification for Two Officers

RECORDS MANAGEMENT DEPARTMENT

- Update and purchase lateral File Cabinets , Work Station, tear down walls to make the Office more Functiona

CITRIX SYSTEM Enhancement /ELECTRICAL for CAD/RMS/Mobile Servers

- See Write-up on following Page

NEW OFFICES TO BE CREATED IN OLD CITY HALL

- DARE/PAL Office and Community Conference Room
- Traffic/Motors and Operations Support Offices
- Administrative Sergeant's Office
- Code Enforcement Office

NEW OFFICES TO BE CREATED IN CURRENT POLICE BUILDING

- Operations Bureau/Homeland Security Office
- Interrogation Room – Complete with one way glass window
- Crime Lab and Fingerprint Area for Residents and Public Fingerprinting
- Workout Facility needs additional equipment and new carpeting

ADDITIONAL ELECTRICAL/COMPUTER INSTALLATIONS

All new areas will need additional electrical for Cameras, Computers/Server Connections, Cable Television

**North Bay Village Police Department
Hardware, System Software and Services
Citrix/Terminal Server System
April 12, 2007**

Hardware

1. Citrix Server	\$ 3,479.00
<ul style="list-style-type: none">• IBM xSeries 236 Xeon 2.8 GHz Processor (2)• 2 GB Memory• RAID Controller• 36 GB 15,000 RPM Hot Swap Disks (2)• IBM 24x7x4 Hour Warranty Upgrade	
Total Hardware	\$ 3,479.00

System Software

1. Windows 2003 Server	\$ 3,800.00
<ul style="list-style-type: none">• Windows Server Standard Edition (1)• Windows Server Client Access License (30)• Windows Terminal Server CAL (30)	
2. Microsoft SQL Server	\$ 4,620.00
<ul style="list-style-type: none">• SQL 2000 Standard Device CAL (30)	
3. Citrix Metaframe (30)	\$ 8,400.00
<ul style="list-style-type: none">• Metaframe Presentation Server - Advanced	
4. Remote Management	\$ 193.00
<ul style="list-style-type: none">• Symantec PC Anywhere 11.5	
5. Symantec Anti-Virus	\$ 63.00
<ul style="list-style-type: none">• Symantec Anti-Virus Enterprise (1)	

- 6. MS Word**
- MS Word License (30) **\$ 600.00**

Total System Software **\$ 17,676.00**

Services

1. Install Systems at CIS **\$ 2,400.00**

- 2 Days @ \$ 1,200.00/Day

2. Install Systems at North Bay Village **\$ 2,400.00**

- 2 Days @ \$ 1,200.00/Day

3. Travel and Diem **\$ 1,720.00**

- Airfare 1@ \$ 1,000.00 \$ 1,000.00
- Hotel 3 @ 80.00 \$ 240.00
- Car Rental 3 @ \$ 80.00 \$ 240.00
- Diem 3 @ \$ 80.00 \$ 240.00
- \$ 1,720.00**

Total Services **\$ 5,520.00**

Grand Total **\$ 26,675.00**

CIS Software operates as three (3) separate components.

- **CAD (Computer Aided Dispatch)**
 - Designed to Monitor all Officer Activity
 - Provide Centralized, Consolidated GEO File for City
 - Auto Assign Incident Numbers to Calls for Service

- **RMS (Records Management System)**
 - Enter Incident Reports
 - Report UCR (Uniform Crime Reports) Activity to State
 - Administrators can Monitor Incident Activity
 - Copy and Paste Persons' information into Incident Reports
 - (if we have incident with Name, DOB, SSN, Address, physical descriptors, vehicles,, etc. and we have another incident involving that person, the RMS allows the user to instantly cut, paste and or edit that information)
 - Detective Bureau Case Assignment
 - Officer Performance Tracking
 - Incident Editing by Supervisors and Administrators

- **MOBILE CLIENT (Laptop Computer)**
 - Allows Officers to query license plates, DL's, Open Warrant Info
 - Officers can write incident reports outside of office

THE ENTIRE SYSTEM IS POWERFUL, HOWEVER, IT MAY BE ENHANCED BY THE INSTALLATION OF THE **CITRIX COMPONENT**, as follows:

1. Officers will be able to take full advantage of the RMS System (presently the Mobile Client cannot copy and paste information. At present, they can only do this from a desktop workstation). This will save them time and eliminate the necessity to recreate information that is already there. They will not have to duplicate information, but simply cut and paste within the same incident and future incidents.
2. Officers will be able to access the GEO File and consolidate addresses within the Database
3. Administrators will be able to **remotely** access Officer Performance, Incident Tracking, Scheduling or any Statistical Data that is entered in to the System
4. Records Management will be more accurate, as information is entered, it will go into the Database in a uniform, consistent manner
5. Road Supervisors will be able to review a list of activity from the field instead of having to come into the Station to monitor activity on the Desktop
6. The Detective Bureau will be able to access assignments from the filed and supplements and additions till be as simple as a click of the mouse

PURCHASE ORDER
P.O. Number 0000001508 Page 1

City of North Bay Village
1666 KENNEDY CAUSEWAY
SUITE 700
NORTH BAY VILLAGE, FL 33141
Phone 305 756-7171
Fax 305 756-7722

Order Date 09/19/2007
Ordered By maryjo
Terms Net
FOB
Ship Via

Vendor: CISINC
COMPUTER INFORMATION SYSTEMS, INC.
7840 LINCOLN AVENUE

SKOKIE IL 60077
Phone 847 673-7800
Fax 84 767-7804

Ship To:
POLICE DEPT.
CITY OF NORTH BAY VILLAGE
7903 EAST DR
NORTH BAY VILLAGE FL 33141

Line	Item No. Item Description	Unit Price	Units	Qty Ordered	Qty Received Qty Open
0001	CITRIX SERVER (HARDWARE)	3479.0000		1.000	1.000
0002	WINDOWS 2003 SERVER (SOFTWARE)	3800.0000		1.000	1.000
0003	MICROSOFT SQL SERVER	4620.0000		1.000	1.000
0004	CITRIX METAFRAME	8400.0000		1.000	1.000
0005	REMOTE MANAGEMENT	193.0000		1.000	1.000
0006	SYMANTEC ANTI-VIRUS	63.0000		1.000	1.000

PURCHASE ORDER
P.O. Number 0000001508 Page 2

City of North Bay Village
1666 KENNEDY CAUSEWAY
SUITE 700
NORTH BAY VILLAGE, FL 33141
Phone 305 756-7171
Fax 305 756-7722

Order Date 09/19/2007
Ordered By maryjo
Terms Net
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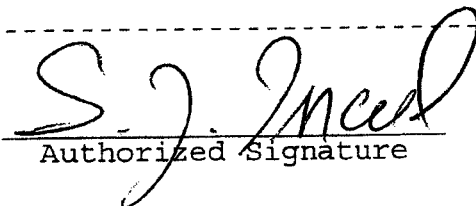
Ship To:
POLICE DEPT.
CITY OF NORTH BAY VILLAGE
7903 EAST DR
NORTH BAY VILLAGE FL 33141

Line	Item No. Item Description	Unit Price	Units	Qty Ordered	Qty Received Qty Open
0007	MS WORD	6000.0000 5000 ⁰⁰		1.000	1.000
0008	INSTALL SYSTEM AT CIS	2400.0000		1.000	1.000
0009	INSTALL SYSTEM AT NBV	2400.0000		1.000	1.000
0010	TRAVEL AND DIEM	1855.0000		1.000	1.000

Order Notes:

Order Total

~~33210.00~~
32,210⁰⁰


Authorized Signature

Authorized Signature

AMENDMENT #2

**AMENDMENT NR. 02
LICENSE AGREEMENT NR. 330 (AGREEMENT)
COMPUTER INFORMATION SYSTEMS INC. (CIS)
AND
NORTH BAY VILLAGE FLORIDA (USER)**

WHEREAS, User desires to enhance the use of its Systems furnished by CIS under the Agreement with mobile computing; and

WHEREAS, CIS has proposed on January 6, 2006 to furnish its Mobile Computer System (MCS); and

WHEREAS, User has requested this Amendment for MCS;

NOW THEREFORE, the Parties hereto agree to the following:

1.0 MCS SPECIFICATIONS

User acknowledges and agrees that this Amendment replaces all prior written and oral communications regarding MCS from CIS in their entirety and that the Specifications set forth in this Amendment solely define the functions and features of software and services delivered.

2.0 SYSTEMS

CIS agrees to furnish the following MCS Software for use on the User's Computer(s):

- MCS Server
- MCS CAD Client
- MCS RMS Client
- MCS FDLE Interface

3.0 SPECIFICATIONS

The User agrees with the System Specifications set forth as follows:

3.1 Mobile Computer System (MCS)

Specifications set forth in Addendum P(5) and R(3).

3.2 MCS-FDLE INTERFACE

State Interface specifications as set forth in Addendum S(8) and R(3).

**ADDENDUM P (5)
MOBILE COMPUTER SYSTEM (MCS)**

1.0 GENERAL

CIS will furnish the MCS for use with the User's Wireless System (CDPD, CDMA, DataRadio, Ip Mobile with minimum bandwidths of 19.2 KBPS). The MCS Software will consist of the following:

- MCS Server Software
- MCS CAD Mobile Client Software
- MCS RMS Mobile Client Software

2.0 USER FURNISHED EQUIPMENT AND INSTALLATION

2.1 Mobile LapTop (MLT)

2.1.1 The recommended Mobile Lap Top (MLT) specifications are as follows:

- Processor: Pentium M Mobile
- RAM: 512 MB
- DISC: 2 GB
- Windows 2000/XP Operating System
- Wireless Wide-Band Modem (High Power, Trunk Mount)
- NIC Available
- CD ROM Available
- Touch Screen
- Designed for rough use
- MS Word

2.1.2 The recommended Lap Top is hardened for public safety use such as Panasonic Model 29.

2.1.3 User will furnish CIS with a User's MLT for installation, verification, test, and User Training at CIS.

2.1.4 CIS will confirm to User that User's furnished MLT is compatible with the CIS MCS and in accordance with CIS furnished specifications.

2.2 Wireless Network (Network)

2.2.1 Network Provider

4.0 COST AND PAYMENT SCHEDULE

4.1 MCS LICENSE FEES

4.1.1 License Fees (WS = workstations)

MCS Server (Unlimited)	\$ 20,000.00	
MCS CAD Client (27 @ \$1,000.00)	\$ 27,000.00	
MCS RMS Client (27 @ \$500.00)	\$ 13,500.00	
MCS FDLE Interface	<u>\$ 15,000.00</u>	
Total License Fees		\$75,500.00

4.1.2 Services

Configuration, Generation, Installation	\$ 8,000.00	
Train-the-Trainer (3 Days @ \$1,200.00)	<u>\$ 3,600.00</u>	
Total Services		\$11,600.00

4.1.3 Year One

24 x 7 Maintenance and Support, Enhancements and New Releases		<u>\$ 4,000.00</u>
Total		\$91,100.00

4.1.4 MS Word Credit from Agreement (4 @ \$210.00) <\$ 840.00>

4.1.5 Florida System (SM) Reduction <\$37,600.00>

TOTAL MCS **\$52,660.00**

4.2 MOBILE SERVER

4.2.1 Hardware

Mobile Server		
IBM xSeries 236 Xeon 2.8 GHz Processor (2)		
2 GB Memory		
RAID Controller		
36 GB 15,000 RPM Hot Swap Disks (3)		
IBM 24x7x4 Hour Warranty Upgrade		
15" LCD Monitor		
Total Mobile Server		\$ 5,690.00

4.2.2 Server Software

Windows 2003 Server Standard Edition (1)	\$ 650.00	
Symantec PC Anywhere 11.5	\$ 193.00	
Symantec Anti-Virus Enterprise (1)	<u>\$ 63.00</u>	
Total Server Software		\$ 906.00

4.2.3 Services

Installation at CIS (1 @ \$ 1,200.00)	\$ 1,200.00	
---------------------------------------	-------------	--

Installation at North Bay Village (2 @ \$1,200.00)	\$ 2,400.00	
Travel and Diem Expenses		
Airfare	\$ 500.00	
Hotel 4 @ \$ 80.00	\$ 320.00	
Diem 4 @ \$ 80.00	\$ 320.00	
Car Rental 4 @ 60.00	\$ 240.00	
Miscellaneous	<u>\$ 120.00</u>	
	\$ 1,500.00	
First Year Maintenance and Support	<u>\$ 2,400.00</u>	
Total Services		<u>\$ 7,500.00</u>
TOTAL MOBILE SERVER		<u>\$14,096.00</u>
		=====
GRAND TOTAL		<u>\$66,756.00</u>

4.3 Payment Schedule

On Order		
50% of Software and Services	\$26,330.00	
90% of Hardware	<u>\$12,686.00</u>	
Total On Order Payment		\$39,016.00

On Delivery and Acceptance		
50% of Software and Services	\$26,330.00	
10% of Hardware	<u>\$ 1,410.00</u>	
Total On Delivery and Acceptance		\$27,740.00
		=====
GRAND TOTAL		<u>\$66,756.00</u>

5.0 DELIVERY

MCS: Three (3) to Six (6) Months
FDLE Interface: Six (6) to Nine (9) Months

6.0 USER RESPONSIBILITIES

- 6.1 Wireless network (greater than 19.2 KHz) must be installed, tested and fully operational prior to Management Training and Delivery.
- 6.2 User is responsible for all installations including but not limited to Mobile mounting hardware, LapTops, mobile power connection and facility (power, HVAC, etc.) for Server(s).
- 6.3 User will provide four (4) copies of Microsoft Office shipped to CIS.

7.0 TRAINING AND ACCEPTANCE

CIS will provide a three (3) day Management Training and Train-the-Trainer Session at CIS. Acceptance shall be at CIS Management Training in accordance with Addendum R(3) attached hereto. User will send two (2) Lap Tops to CIS for testing and certification and use during training. Lap Tops will be returned at Management Training.

8.0 ADDITIONAL ANNUAL RENEWAL FEE INCREASE (2007-2008)

MCS Software Maintenance and Support:	\$4,000.00
Server Software Support (CAD/RMS/MCS):	<u>\$2,400.00</u>
	\$6,400.00

9.0 CONTRACT TERMS

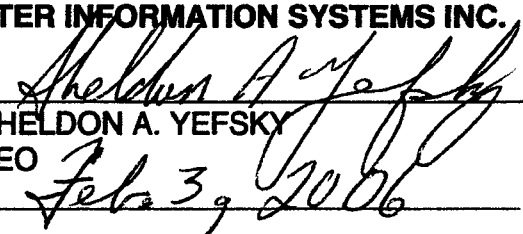
Terms and Conditions of License Agreement 330 are not in conflict with this Amendment Nr 02 shall apply.

10.0 VALID PERIOD


This Amendment is valid only if executed and received by CIS on or before March 1, 2006.

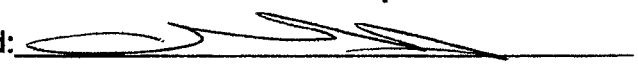
ACCEPTED:

COMPUTER INFORMATION SYSTEMS INC. (CIS)

Signed: 
By: SHELDON A. YEFSKY
Title: CEO
Date: Feb 3, 2006

NORTH BAY VILLAGE FLORIDA

Signed: 
By: SCOTT ISRAEL
Title: CHIEF OF POLICE
Date: 2/21/06

Signed: 
By: CHARITY GOOD
Title: CITY MANAGER
Date: 2/21/06

**NORTH BAY VILLAGE
AMENDMENT 02**

02-03-06

EFFECTIVE DATE: LAST DATE ENTERED ABOVE

Attachments: Addendum P(5), Addendum R(3), Addendum S(8)

rmsdoc.agency.northbay.amendment.north bay village amendment 02_MCS_020206.doc

AMENDMENT #1

**AMENDMENT NR. 01
TO
LICENSE AGREEMENT NR. 330 (Agreement)
BETWEEN
COMPUTER INFORMATION SYSTEMS INC. (CIS)
and
NORTH BAY VILLAGE FLORIDA**

WHEREAS, License Agreement 330 provides for use of CIS Windows Systems (Systems) and Services including CAD, RMS and MCS; and

WHEREAS, User requires a Server System and related Software and Services (Server Technology); and

WHEREAS, User desires to have a single source for procurement of Systems and required Server Technology; and

WHEREAS, CIS has agreements with Suppliers of Server Technology (Subcontractor(s)) that will provide the Server Technology for CIS Systems;

NOW THEREFORE: The parties agree to the following:

1. User agrees to purchase under this Amendment 01 the Server Technology detailed in Schedule 1 hereto.
2. User agrees that upon delivery of Server Technology to User or CIS, title to and any including manufacturers warranty, maintenance and support provisions and risk of loss shall pass through to User.
3. It is understood and acknowledged by the User that CIS and the Subcontractor(s) are independent corporations acting as Contractor and Subcontractor(s) respectively.
4. The obligations and responsibilities of the User including payments are detailed in this Amendment 01. User agrees to pay CIS for products and services detailed in Paragraph 12.0 below. Adjustment of Cost for hardware and software items deleted by User shall be subject to: (1), manufacturer's return policy (2), restocking fee, (3) shipping and handling costs and (4), reduction based on Subcontractor's cost allocations.
5. User agrees that payment by User of any CIS invoice shall indicate that User has accepted the products and/or services on said invoice unless prepaid. Acceptance of products shall be based solely on demonstration upon installation that the given product meets the manufacturer's published

specifications. Subcontractor's services will be performed in a workmanship like manner by its personnel certified by manufacturers to perform the work.

6. User agrees to be responsible for and to pay any State and Local taxes applicable to the products scheduled in the Customer Documents. Any such payments by User are separate and apart from the amounts scheduled for payment to CIS in Paragraph 12 below.
7. User agrees to pursue all maintenance and warranty services directly with the manufacturers. User agrees that CIS shall not be responsible for any warranty or maintenance services under this Amendment 01 except to assist the User with any claim for said services.

In the event of any dispute regarding the manufacturer's warranty or maintenance or support or any other claim regarding Subcontractor's delivered products or services or performance or non-performance, User agrees to pursue its resolution outside this Amendment 01 directly with the Subcontractor and/or manufacturer.

In order to achieve this end, to the extent that User and Subcontractor have any limits to their privity of contract with each other, User shall be considered a third party beneficiary of any agreements between Subcontractor and CIS with respect to any obligations of Subcontractor related to user.

In addition, Subcontractor shall be considered a third party beneficiary of this Amendment 01 in order to enforce collection against User in event of User's failure to pay the amounts due for Subcontractor's products and services.

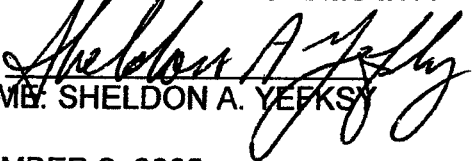
8. User agrees to pay CIS for Subcontractor products and services delivered in accordance with the Customer Documents despite any problem User has with CIS' performance (as opposed to Subcontractor's performance) under this Agreement.
9. CIS and User agree that any dispute or course of action of this Amendment 01 does not in any way affect the obligations of CIS or User under this Agreement, or any other amendment thereto.
10. User agrees that the sole warranty for any given hardware or software product detailed in Schedule 1 is the published warranty of the manufacturer of that given hardware or software product.
11. All other terms and conditions of this Agreement, including but not limited to limitation of Liabilities, not in conflict with this Amendment 01 shall apply to this Amendment 01.

12. COST AND PAYMENT SCHEDULE

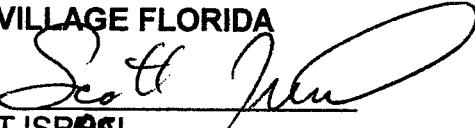
A.	SERVER TECHNOLOGY PER SCHEDULE 1:	\$ 25,600.00
B.	PAYMENT SCHEDULE	
	Payment on Contract Execution	\$ 22,450.00
	Payment on Acceptance	\$ 3,150.00
		<u>\$ 25,600.00</u>

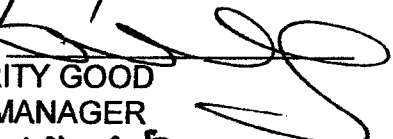
ACCEPTED BY:

COMPUTER INFORMATION SYSTEMS INC.

SIGNATURE: 
 OFFICER NAME: SHELDON A. YEFKSY
 TITLE: CEO
 DATE: DECEMBER 2, 2005

NORTH BAY VILLAGE FLORIDA

SIGNATURE: 
 NAME: SCOTT ISRAEL
 TITLE: CHIEF OF POLICE
 DATE: 12/14/05

SIGNATURE: 
 NAME: CHARITY GOOD
 TITLE: CITY MANAGER
 DATE: 12-17-05

EFFECTIVE DATE:

Attachment: Schedule 1: Server Technology

SCHEDULE 1

North Bay Village Police Department Hardware, System Software, Services and Work Stations

Hardware

1. Data Server

- IBM xSeries 236 Xeon 2.8 GHz Processor (2)
- 2 GB Memory
- RAID Controller
- 36 GB 15,000 RPM Hot Swap Disks (3)
- IBM 24x7x4 Hour Warranty Upgrade
- 15" LCD Monitor

Total Server

\$ 5,690.00

Server Software

1. Windows 2003 Server

\$ 1,516.00

- Windows Server Standard Edition (1)
- Windows Server Client Access License (6)

2. Microsoft SQL Server

\$ 1,491.00

- SQL Server 2000 Standard (1)
- SQL 2000 Standard Device CAL (6)

3. Backup Software

\$ 1,735.00

- Veritas Backup Exec 10.0 License
- Veritas Backup Exec 10.0 SQL Agent
- Veritas Backup Exec 10.0 Open File Agent

4. Remote Management

\$ 193.00

- Symantec PC Anywhere 11.5

5. Symantec Anti-Virus

\$ 126.00

- Symantec Anti-Virus Enterprise (2)

Total Server Software

\$ 5,061.00

Server Total

\$ 10,751.00

RMS Workstations (WS)

	<u>Unit</u>	<u>Total</u>
1. IBM Express ThinkCentre A51p (2) <ul style="list-style-type: none">• Pentium 4 Processor 3 GHz• 512 MB Memory• 40 GB Hard Drive• Windows XP Professional• CD-RW/DVD Combo Drive• 3 Year On-Site Repair 9x5x4 Hour Response• Windows XP Professional	\$ 936.00	\$ 1,872.00
2. IBM 17" L171p LCD Monitor (2)	\$ 379.00	\$ 758.00
3. Microsoft Word (1) <i>OFFICE</i>	\$ 210.00	\$ 420.00
4. Symantec Anti-Virus (1)	\$ 65.00	<u>\$ 130.00</u>
Total RMS WS		\$ 3,180.00

CAD Workstation (WS)

	<u>Unit</u>	<u>Total</u>
1. IBM Express ThinkCentre A51p (1) <ul style="list-style-type: none">• Pentium 4 Processor 3 GHz• 1024 MB Memory(? 80) • 40 GB Hard Drive• Windows XP Professional• CD-RW/DVD Combo Drive• 3 Year On-Site Repair 9x5x4 Hour Response	\$ 936.00	\$ 936.00
2. IBM L191p 19" LCD Monitor (2)	\$ 565.00	\$ 1,130.00
3. Matrox P650 Dual Video Card	\$ 166.00	\$ 166.00
4. Microsoft Word (1) <i>OFFICE</i>	\$ 210.00	\$ 210.00
5. Symantec Anti-Virus (1)	\$ 65.00	<u>\$ 65.00</u>
Total CAD WS		\$ 2,507.00

Panasonic Laptop

		<u>Unit</u>	<u>Total</u>
1. Panasonic CF51	(1)	\$ 2,587.00	\$ 2,587.00
<ul style="list-style-type: none"> • Mobile Pentium 2.0 GHz • 512 MB Memory • 80 GB Hard Drive • Windows XP Professional • CD-RW/DVD Combo Drive • 3 Year Warranty • Windows XP Professional 			
2. Microsoft Word (1)		\$ 210.00	\$ 210.00
3. Symantec Anti-Virus (1)		\$ 65.00	\$ 65.00
Total Laptop			\$ 2,862.00

Services

1. Install Systems at CIS	\$ 2,400.00
<ul style="list-style-type: none"> • 2 Days @ \$ 1,200.00/Day 	
2. Install Systems at North Bay Village	\$ 2,400.00
<ul style="list-style-type: none"> • 2 Days @ \$ 1,200.00/Day 	
3. Travel and Diem Expenses	\$ 1,500.00
<ul style="list-style-type: none"> • Airfare \$ 500.00 • Hotel 4 @ \$ 80.00 \$ 320.00 • Diem 4 @ \$ 80.00 \$ 320.00 • Car Rental 4 @ 60.00 \$ 240.00 • Miscellaneous \$ 120.00 	

Total Services \$ 6,300.00

Grand Total \$ 25,600.00

ADDENDUM S(8) CAD TO STATE INTERFACE

1.0 CAD TO STATE INTERFACE SPECIFICATIONS

1.1 The CAD to STATE Interface will provide the following NCIC transactions from the CAD Data Entry Screen:

- Vehicle Registration Check
- Drivers License Check
- Wanted Persons

2.0 USER RESPONSIBILITY

2.1 The User shall provide at his own expense the minimum equipment, material and labor for the State NCIC Connection.

2.2 User will provide CIS with the State CAD API, Client and access to the State as required for technical information including transaction syntax.

2.3 State Terminal IDs as required.

2.4 Install and test the State Interface when shipped to User.

3.0 CIS RESPONSIBILITY

3.1 Receive the User API and Client software.

3.2 Develop the CAD Interface.

3.3 Ship the CAD Interface to the User for test and installation.

**ADDENDUM R (3)
ACCEPTANCE PROCEDURES FOR SPECIAL PROGRAM PRODUCTS AND
OTHER PROGRAM PRODUCTS**

1.0 SPECIAL PROGRAM PRODUCTS

1.1 ACCEPTANCE

Acceptance of a Special Program Product shall be based solely on substantial compliance with the applicable Addenda listed on Page 1 of the Agreement, or as set forth in any Amendment to the Agreement, or as set forth in specifications in any Amendment to the Agreement as applicable. CIS will demonstrate that the Special Program Product substantially complies with the Specifications set forth. Said demonstrations that the Special Program Product substantially complies with the applicable Addenda shall constitute acceptance of the Special Program Product by the User. The System(s) Acceptance Procedure will be conducted in Two (2) Steps. The First Step will be conducted on the CIS Server(s) and Workstation(s) at CIS. The Second Step is Acceptance Verification and will be conducted remotely on User's Server and Workstation(s) at the time of Initial Delivery.

User shall acknowledge User's Systems Acceptance in writing at the times of Systems Acceptance at CIS in Step 1 and Initial Delivery in Step 2.

1.2 FAILURE TO ACCEPT

In the event that a given Special Program Product is not in substantial compliance with the applicable Addenda, User may reject said Special Program Product. If User rejects said Program Product under the provisions of Paragraph 1.1 above and CIS fails to cure the lack of compliance within ninety (90) days, then CIS shall refund the money received by CIS for that given Special Program Product. The User agrees that the User's sole recourse for rejection of a given Special Program Product shall be the refund of any money paid to CIS for that Special Program Product and that Special Program Product shall then be deleted from the Agreement and User's Computer.

2.0 OTHER PROGRAM PRODUCTS

Other Program Product(s) consist of hardware and/or software and services supplied by other vendor(s) under separate vendor's license agreement(s) between the vendor and the User. The terms and conditions of the sale, acceptance, warranty, maintenance and support,

ADDENDUM R(3)

are given in said vendor's license agreement. The User agrees that CIS' sole responsibility is to manage the transfer of User's funds received by CIS for payment to the vendor. The User will pay the vendor directly for maintenance and support beyond the vendor's initial warranty period unless scheduled for payment to CIS.

3.0 FAILURE TO DELIVER SPECIAL PROGRAM PRODUCTS AND OTHER PROGRAM PRODUCTS.

In the event CIS determines that any Special Program Product or Other Program Product is unreasonable for CIS to provide, CIS may delete said Special Program Product or Other Program Product from the Agreement. In that event, CIS shall then delete any such product from the Agreement and refund any money paid to CIS for said deleted product. Deletion of any Special Program Product or Other Program Product shall not bear on the User's acceptance and payment for any Basic Program Product or any other Special Program Product or Other Program Product.

4.0 OBLIGATIONS

User acknowledges that user has entered into this agreement with the understanding that any or all of the Special Program Products and Other Program Products listed on page 1 may not be deliverable or acceptable to the User and that the User's sole recourse for any failure to deliver or lack of acceptance of said products is specified in the above paragraphs. The disposition(s) of any of said product(s) shall not affect the other obligations of the parties hereto under this agreement.

rmsdoc.addenda:acceptance add r(3)
01-08-05

ADDENDUM P(5)

User will furnish an Ip Network with at least 19.2 KBPS. CIS currently has systems using Ip MobileNet, DataRadio and Sprint (CDPD and CDMA). User will check with CIS regarding other networks. CIS will require User to furnish local contact information of vendor of any anticipated network.

2.3 MCS STATE (CJIS/NCIC) INTERFACE

2.3.1 State Specifications

User will furnish State NCIC/CJIS Specifications and contact information connectivity and interface client for CIS connection.

2.3.2 Server

User will be responsible for all costs and labor for Server that will interface with the MCS Server and the State.

2.4 MCS Server

User will furnish Server for the MCS. Check with CIS for specifications applicable to the number of Mobiles initially and anticipated.

3.0 MCS MOBILE TRANSACTIONS

Features marked with "*" also require User purchase of CIS Records Management System (RMS).

3.1 MCS CAD Mobile

The following Transactions are provided for MCS Mobiles Licensed by purchase of MCS CAD Mobile Software:

- CAD Dispatches to Mobile, Text Displayed and Computer Voiced
- Touch and Command Key enables Repeat of the Computer Voiced Dispatch
- Mobile Status to CAD
- Mobile Disposition to CAD
- Mobile Traffic Stop to CAD
- CAD Message to Mobile
- Mobile Message to CAD
- Mobile Message to Mobile
- Mobile Hot File Inquiry to State NCIC: Person, Vehicle License and Driver License Registrations
- State NCIC Response to Mobile
- Mobile RMS Name Inquiry to RMS

ADDENDUM P(5)

- RMS Record Lists Response to Mobile

3.2 MCS RMS Mobile Field (FBR)

The following Transactions are provided for MCS Mobiles Licensed by purchase of MCS RMS Mobile Software:

- Mobile RMS Text Reports to RMS
- Mobile RMS Record Reports to RMS
- Mobile RMS Screen and Fields on Mobile are similar to RMS Screens and Fields at the Station
- Mobile RMS Fields' Edits duplicate RMS Fields' Edits at the Station
- Mobile RMS Functions duplicate many of the RMS functions at the Station.
- Mobile RMS Features do not include direct access to operate the RMS System or to the RMS Records.
- Direct Access to System Sign-on requires Terminal Services or Citrix Server subject to DPS Guidelines and is scheduled separately if provided by CIS.

3.3 Mobile Record Recall

Mobile Operator may recall any Record entered by that Operator during a Single sign-on (tour of duty) and modify or add additional data. Any said modification of previously entered data to that given Record will overwrite the previously transmitted Record when retransmitted.

3.4 MCS Server Mobile Message Transaction Validation

The MCS Server will check each Mobile message transmission for errors. Messages with errors will be marked with a Red Dot at the Mobile and will be rejected at the MCS Server. The sending Mobile will then be polled by the Server a preset number of times to retransmit said messages with errors. Error free Messages will be marked with a Green Dot at the Mobile and will be merged directly with the database at the CAD/RMS Server.

3.5 MCS Server Mobile Message Field Report Log

A Mobile Field Report Log will be provided at MCS Server. The Log may be accessed by personnel to view Records.

3.6 Mobile Operator LapTop Interface

The following Windows appear on the Mobile LapTop (MLT) in the following order when the Operator first accesses the MCS:

ADDENDUM P(5)

- Wireless Watcher Windows
- Windows Desk Top Windows
- CIS Log On Windows
- CIS MCS Windows

3.6.1 Wireless Watcher Window

The Wireless Watcher (Watcher) Window provides the Operator with either a "RED" or "GREEN" indicator of Wireless Network availability and the Signal Level when data is available from the Wireless Modem. A Signal Level greater than - 100 dbm is required for operation.

The Watcher Window must be minimized by the Operator to expose the entire Windows Desk Top Screen.

3.6.2 Windows Desk Top (WDT) Window

The WDT Window contains ICONS of the various MCS Application. The Operator would select the MCS ICON for normal patrol operation.

3.6.3 MCS Log On Window

The Log On Window will appear. The Operator must Log On.

3.6.4 Mobile MLT Screen

The Mobile Screen provides the Operator access to all MCS Windows' functions detailed in Paragraph 6.0 below.

The Operator's functional interface to said MCS functions are provided by:

- Function Key
- Mouse
- Clicks
- Touch (Touch Screen MLT required)

3.7 MOBILE RECORD DOWNLOAD TO MCS HOST

Transactions are stored on disc. Three (3) download options are as follows:

- Wireless
- Diskette/CD
- LAN

4.0 MOBILE CAD TRANSACTIONS

ADDENDUM P(5)

The following Transactions are provided for MCS Mobiles Licensed for CAD by purchase of MCS CAD Mobile Software:

- CAD Dispatches to Mobile, Text Displayed and Computer Voiced
- Touch and Command Key enables Repeat of the Computer Voiced Dispatch
- Mobile Status to CAD
- Mobile Disposition to CAD
- Mobile Traffic Stop to CAD
- CAD Message to Mobile
- Mobile Message to CAD
- Mobile Message to Mobile
- Mobile Hot File Person and Vehicle and Driver and Vehicle License Registrations Inquiry to State NCIC
- State NCIC Response to Mobile
- *Mobile RMS Name Inquiry to RMS
- *RMS Record Lists Response to Mobile

4.1 CAD Transaction Data

4.1.1 CAD to Mobile Dispatch (Text and Computer Voiced)

The MLT display of a Dispatch will contain the following:

- Agency/Incident Number
- Date/Time
- Activity/Priority
- Location
- Unit(s) Assigned
- Complainant
- Geofile Hazards
- Blotter
- Premise File

4.1.2 CAD to Mobile Text Messages

Four (4) Line by 40 Character Message

4.1.3 Mobile Text Messages to CAD

Eight (8) Line by 40 Character Message

4.1.4 Mobile Unit Status Entry To CAD

- Available

ADDENDUM P(5)

- En Route
- At Scene
- Emergency

4.1.5 Mobile Dispatch Entry To CAD

- Traffic Stop CFS
- Dispatch Disposition/with Remarks

*** 4.2 MOBILE INQUIRIES TO RMS**

4.2.1 Mobile Master Name Inquiry (MNI)

4.2.1.1 Inquiry

Inquiry Selection By Module (Calls For Service, Incident Modules, Wants/Warrant, Court Order, Vehicles, etc.).

4.2.1.2 Response

MNI Listing of Prior Incident Records in selected Module(s). No actual Records are sent to Mobile.

4.2.2 Master Location Inquiry (MLI) to RMS

4.2.2.1 Inquiry Conditions

4.2.2.1.1 Inquiry Selection by Address or Common Place

4.2.2.2 Response

MLI Listing of Prior Incident Records at location. No actual Records are sent to Mobile.

4.3 RMS Image to Mobile

RMS Operator may select the Image on a given Record and initiate a transmission of the Image on said Record to a selected Mobile.

***5.0 MOBILE RMS FOR RECORDS ENTRY**

The following specifications apply to MCS Mobiles Licensed for RMS by purchase of MCS RMS Mobile Software.

5.1 Mobile RMS Record Entry

ADDENDUM P(5)

5.1.1 CAD-RMS Data Import

The Import Function will provide for certain CAD Data to be imported into an Administration Module Record with the Agency/Incident Number of the CAD Record.

5.1.2 RMS Administrative Record

The RMS Administrative Record will import CAD data including the Complainant Name and Address Data.

5.1.3 Other RMS Modules

When the Operator posts (saves) the Administrative Segment, he may then select any other Incident Module for entry.

5.1.4 RMS Text Reports

Text Reports that are entered without prior entry of an Administrative Record will be held by the MCS Server until an Administrative Record has been entered at the Mobile or at the RMS Host.

5.1.5 Mobile RMS Record Data Entry Functionality

Mobile RMS Record Data Entry functionality is similar to Record Data Entry directly on the RMS Host.

5.2 RMS Field Based Reports- Incident Modules

Field Reports may be entered in the following RMS modules:

- Administrative
- Offense
- Victim
- Offender
- Arrest
- Witness/Contact
- Property
- Vehicle
- Tow/Impound
- Citations

5.3 RMS Text Field Reports

Text reports may be entered with or without entry of data in the above Incident

ADDENDUM P(5)

Modules.

6.0 LIMITATIONS

6.1 Features

Certain features and functions detailed in 4.0 and 5.0 may not be available for the current version of the User's System, Windows, MLT or Wireless. Check with CIS for availability.

6.2 Performance

Performance, including response time is a function of User's hardware and wireless network or common carrier communications network and is outside the scope of the CIS MCS Software furnished hereinunder. User will, at his own cost, purchase any hardware and software necessary to achieve and maintain User's desired performance within the limitations imposed by said hardware, including without limitation of MCS Servers and LapTops and wireless network.

7.0 INSTALLATION AND USER RESPONSIBILITY

7.1 MCS Server

The MCS Server Software furnished hereinunder is electronically installed remotely by CIS. Any on-site installation requested by User not specifically scheduled in this Amendment will be billed at \$ 1,200.00 per day plus expenses. CIS will provide an Installation CD for the User to install the MCS Clients on the User's MLTs.

7.2 MLT Synchronization with RMS/CAD Server

User is responsible for installation of the MCS RMS and/or CAD Clients on the Users MLTs. Each new CIS Systems Version Release shall require the User to upload the new Version to the MLTs whether or not any changes have been made to the MCS software with the Version. User is responsible for updating MLT Code Tables on all MLTs with any Code Table updates on the RMS/CAD Server.

ORIGINAL AGREEMENT

rmsdoc.licen:master windows_092804
R. 9-12-05
agency:north bay village fl.north bay village fl_license agreement_091205.doc

**COMPUTER INFORMATION SYSTEMS INC.
LICENSE AGREEMENT 330**

This Agreement is between Computer Information Systems Inc. hereinafter called "CIS" and North Bay Village Florida hereinafter called the "User". This Agreement provides an annually renewable object code computer software license for non-exclusive use of System(s) and Services listed below. This Agreement specifies the terms and conditions under which said System(s) and Services are to be provided and the terms and conditions regarding the installation and use of the CIS System(s) and Services to be located at the following site:

North Bay Village Police Department
7903 East Drive
North Bay Village, Florida 33141-3310

USER'S COMPUTER: SERVER: SQL 2000 SERIAL NBR: _____

SYSTEM(s) VERSION: WINDOWS SERVER 2000/2003

THE SYSTEM(S), SERVICES AND OTHER PROGRAM PRODUCTS TO BE PROVIDED ARE AS FOLLOWS:

BASIC PROGRAM PRODUCTS:	LICENSE FEE	SPECIFICATIONS
COMPUTER ASSISTED DISPATCH (CAD)	ADDENDUM A	ADDENDUM D(3), M(2)
RECORDS MANAGEMENT SYSTEM (RMS)	ADDENDUM A	ADDENDUM D(3), M(2)
SPECIAL PROGRAM PRODUCTS:		
CAD-STATE INTERFACE	ADDENDUM A	ADDENDUM S(8), R(3)
RECORDS CONVERSION	ADDENDUM A	ADDENDUM T(4), R(3)
SERVICES:		
STATEMENT OF WORK	ADDENDUM A	ADDENDUM C
CUSTOMIZATION	ADDENDUM A	PARAGRAPH F
TRAINING	ADDENDUM A	ADDENDUM C, Par. E
INSTALLATION OF SYSTEM(S)	ADDENDUM A	ADDENDUM C, Par. E
DELIVERY	ADDENDUM A	ADDENDUM B, C
SYSTEM(S) ACCEPTANCE	ADDENDUM A	ADDENDUM M(2),R(3)
MAINTENANCE AND SUPPORT	ADDENDUM A	PARAGRAPH D
WARRANTY	ADDENDUM A	PARAGRAPH B

OTHER PROGRAM PRODUCTS TO BE PROVIDED ARE AS FOLLOWS:

NONE

ADDENDA TO THIS AGREEMENT: A, B, C, D(3), M(2), R(3), S(8), T(4)

TERMS AND CONDITIONS**A. SYSTEM(S)**

1. The term "System(s)" as used in this Agreement refers to the licensed Basic Program Products and Special Program Products listed on Page 1 of this Agreement and any Addendum hereto, and includes related materials such as manuals, instructions, and other writings relating to the System(s) delivered or to be delivered by CIS to User. The System(s) are proprietary and copyrighted property of CIS. All rights are reserved by CIS.

The term "Other Program Products" as used in this Agreement are listed on Page 1 and are the licensed hardware and/or software and/or services provided by third parties. Training, installation, warranty, maintenance, support and renewal provisions are in accordance with the terms and conditions of the applicable Amendment for the given Other Program Products attached hereto and incorporated herein.

2. This Agreement is effective from the date on which it is accepted by CIS and will remain in effect until terminated in accordance with the provisions of this Agreement. The License Fee provides for the non-exclusive use of the System(s), maintenance and support as described below for a term of one (1) calendar year (Maintenance Term) from the Date of Installation. The Date of Installation as used in this Agreement is defined as that day when the Basic Program Product(s) is first installed on User's Computer. The User may continue to use the System(s) for additional Maintenance Terms by payment of renewal fees in accordance with Paragraph G.2 below.
3. The System(s) may be used only on the User's Computer listed on Page 1 on the effective date of this Agreement at the Site(s) listed on Page 1. The System(s) may not be transferred, migrated or otherwise installed on any other computer, including but not limited to, redundant and non-stop server configurations without written amendment to this Agreement and payment of then current fees. Installation on another computer is allowed for: (1), in the event of the purchase of a replacement for the User's Computer and (2), storage of backup data.
4. The User agrees to use the System(s) for its internal purposes only. The User will limit access to the System(s) to those employees who require such access in order to use the System(s) in furtherance of the User's business. Such use may only be at the Site designated on Page 1 or on an Amendment to this Agreement.

The User will not make the System(s) available to any other person, organization, or third party for any purpose or reason including but not limited to data extracts, other software applications, occasional users, other agencies, vendors and third party support personnel without the express written permission from CIS.

“Additional Users” as used in this Agreement may use the System(s) only with express written permission from CIS and only after additional applicable license and support fees are paid CIS.

5. The User shall take all reasonable precautions to maintain the confidentiality of the System(s), but not less than that employed to protect its own proprietary and/or confidential records and information. The obligations expressed in this provision shall remain binding upon the User and Additional Users even after termination of this Agreement.

CIS shall maintain as confidential, any User documentation and records provided to CIS.

6. The User may reproduce any System(s) related materials for its own use as long as all titles, trademarks, trade names, and copyright notices are also reproduced. The User may make two (2) copies on tape or CD of the System(s) software for backup purposes only and affix copyright notices.
7. This Agreement, and any of the licenses, System(s) or related materials to which it applies, may not be assigned, sublicensed, sold, mortgaged, pledged, or otherwise transferred by the User.
8. Upon termination of this Agreement for any reason, the User shall immediately remit all payments due CIS, delete the System(s) from all Servers and Workstations, and deliver to CIS the originals and all copies (whether partial or whole, and regardless of form) of the System(s) and related materials within ten (10) calendar days of the effective date of termination.
9. User may desire to purchase other System(s) in addition to those listed on Page 1 of this Agreement. CIS agrees to add said System(s) to this Agreement at the then current CIS price by written Amendment in accordance with Paragraph H.9 below.
10. Other governmental agencies may purchase System(s) using this Agreement at the then current price, terms and conditions.

11. The Specifications including but not limited to Features, Functions and Data Elements (Specifications) for the System(s) listed on Page 1 of this Agreement are specified only in the applicable Addendum on said Page 1. CIS reserves the right to change said Specifications without notice.

CIS will provide software in new releases to preserve User's data in the event that any changes to the System(s) and Specifications will affect User's data.

B. WARRANTIES

CIS warrants that each System will provide the features and functions as specified in the applicable Addendum listed on Page 1 of this Agreement for one (1) year from the Date of Installation if the System is properly used in a machine environment as specified in Paragraph G.6. The User understands, however, that errors may exist or occur in the System(s), and CIS does not warrant that operation of the System(s) will be uninterrupted. CIS will respond to any reported error condition as specified in Paragraph D below. **THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, EXCEPT AS EXPRESSLY STATED HEREIN.**

C. LIMITATION OF LIABILITIES

CIS' liability for damages (regardless of the form of action, whether in contract or tort) shall in no event exceed that amount paid by the User to CIS during the preceding twelve (12) month period for the specific System as to which the claim(s) arose. Under no circumstances shall CIS be liable for indirect, special, exemplary, incidental or consequential damages, including, but not limited to, loss of anticipated savings or profits, loss resulting from business or operations disruption, loss of records or information, or effects on services, persons and other systems even if CIS knew or should have known or had been advised of the possibility of such damages. No action, whether based on contract, strict liability or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than one (1) year after such cause of action accrued, except that an action for non-payment may be brought within two (2) years of the date of the last payment.

D. SOFTWARE MAINTENANCE SERVICES AND SUPPORT SERVICES

CIS agrees to provide the User with software maintenance services for the System(s) and will make all reasonable efforts to correct any error reported by the User. Should CIS find that the reported error is not in its System(s) or operational procedures, CIS will advise the User accordingly. In the event that the error has resulted from the negligence or modification of the System(s) by

the User, the User will be billed by CIS in connection with said error correction at prevailing rates plus incidental travel and living expenses.

CIS agrees to provide the User with software support services to assist User personnel with questions relating to the System(s). Said support shall be provided by telephone during normal business hours on weekdays.

CIS agrees to provide the User with software support services by telephone for emergency events only on a 24 hour, 7 day basis. User agrees to maintain at all times a valid backup copy of the entire System(s) Library(s) and most current backup of the data files to enable restoration of the System(s) when required.

User agrees to provide CIS wideband and dialup electronic access to User's Server and Workstations using PC Anywhere to facilitate CIS' maintenance and support services.

The above services shall be provided by CIS to the User for the System(s) on the User's Computer under the conditions that the User is not in default of the Agreement, that the User has made all payments in accordance with this Agreement, and that the User has renewed the Agreement in accordance with Paragraph G.2 in a timely fashion.

Support services for Additional Users authorized in accordance with Paragraph A.5 above shall be solely provided by the User unless scheduled for "Additional User Support" in Addendum A hereto.

E. INSTALLATION AND TRAINING

1. CIS will provide Training for User's personnel and Installation Services for the System(s). The Training Services are Management Orientation for management personnel at CIS and Operational use for staff personnel at User's facility.

Preparation of the System(s) will be at the CIS facility in Skokie Illinois. Installation of System(s) shall be by electronic download. If requested by CIS or User, User will ship User's Server and one (1) Workstation to CIS for the initial installation of the System(s). The User's Server and Workstation shall be loaded with Windows 2000 and SQL and configured on User's Network prior to shipment to CIS for the initial installation of the System(s).

2. Training and installation services will be provided by CIS in the amounts specified in Addendum A and C of this Agreement.
3. User is responsible for all other User's costs in connection with the installation and training services provided including User's travel and

diem expenses of User's personnel and shipment of User's Server and Workstation to CIS.

4. Additional training and installation services beyond those specified in Addendum A and C are available at the rates in effect at the time such services are requested. Additional travel and living costs incurred by CIS personnel in connection with on-site services in addition to that specified herein are billable at additional cost to the User.
5. One (1) initial set of manuals consisting of one (1) hard copy and one (1) soft copy on MS Word Diskette will be provided to each User with each System acquired. The User may reproduce additional copies for internal use only. The User will receive free of charge one (1) soft copy of each new manual update released by CIS for the System(s). Additional copies may be purchased by the User at current prices plus shipping charges.
6. The User may video or audio tape for its own use any training session provided by CIS. The User agrees to limit access to such tapes, to refrain from disclosing such tapes, and to keep such tapes confidential in the same manner described in Paragraphs A.4 and A.5 above.

F. CONFIGURATION SERVICES

1. CIS will provide only the Configuration Services under this Agreement as described in this Paragraph F.
2. CIS will provide a custom header on displayed screens.
3. CIS will provide a custom header on all printed reports.
4. CIS will provide the Users with an Implementation Guide for code table customization, geofile instructions and documentation requests. The Users will use said Guide to prepare Users for User geofile entry training and to provide CIS with the required customization documentation. CIS will use this User documentation to prepare the Systems.
5. CIS provides the User with customization of a single set of code tables. The code tables will enable the User to display screens and print reports in which the certain parameters are User defined. Entries defined by CIS, State and Federal agencies are not subject to change by the User.
6. No customization to any System, other than those described in the above Paragraphs F.1 through F.5, will be performed under this Agreement including, without limitation, changes to field titles, report titles and processing logic, unless such additional customization and the charges

for same are specifically described in a written Addendum U to this Agreement and itemized in Addendum A.

G. ADDITIONAL CONSIDERATIONS

1. Payment Schedule

The License Fee(s) and Service(s) costs are due and payable as specified in Addendum A hereto.

2. Annual Renewal Procedure

The Annual Renewal Fee is due and payable on each anniversary of the Date of Installation of the Basic Program Products. This fee provides for continued use of the System(s), for the Maintenance Term as specified in Paragraph A.2 above, any new releases of the System(s), software maintenance and software support in accordance with Paragraph D, and continuance of the Warranty provided in Paragraph B during each renewal period. New releases of the System(s) scheduled in this agreement do not include new systems or products marketed and sold separately by CIS for the same user application.

Failure to pay the Annual Renewal Fee within thirty (30) days after written notice by CIS will automatically terminate this Agreement, and User must immediately return the System(s) in accordance with Paragraph A.8.

CIS reserves the right to adjust the Annual Renewal Fee for the System(s). CIS agrees to limit any Annual Renewal Fee adjustment to a cumulative annual increase of 10% per year of the then current Annual Renewal Fee. CIS will provide notice of any fee adjustment at least 120 days prior to the then current anniversary date.

3. Taxes

The License Fee and Annual Renewal Fee do not include taxes. If CIS is required to pay any sales, use, excise or other taxes (whether federal, state or local) imposed with respect to this Agreement or license, such taxes shall be billed to and paid by the User. Taxes based on CIS' net income or assets shall be the sole responsibility of CIS.

4. Non-Renewal or Termination By CIS

(a) In the event that the User offers to renew this License Agreement in accordance with Paragraph G.2 above and CIS (or its assignee) does not accept said offer, CIS agrees to grant the User a perpetual single computer non-transferable object code license for the System(s).

(b) In the event the User is granted a perpetual object code license under the provisions of G.4(a) above, User shall continue to be bound by all the terms contained in this License Agreement except the terms regarding continued or subsequent renewals.

(c) In the event CIS goes out of business and there is no successor, CIS will provide the User with a copy of the source code.

5. Delivery

The delivery is specified in Addendum B and C.

6. User Responsibility

The User is responsible for a proper machine environment to CIS and Manufacturers' applicable specifications for the User's Computer(s), system software, networks and database including any and all site preparation, facilities and equipment and labor and material costs; computer hardware and software costs; and data acquisition, data conversion, and data input costs directly and indirectly related to the utilization and performance of the System(s) furnished herein under whether or not the User has been notified by CIS of said labor, equipment, hardware and software and materials costs and facilities requirements even if CIS has been advised of said requirements. The User is responsible for all labor and material costs to make the User's Computer(s), network and database fully installed, operational, configured and optimized in accordance with CIS and manufacturers' published specifications documentation and procedures and fully prepared for installation of the System(s) by CIS and is responsible for advising CIS if any condition exists which would prevent installation of the System(s). Failure of the User to provide CIS with due notice of any condition which would prevent installation of the System(s) will make the User liable for any incidental additional labor, travel or diem costs experienced by CIS.

Performance of the System(s) on the Users computer, networks and database are subject to factors beyond the control of CIS. User is responsible for any computer, network and database hardware, software and services, and upgrades thereto, that may be required to achieve and Maintain over time the performance desired by the User under any and all operating environments encountered by the User when using the System(s).

7. License Fee Basis and Additional License Fees

(a) The License Fees listed in Addendum A for each System (CAD,

RMS as applicable) are based on the maximum number of attached Work Stations (WS) that will be used to access each System regardless of frequency of access of any given WS. User agrees to notify CIS on at least an annual basis of any incremental increase in WS for each System over that listed in Addendum A.

- (b) User agrees to pay the incremental increase in the then current License Fees for the incremental increases in WS within two (2) months of receipt of invoice from CIS.

H. GENERAL TERMS

- 1. CIS certifies that it has title to or a proprietary right to license its System(s). CIS will defend the User against any claim that one of its Systems covered by this Agreement infringes a U.S. patent or copyright, provided that the User promptly notifies CIS in writing of the claim and CIS shall have control of the defense and all related settlement negotiations. The User shall cooperate with CIS in every reasonable way to facilitate such defense. Under the aforesaid conditions, CIS will pay the resulting costs, damages and attorney's fee finally awarded.
- 2. The System(s) and related materials shall at all times remain the property of CIS and subject to the provisions of this Agreement.

However, the User shall maintain ownership and control of all User's data entered in the database tables generated by the User using the CIS System. User agrees and acknowledges that upon termination of this Agreement, the System will not be available to provide any functions including, but not limited to, display of User's data entered into database tables.

- 3. User agrees to dedicate the User's Computer (Server and database) exclusively to the System(s) and exclude any other applications code or software products.

User agrees to make no changes to the User's Computer, systems software or network without prior notice to CIS and review and authorization from CIS.

User agrees to obtain from CIS any required written amendments to this Agreement and pay CIS related costs if any.

- 4. The User authorizes CIS to use its name as a reference for the CIS System(s) covered by this Agreement.

5. Acceptance of the Basic Program Products shall be governed solely by the provisions of Addendum M(2). Acceptance of the Special Program Products and Other Program Products shall be governed solely by the provisions of Addendum R(3).
6. User acknowledges that the System(s) and Services purchased under this Agreement are commercial off-the-shelf computer software and services incidental to installation and training of users of said System(s). Services do not include consulting, engineering, works-for-hire or custom software development. CIS does not offer or provide consulting, engineering, works-for-hire or custom software development.
7. This Agreement shall be deemed to be executed in Skokie, Illinois, U.S.A. shall be governed by the internal laws of the State of Florida. The parties hereto agree that the jurisdiction and venue of any court action or proceeding brought by either party against the other party hereto for the enforcement of any provision of this Agreement shall be proper solely be the Circuit Court of Cook County Illinois or the U.S. District Court of Northern Illinois, and nowhere else. A counter claim may be filed by either party only in the venue of the original action.

If any provision of this Agreement is invalid or unenforceable in any circumstances, the remainder of this Agreement, and the application of such provision in any other circumstances, shall not be affected thereby. The terms of this Agreement, as they relate to the Systems and Services to be provided hereunder, shall be governed by the Uniform Commercial Code in effect in Florida from time to time; however, to the extent of the terms of this Agreement are in conflict with the terms of the Uniform Commercial Code, the Agreement terms shall govern.

8. Additional Licenses may be purchased at the costs detailed in Addendum A for a period of twenty-four (24) months after the Effective Date of the Agreement.
9. This Agreement constitutes the entire Agreement between the parties, and no representation, condition, understanding or agreement of any kind, oral or written, shall be binding upon the parties unless incorporated herein. This Agreement may not be modified or amended except by an agreement in writing signed by both parties.
10. This Agreement shall be null and void unless accepted and duly executed by User and received by CIS by November 13, 2005. CIS may extend said date in writing.
11. Signatures of Acceptance below will constitute an Agreement.

NORTH BAY VILLAGE FLORIDA

09-14-2005

ACCEPTED BY:

COMPUTER INFORMATION SYSTEMS INC.

SIGNATURE: 

OFFICER NAME: SHELDON A. YEFSKY

TITLE: CEO

DATE: September 14, 2005

NORTH BAY VILLAGE FLORIDA

SIGNATURE: 

NAME: SCOTT ISRAEL

TITLE: CHIEF OF POLICE

DATE: 12/14/05

SIGNATURE: 

NAME: CHARITY GOOD

TITLE: CITY MANAGER

DATE: 12/14/05

EFFECTIVE DATE: 12/14/05



North Bay Village

Administrative Offices

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

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

www.nbvillage.com

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: December 14, 2017

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

RECOMMENDED BY: Frank Rollason, Village Manager 

PRESENTED BY STAFF: Frank K. Rollason, Village Manager

SUBJECT: Memorandum of Understanding (MOU) with Miami-Dade County for
Hurricane Debris Removal

RECOMMENDATION:

It is recommended that the Village Commission adopt the attached Resolution approving the adoption of a revised Memo of Understanding (MOU) between Miami-Dade County and North Bay Village for the purpose of providing debris removal, staging & reduction, long-range hauling, and monitoring as a result of damages sustained with the Village from Hurricane Irma.

BACKGROUND:

In order to have hurricane debris removed from the Village in a timely fashion and remain eligible for FEMA reimbursement, the Village entered into the original MOU for debris services with Miami-Dade County on September 17, 2017. The County then proceeded to have their private contractor remove the hurricane debris on both North Bay Island and Treasure Island between the dates of September 20, 2017 through November 3, 2017. On November 17, 2017, the County formally notified the Village via a letter from Deputy County Mayor Alina Hudak that FEMA was now requiring a revised MOU, which will place the responsibility on the Village, rather than the County, for the reimbursement applications. The County has provided the revised MOU requiring execution, which is attached as back up to the Resolution.

BUDGET:

There is no budgetary impact on the Village. The execution of this revised MOU will allow the Village Administration to continue the process of applying for reimbursement from the Federal Government via the County and through the State for our eligible financial recovery.

PERSONNEL:

This action has no negative impact on Village Personnel.

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: December 7, 2017

TO: Yvonne P. Hamilton
Village Clerk

FROM: *Frank K. Rollason* FOR FRANK ROLLASON -
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 ADOPTION OF A REVISED MEMO OF UNDERSTANDING (MOU) BETWEEN MIAMI-DADE COUNTY AND NORTH BAY VILLAGE FOR THE PURPOSE OF PROVIDING DEBRIS REMOVAL, STAGING & REDUCTION, LONG-RANGE HAULING, AND MONITORING AS A RESULT OF DAMAGES SUSTAINED WITHIN THE VILLAGE FROM HURRICANE IRMA; 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 THE ADOPTION OF A REVISED MEMO OF UNDERSTANDING (MOU) BETWEEN MIAMI-DADE COUNTY AND NORTH BAY VILLAGE FOR THE PURPOSE OF PROVIDING DEBRIS REMOVAL, STAGING & REDUCTION, LONG-RANGE HAULING, AND MONITORING AS A RESULT OF DAMAGES SUSTAINED WITHIN THE VILLAGE FROM HURRICANE IRMA; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Village and Miami-Dade County entered into the original Memorandum of Understanding (MOU) for debris services on September 17, 2017, as a result of damage sustained from Hurricane Irma; and

WHEREAS, the County performed said specified services for the Village between the dates of September 20, 2017 through November 3, 2017; and

WHEREAS, the County formally notified the Village via letter on November 17, 2017, that FEMA was requiring a modified MOU, which would place the responsibility for the reimbursement applications on the Village, rather than on the County; and

WHEREAS, the County provided a revised MOU and requested that the Village execute same in order to be FEMA compliant and further enable the Village to make applications for reimbursement for eligible expenses for debris removal.

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

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

Section 2. Commission Action. The Commission hereby approves the request of Miami-Dade County to enter into the Revised Memorandum of Understanding between Miami-Dade County and North By Village for Debris Services as a result of damages sustained from Hurricane Irma.

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of December 2017.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton
Village Clerk

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

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

North Bay Village Resolution: Revised MOU with Miami-Dade County for Hurricane Wilma Debris Removal



Solid Waste Management
2525 NW 62nd Street • Suite 5100
Miami, Florida 33147
T 305-514-6666

111 NW 1st Street • Suite 1610
Miami, Florida 33128
T 305-514-6666

miamidade.gov

November 17, 2017

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

NOV 21 11:41 AM

Dear Mr. Rollason:


In order to meet the Federal Emergency Management (FEMA) reimbursement guidelines, the Memorandum of Understanding (MOU) between the Village and Miami Dade County ("County") for Debris Removal, Staging & Reduction, Long-Range Hauling and Monitoring between your municipality and Miami-Dade County must be amended. The Village must include the estimated costs associated with (MOU) for Debris Removal, Staging & Reduction, Long-Range Hauling and Monitoring between your municipality and Miami-Dade County in the Village's Damage Inventory Worksheet and inform FEMA within sixty days of the Village's Scoping/Kick-off Meeting. The changes are required because the requesting Village must be the one filing and requesting reimbursement. As the assisting agency, the County cannot request reimbursement. The major changes are noted below.

- The Village as the requesting agency ("Requesting Agency") is asking the County as a participating agency ("Participating Agency") to enter into this Memorandum of Understanding to include the Village in the Service Area solely for the purpose of the Removal, Staging and Reduction and Long-Range Hauling of debris from Hurricane Irma.
- The Village as the Requesting Agency shall be solely responsible to apply to FEMA for reimbursement for the Work. The County as the Providing Agency agrees to supply to the Village as the Requesting Agency the information needed for the Village's FEMA application. The Village agrees that the County shall have no obligation to request or apply for reimbursement from FEMA for the Work. The Village must provide the estimated costs associated with (MOU) for Debris Removal, Staging & Reduction, Long-Range Hauling and Monitoring between your municipality and Miami-Dade County
- The County's responsibility as the Participating Agency is to provide the necessary documentation to the Village as the Requesting Agency so that the Village may, if it chooses, seek reimbursement from FEMA as the Requesting Agency. The Village agrees that the County does not guarantee or warrant that FEMA will reimburse the Village for all or some of the Work. The Village agrees that the County shall not be responsible in any way for any non-reimbursement by FEMA. The Village understands that it may not be reimbursed by FEMA for amounts the Village has paid or incurred in the performance of the Work.

Please take a moment to review the amended agreement and return the signed copies to my office. For documentation requests, contact Maria Sanchez at (305) 514-6741 or at Maria.Sanchez@miamidade.gov. I thank you in advance for your cooperation and working with Miami-Dade County to ensure that both parties are eligible for FEMA reimbursement of Hurricane Irma expenditures.

If you have any additional questions or concerns, please contact Paul Mauriello at (786) 351-0307 or Paul.mauriello@miamidade.gov.

Sincerely,


Alina T. Hudak
Deputy Mayor and Director

MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN MIAMI-DADE COUNTY,
FLORIDA AND NORTH BAY VILLAGE REGARDING DEBRIS REMOVAL, STAGING &
REDUCTION, LONG-RANGE HAULING, AND MONITORING

This Memorandum of Understanding is entered on this _____ day of November, 2017,
by and between Miami-Dade County, Florida (the County) and _North Bay Village_, Florida (the
Village).

RECITALS

WHEREAS, on September 4, 2017, Governor Rick Scott issued a declaration of state of
emergency for Florida counties including Miami-Dade County because of the threat posed by
Hurricane Irma; and

WHEREAS, on September 5, 2017, Miami-Dade County Mayor Carlos Gimenez issued a local
state of emergency for all of Miami-Dade County because of the threat posed by Hurricane Irma
which declaration was extended three times; and

WHEREAS, Hurricane Irma in Miami-Dade County created extensive vegetative and other debris
throughout the County including in the Village; and

WHEREAS, prior to Hurricane Irma the County had a debris removal program in place (Program)
that includes the Unincorporated Municipal Service Area (UMSA) and 9 municipalities (Solid
Waste Collection Service Area/Service Area); and

WHEREAS, under prequalification Contract 6417, the County has hired contractors for disaster
debris removal work in the Service Area (Removal); and

WHEREAS, under prequalification Contract 9780 Contract, the County has hired contractors to
perform the staging and reduction of debris delivered to the County designated staging areas by
the contractors performing Removal (Staging and Reduction); and

WHEREAS, under prequalification Contract 9360, the County has hired contractor(s) to perform
disaster debris long-range hauling work (Long-Range Hauling) from the Staging and Reduction
sites designated by the County; and

WHEREAS, a disaster debris monitoring firm has been hired by the County under Contract #00172
to monitor and document the disaster debris removal process including the Removal, Staging and
Reduction, and Long-Range Hauling in the Service Area to ensure maximum reimbursement by
FEMA (Monitoring); and

WHEREAS, these County contracts provide an efficient mechanism to remove, stage and haul
debris created by Hurricane Irma in a manner consistent with FEMA reimbursement requirements;
and

WHEREAS, on _____, the County and the Village entered into a Memorandum of Understanding the purpose of the Removal, Staging and Reduction and Long-Range Hauling of debris from Hurricane Irma (the September __, 2017 MOU”); and

WHEREAS, after consultation with FEMA representatives, the County and Village wish to replace the September __, 2017 MOU with this MOU retroactively to the date the Work commenced;

WHEREAS, the Village as the requesting agency (“Requesting Agency”) is asking the County as a participating agency (“Participating Agency”) to enter into this Memorandum of Understanding to include the Village in the Service Area solely for the purpose of the Removal, Staging and Reduction and Long-Range Hauling of debris from Hurricane Irma.

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties agree to enter into this Memorandum of Understanding agree as follows:

1. Solely with respect to the Removal, Staging and Reduction, Long-Range Hauling, and Monitoring of debris created by Hurricane Irma, the area currently served by the Village’s Solid Waste Department (the Village Service Area) shall at the request of the Requesting Agency be serviced by the County and shall be considered part of the Service Area except where separately identified herein. The Village shall remain otherwise liable for solid waste disposal within the Village Service Area. The Village Service Area is as currently shown on Exhibit A.

2. The Removal, Staging and Reduction, and Long-Range Hauling of Hurricane Irma

debris within the Village Service Area, and the Monitoring of such removal and disposal (collectively, the Work), shall be conducted by contractors selected by the County, at rates approved by the County, and under terms and conditions as set by the County. The County contractors’ vehicles used for collecting disaster debris (Removal) in the Village’s Service Area shall be uniquely identified in order to separate the quantity of Hurricane Irma debris collected within the Village Service Area from that collected in the Service Area. Hurricane Irma debris will be taken to staging sites as selected by the County and operated under County Contract 9780 (Staging and Reduction), where it will be reduced

and sorted (vegetation/mixed/hazardous). After being reduced, the vegetative fraction will be hauled to a Florida Department of Environmental Protection (FDEP) approved facility for disposal and the other fractions will be disposed of appropriately, in the sole discretion of the County (collectively Long-Range Hauling).

3. The Village shall be responsible for clearance of Hurricane Irma debris from Village roads (push and clear). Nothing herein shall obligate the County to push or clear Hurricane Irma debris that may currently be obstructing Village roads or streets.

4. The Village will pay the County for the Work on an ongoing basis as follows.

The County as the Providing Agency will submit periodic invoices (approximately on a weekly basis) on an ongoing basis to the Village as the Requesting Agency for the Removal, Staging and Reduction, and Long-Range Hauling portions of the Work and the Village agrees to pay the County the full-amount of such periodic invoices within 3 days of receipt of the invoice. The County will submit monthly invoices for estimated Monitoring costs to the Village and the Village agrees to pay the County within 3 days of receipt of the Monitoring invoices. The cost of Monitoring will be trued-up upon completion of the Work and the County will either invoice the Village for the remainder or reimburse the Village for the over payment.

5. The Village as the Requesting Agency shall be solely responsible to apply to FEMA for reimbursement for the Work. The County as the Providing Agency agrees to supply to the Village as the Requesting Agency the information needed for the Village's FEMA application. The Village agrees that the County shall have no obligation to request or apply for reimbursement from FEMA for the Work.

6. The County's responsibility as the Participating Agency is to provide the necessary documentation to the Village as the Requesting Agency so that the Village may, if it chooses, seek reimbursement from FEMA as the Requesting Agency. The Village agrees that the County does not guarantee or warrant that FEMA will reimburse the Village for all or some of the Work. The Village agrees that the County shall not be responsible in any way for any non-reimbursement by FEMA. The Village understands that it may not be reimbursed by FEMA for amounts the Village has paid or incurred in the performance of the Work.

7. The County and the Village retain and do not waive any sovereign immunity provided by state law including but not limited to that provided under section 768.28 of the Florida Statutes. Consistent with the preservation of sovereign immunity for the County and the Village, this MOU is not intended to waive any sovereign immunity in any way including to third parties. The County and Village expressly disclaim that there are any third party beneficiaries and disclaim any liability to third parties.

8. The Village warrants and represents that it has the authority to enter into this Agreement and that the execution by the Village's Mayor or authorized representative is sufficient to bind the Village.

9. This agreement may be modified only in writing, executed by the County Mayor or his designee, and attested to by the Clerk of Miami-Dade County.

IN WITNESS WHEREOF, this MOU has been duly executed by the parties subscribed below and is binding upon Miami-Dade County and _North Bay Village_, Florida.

Attest:

For MIAMI-DADE COUNTY, FLORIDA

Clerk of the Miami-Dade County
Board of County Commissioners

Mayor Carlos A. Gimenez

Attest:

For NORTH BAY VILLAGE

Village Clerk

Mayor Connie Leon-Kreps

MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN MIAMI-DADE COUNTY, FLORIDA AND THE MUNICIPALITY OF NORTH BAY VILLAGE REGARDING DEBRIS REMOVAL, STAGING & REDUCTION, LONG-RANGE HAULING, AND MONITORING

This Memorandum of Understanding is entered on this 17th day of September, 2017, by and between Miami-Dade County, Florida (the County) and the Municipality of North Bay Village, Florida (the Village).

RECITALS

WHEREAS, the County's disaster debris removal program (Program) includes the Unincorporated Municipal Service Area (UMSA) and 9 municipalities (Solid Waste Collection Service Area/Service Area); and

WHEREAS, under prequalification Contract 6417, the County will bid for contractors to be awarded disaster debris removal work in the Service Area (Removal); and

WHEREAS, under prequalification Contract 9780 Contract, the County has hired ATL Diversified Industries to perform the staging and reduction of debris delivered to the County designated staging areas by the contractors performing Removal (Staging and Reduction); and

WHEREAS, under prequalification Contract 9360, the County will bid for contractors to be awarded disaster debris long-range hauling work (Long-Range Hauling) from the Staging and Reduction sites designated by the County; and

WHEREAS, a disaster debris monitoring firm has been hired by the County under Contract #00172 to monitor and document the disaster debris removal process including the Removal, Staging and Reduction, and Long-Range Hauling in the Service Area to ensure maximum reimbursement by FEMA (Monitoring); and

WHEREAS, these County contracts provide an efficient mechanism to remove, stage and haul debris created by Hurricane Irma in a manner consistent with FEMA reimbursement requirements; and

WHEREAS, the Village desires to be included in the Service Area solely for the purpose of the Removal, Staging and Reduction and Long-Range Hauling of debris from Hurricane Irma.

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties to this Memorandum of Understanding agree as follows:

1. Solely with respect to the Removal, Staging and Reduction, Long-Range Hauling, and Monitoring of debris created by Hurricane Irma, the area currently served by the Village's

Solid Waste Department (the Village Service Area) shall be serviced by the County and shall be considered part of the Service Area except where separately identified herein. The Village shall remain otherwise liable for solid waste disposal within the Village Service Area. The Village Service Area is as currently shown on Exhibit A.

2. The Removal, Staging and Reduction, and Long-Range Hauling of Hurricane Irma debris within the Village Service Area, and the Monitoring of such removal and disposal (collectively, the Work), shall be conducted by contractors selected by the County, at rates approved by the County, and under terms and conditions as set by the County. The County contractors' vehicles used for collecting disaster debris (Removal) in the Village's Service Area shall be uniquely identified in order to separate the quantity of Hurricane Irma debris collected within the Village Service Area from that collected in the Service Area. Hurricane Irma debris will be taken to staging sites as selected by the County and operated under County Contract 9780 (Staging and Reduction), where it will be reduced and sorted (vegetation/mixed/hazardous). After being reduced, the vegetative fraction will be hauled to a Florida Department of Environmental Protection (FDEP) approved facility for disposal and the other fractions will be disposed of appropriately, in the sole discretion of the County (collectively Long-Range Hauling).

3. The Village shall be responsible for clearance of Hurricane Irma debris from City roads (push and clear). Nothing herein shall obligate the County to push or clear Hurricane Irma debris that may currently be obstructing Village roads or streets.

4. The Village will pay the County for the Work on an ongoing basis as follows.

The County will submit periodic invoices (approximately on a weekly basis) on an ongoing basis to the Village for the Removal, Staging and Reduction, and Long-Range Hauling portions of the

Work and the Village agrees to pay the County the full-amount of such periodic invoices within 3 days of receipt of the invoice. The County will submit monthly invoices for estimated Monitoring costs to the Village and the Village agrees to pay the County within 3 days of receipt of the Monitoring invoices. The cost of Monitoring will be trued-up upon completion of the Work and the County will either invoice the Village for the remainder or reimburse the Village for the over payment.

5. The County shall apply to FEMA for reimbursement for the Work. The Village agrees to supply to the County any information needed for such application. The County shall have no obligation hereunder to appeal any denial of a request for reimbursement by FEMA.

6. The County agrees to reimburse the Village solely the amount of reimbursement that the County receives from FEMA for the Work. The County does not guarantee or warrant that FEMA will reimburse the County for all or some of the Work. The County shall not be responsible for any non-reimbursement by FEMA. The Village understands that it may not be reimbursed by the County for amounts the Village has paid or incurred in the performance of the Work. The Village's obligations hereunder shall last until FEMA closes out all applications for reimbursement related to Hurricane Irma.

7. The County and the Village retain and do not waive any sovereign immunity provided by state law including but not limited to that provided under section 768.28 of the Florida Statutes. Consistent with the preservation of sovereign immunity for the County and the Village, this MOU is not intended to waive any sovereign immunity in any way including to third parties. The County and Village expressly disclaim that there are any third party beneficiaries and disclaim any liability to third parties.


8. The Village warrants and represents that it has the authority to enter into this Agreement and that the execution by the Mayor or authorized representative is sufficient to bind the Village.

9. This agreement may be modified only in writing, executed by the County Mayor or his designee, and attested to by the Clerk of Miami-Dade County.


IN WITNESS WHEREOF, this MOU has been duly executed by the parties subscribed below and is binding upon Miami-Dade County and the Municipality of North Bay Village, Florida.

Attest:




Clerk of the Miami-Dade County
Board of County Commissioners


For MIAMI-DADE COUNTY, FLORIDA


Mayor Carlos A. Gimenez

Attest:


City Clerk

For North Bay Village


Mayor Connie Leck-Kreps

8042 5684 7679

8042 5684 7679

Sender's Name, Company, Address, City, State, ZIP

Recipient's Name, Company, Address, City, State, ZIP

Package Description, Weight, Dimensions

Service Selection (FedEx, Overnight, etc.)

Signature Options (Signature Required, etc.)

Insurance and Tracking Options

Payment Method (Cash, Credit Card, etc.)

Final Review and Confirmation

Barcode and Tracking Information

Additional Notes and Instructions

Final Summary and Receipt

Postage and Fees Summary

Final Confirmation and Receipt

135

8042 5684 7679

Shipping label form with fields for sender/recipient info, service selection, and payment.

Shipping label form with fields for tracking, insurance, and final confirmation.

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SETTING THE QUALIFYING DATES FOR THE NOVEMBER 6, 2018 GENERAL ELECTION AS PROVIDED FOR UNDER CHAPTER 100, SECTION 100.3605(2) OF THE FLORIDA STATUTES; PROVIDING DIRECTIONS FOR THE VILLAGE CLERK; PROVIDING FOR REPEALER, SEVERABILITY, PROVIDING FOR CONFLICTING ORDINANCES OR RESOLUTIONS; AND AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY NORMAN POWELL/VILLAGE CLERK YVONNE P. HAMILTON)

WHEREAS, Section 5.05(A) of the Village Charter provides that candidates for the office of Mayor or Commissioner shall qualify with the Village Clerk no sooner than seventy-five (75) days prior to the election date and no later than forty-five (45) days prior to the date of the General Election; and

WHEREAS, the qualifying dates for the November 6, 2018 General Election will be August 23, 2018 through September 22, 2018 pursuant to Section 5.05 of the Village Charter; and

WHEREAS, Florida Statutes 101.62(4)(a), provides that absentee ballots must be mailed to overseas voters forty-five (45) days prior to the General Election; and

WHEREAS, the Miami-Dade Elections Department has imposed an August 27, 2018 deadline for submittal of all qualifying documents for the November 6, 2018 General Election to allow sufficient time to prepare, print, and mail absentee and write-in ballots to overseas voters by the statutory deadlines; and

WHEREAS, Chapter 100, Section 100.3605(2) of the Florida Statutes authorizes municipalities to change their qualifying dates by the adoption of an Ordinance; and

WHEREAS, revising the Village's election qualifying dates is necessary to meet the deadlines for ballot preparation imposed by the Elections Department and will benefit the Village in providing a more efficient election.

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

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

Section 2. Qualifying Dates Set. The qualifying dates for the November 6, 2018 General Municipal Election shall be from 8:00 a.m. on July 19, 2018 to 5:00 p.m. on August 17, 2018; and there shall be no further qualifying dates for this election.

Section 3. Supplemental Qualifying Period. The Commission hereby accepts that there shall be one qualifying period, and there shall be no supplemental qualifying period.

Section 4. Unopposed Candidates Elected. If only one candidate for an elected office remains on the ballot after the close of qualifying, said candidate shall be declared elected and no election for that office shall be required.

Section 5. Repeal. That 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. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, and they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 8. Direction to Village Clerk. The Village Clerk is hereby directed to submit a copy of this Ordinance to the Miami-Dade County Elections Department immediately after adoption and to transmit all appropriate qualification documentation received within the qualification period herein established to the Miami-Dade County Elections Department by August 17, 2018.

Section 8. Effective Date. That 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 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 Alvarez _____
Commissioner Dr. Douglas N. Hornsby _____
Commissioner Andreana Jackson _____

PASSED AND ENACTED by the Commission of North Bay Village this ____ day of _____ 2018.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne Hamilton, Village Clerk

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

Norman Powell, Esq.
Village Attorney

North Bay Village Ordinance-Change of Qualifying Dates for the November 6,2018 General Election.



Elections
2700 NW 87th Avenue
Miami, Florida 33172
T 305-499-VOTE F 305-499-8547
TTY: 305-499-8480

miamidade.gov

October 23, 2017

Yvonne P. Hamilton
Village Clerk
North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141

Dear Ms. Hamilton:

The North Bay Village General Election is scheduled on November 6, 2018, in conjunction with the Gubernatorial Election. Your qualifying period is currently scheduled for August 23, 2018 through September 23, 2018. The Elections Department is bound by the Elections Laws of the State of Florida, which require the mailing of overseas vote-by-mail ballots to commence 45 days prior to the election. With this in mind, in order for the Elections Department to prepare, quality assure, print and adhere to statutory deadlines, we kindly request that your Board revise the candidate qualifying period to end no later than August 27, 2018.

Your attention to this request is greatly appreciated so that we can proceed with our preparations for the 2018 election cycle. Should you have any questions or concerns, please feel free to contact me directly at 305-499-8509 or Elizabeth Prieto, Elections Coordination Manager, at 305-499-8405.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christina White". The signature is stylized and cursive.

Christina White
Supervisor of Elections
Miami-Dade Elections 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

MEMORANDUM
North Bay Village

DATE: December 7, 2017

TO: Frank K. Rollason
Village Manager

FROM: Norman C. Powell
Interim Village Attorney

Yvonne P. Hamilton
Village Clerk

SUBJECT: Introduction of Resolution

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

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SETTING THE QUALIFYING DATES FOR THE NOVEMBER 6, 2018 GENERAL ELECTION AS PROVIDED FOR UNDER CHAPTER 100, SECTION 100.3605(2) OF THE FLORIDA STATUTES; PROVIDING DIRECTIONS FOR THE VILLAGE CLERK; PROVIDING FOR REPEALER, SEVERABILITY, PROVIDING FOR CONFLICTING ORDINANCES OR RESOLUTIONS; AND AN EFFECTIVE DATE.

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

/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 SECTION 70 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED “TRAFFIC AND PARKING REGULATIONS”; BY CREATING SECTION 70.06 REGARDING PARKING REGULATIONS FOR STREETSWEEEPING; AMENDING SECTION 153.04 ENTITLED “SCHEDULE OF CIVIL PENALTIES; PROVIDING FOR ENFORCEMENT; PENALTIES; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)

WHEREAS, Street Sweeping keeps our community clean and safe by removing the dirt, metals, petroleum products, garbage and vegetation that regularly collect on our streets. Removing these materials is important because they could end up in our storm drains and eventually into the bay. Keeping the storm drains clear not only helps to reduce pollution, but also reduces the likelihood of flooding during heavy rain; and

WHEREAS, North Bay Village will be implementing a Street Sweeping Parking Restriction Enforcement Program; and

WHEREAS, vehicles will need to be removed to require a clear path to sweep the streets.

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

Section 1. Village Code Amended. Section 70.06 of the North Bay Village Code of Ordinances, entitled “Parking Regulations for Street Sweeping” is hereby created to read as follows:

Section. 70.06. – Parking Regulations for Street Sweeping.

- A. These regulations shall apply to Treasure Island only. Alternate side parking. For the purposes of this section, the term "week" shall designate a period beginning on Sunday at 8:00 p.m. and ending 7 calendar days later at 7:59 p.m. on Sunday.
1. No vehicles shall be parked on the side of the streets, drives, or avenues with even-numbered addresses from 10:00 a.m. to 2:00 p.m. on the first and third Tuesday of the month during street sweeping.
 2. No vehicles shall be parked on the side of the streets, drives, or avenues with odd numbered addresses from 10:00 a.m. to 2:00 p.m. on the first and third Thursday of the month during street sweeping.

- (3) This section shall not be interpreted to imply permit or authorize parking in any area in which parking is otherwise prohibited by Village ordinances.
 - (4) Exempt streets: Pirates Alley and 79th Street Causeway.
 - (5) The Village Manager, or his designee, may exempt streets as necessary.
 - (6) Citations will be issued to vehicles that block the path of the sweeper.
 - (7) Vehicles may be moved back once the sweeper has passed, regardless of time.
- B. Prior to the beginning of the street sweeping program, the North Bay Village Public Works Department shall provide thirty (30) days' notice on the North Bay Village website, and by placing flyers with detailed instructions in English, Creole and Spanish, requiring the moving of vehicles on street sweeping days, on cars parked in the public right-of-ways, on any island where street sweeping operations are scheduled.
- C. The Village shall enforce the provisions in this section. Warning citations will be issued to vehicles not moved during the first and second cycles of the initial start of the street sweeping program. Failure to remove vehicles on the third cycle will result in the imposition of a fine as outlined in Section 153.04 of the Village Code of Ordinances. Continued violations of the same vehicle may result in towing.

Section. 153.04, Schedule of Civil Penalties is hereby amended as follows:

Section	Description of Violation	
70.06	Vehicles blocking path of Street Sweeper	\$28.00

Section 2. Repeal. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 3. Severability. The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

Section 4. 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 5. Effective Date. This Ordinance shall be effective immediately upon enactment 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 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 approval on first reading. 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 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:

Norman C. Powell, Esq.
Village Attorney

North Bay Village Ordinance-Street Sweeping Program.



North Bay Village

Administrative Offices

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

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


www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: November 30, 2017

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Mayor Connie Leon-Kreps

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 SECTION 70 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED "TRAFFIC AND PARKING REGULATIONS"; BY CREATING SECTION 70.06 REGARDING PARKING REGULATIONS FOR STREETSWEeping; AMENDING SECTION 153.04 ENTITLED "SCHEDULE OF CIVIL PENALTIES; PROVIDING FOR ENFORCEMENT; PENALTIES; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE 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

146

RESOLUTION NO. _____

A RESOLUTION OF THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN ENGAGEMENT AGREEMENT BETWEEN THE VILLAGE AND THE LAW OFFICES OF NORMAN C. POWELL, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE LABOR ATTORNEY DAVID C. MILLER)

WHEREAS, the Village wishes to enter into an Engagement Agreement for Village Attorney services with the Law Offices of Norman C. Powell.

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

Section 1: Recitals. The foregoing recital is hereby confirmed and ratified as being true and the same is made a specific part of this Resolution.

Section 2: Approval of Agreement. The Village Attorney Engagement Agreement between the Village and the Law Offices of Norman C. Powell, attached hereto as Exhibit "A," is approved.

Section 3. Execution of the Agreement. The Village Manager is authorized to execute the Employment Agreement on behalf of the Village.

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

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

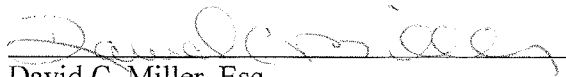
PASSED AND ADOPTED this 14th day of December, 2017.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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



David C. Miller, Esq.
Bryant Miller Olive, P.A., Village Labor and
Employment Counsel



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: December 4, 2017

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: David Miller
Village Labor Attorney

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN ENGAGEMENT AGREEMENT BETWEEN THE VILLAGE AND THE LAW OFFICES OF NORMAN C. POWELL, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

DM:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

Yvonne Hamilton

From: David Miller <dmiller@bmolaw.com>
Sent: Monday, December 04, 2017 11:11 AM
To: Yvonne Hamilton
Cc: Norman Powell
Subject: City attorney agreement, resolution, memo
Attachments: MISC. Memo re Powell Engagement Reso-Contract (01308260).docx

Yvonne,

Attached in Word format is the memo introducing the resolution to approve the City Attorney engagement agreement. I've changed the name from Mr. Crosland's to mine.

Attached in pdf format is the agreement as modified by you and with the addition of the November 15 date for commencement of payments. It has my signature, dated today.

Also attached in pdf format is the resolution with my signature and showing my name as introducing it.

I will plan to attend the meeting in case there are any questions about the contract the Commission may wish to direct to me. I would suggest it would be appropriate to take this item out of order as the first item of business, even before the consent agenda, so the Mr. Powell can assume his permanent duties before the balance of the meeting proceeds.

Thanks,

David

David C. Miller | Bryant Miller Olive
1 SE 3rd Avenue, Suite 2200 | Miami, FL 33131
(305) 374-7349 (O) | (305) 790-4404 (C)
dmiller@bmolaw.com | www.bmolaw.com

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NOTICE: This email message is intended only for the addressee and may contain confidential information that is legally privileged. If you are not the intended recipient, you may not review, use, disseminate, or copy this message. If you have received this message in error, please notify us immediately by return e-mail or by telephone and delete this message.

VILLAGE ATTORNEY ENGAGEMENT AGREEMENT

This Village Attorney Engagement Agreement (this "Agreement") explains the nature and scope of the legal services that The Law Offices of Norman C. Powell ("Firm") has agreed to perform for the Municipality of North Bay Village ("the Village"), the fees for these services, the manner in which the fees and costs are determined, and the payment terms.

1. NATURE OF GENERAL LEGAL SERVICES.

1.1. The Municipality of North Bay Village has engaged the Firm to provide the following legal services:

Attendance at regular and special meetings and workshops of the Village Commission, Planning & Zoning Board, and staff meetings; prepare and review correspondence, resolutions, ordinances and contract documents, as well as other such related documentation; issue written legal opinions on legal matters affecting the Village; review, approve and correct applications for zoning relief; routine negotiations with contractors and other governmental entities; negotiate settlement of disputed claims prior to commencement of litigation; and monitoring and reviewing outside attorneys on workers' compensation, liability and other matters. We acknowledge that our services do not include Labor Relations services, employment and personnel issues, labor arbitrations or collective bargaining. These services will be provided by the Village's Labor Counsel.

1.2. These services shall be provided under the direction of Norman C. Powell.

1.3. The Village agrees and will be charged for Municipal Legal Services on a set fee per month starting on November 15, 2017, the sum of \$10,000.00 per month. It is understood and agreed that the Municipal Legal Services will be provided without regard to the amount of time required to perform them, and that the set fee agreed to in this Section 1.3 is unrelated to how much or how little time is expended by the Firm in providing the Municipal Legal Services.

2. ADDITIONAL LEGAL SERVICES

The Firm is authorized to provide additional legal services to the Village beyond the scope of the general legal services that are stated in Article 1 of this Agreement. The Firm will use its best judgment in determining whether it is in the best interest of the Village for it or for outside counsel to provide legal services in each particular instance. When the Firm provides additional legal services for the Village, the Firm will charge for professional services on an hourly basis and will itemize its professional fees in one-tenth (1/10) hourly increments as follows: \$175 per hour for all additional legal services, except federal litigation which shall be charged at \$200 per hour.

3. COSTS.

Certain expenses may be incurred and advanced on the Village's behalf with the Firm expressly acting as the Village's agent. The Village agrees to pay these expenses, which may include, by way of example but not limited to, third party copy charges, court filing fees, deposition transcripts, travel expenses, delivery charges, photocopies and postage. Whenever possible, the Firm will

receive authorization from the Village before incurring costs greater than \$500.00. The Village will also be responsible for all government-imposed taxes on fees and costs.

4. PAYMENT OF FEES AND COSTS.

4.1. The Village will be billed by the Firm on a monthly basis for the time spent on a matter and for expenses incurred on the Village's behalf. Client will pay each statement in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.2. Unless the Firm reaches another agreement with the Village in writing regarding payment of fees and costs, the Village understands that non-payment of any invoice for fees and costs which is rendered in accordance with the terms of this Agreement will constitute a default by the Village and the Firm may, in its sole and absolute discretion (subject to court approval, if necessary), cease to provide further legal services to the Village.

4.3. The Village will, however, be liable to the Firm for payment of any fees earned and any costs incurred to that time. The Village further agrees that the Firm shall have the right to withdraw from representing the Village if the client does not make payments required by this Agreement. In such event, the Village agrees to execute such documents as will permit the Firm to withdraw.

5. EFFECTIVE DATE; TERMINATION.

The effective date of this Agreement is November 15, 2017. This Agreement shall continue in force and effect from month to month. This Agreement may be terminated by either party upon written notice. Upon termination, the Firm will transfer all work in progress, completed work, and other materials to the Village's successor counsel.

6. OTHER SERVICES.

The Village may have small matters which, depending upon the amount or subject in controversy, do not justify the use of the above-mentioned hourly fees. The Firm and the Village may enter into separate agreements where a contingency fee, a reduced hourly fee or a combination of both is in the best interest of the parties. The Village shall be responsible for costs in any event.

7. PROFESSIONAL LIABILITY INSURANCE.

The Firm will maintain in full force and effect, during this engagement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00).

8. PUBLIC RECORDS.

The Village and all its activities, unless exempt, are subject to the Public Records Law (Chapter 119, Florida Statutes) and Sunshine Law (Section 286.011, Florida Statutes). Therefore, the Firm will agree to observe and comply with those laws as they relate to the Village's policies and procedures.

9. INDEPENDENT CONTRACTOR.

The Firm is and shall be in the performance of all work, services, and activities for the Village an independent contractor, and not an employee, agent, or servant of the Village. All persons engaged in any of the work or services performed pursuant to this Agreement, shall at all times, and in all places be subject to the Firm's sole discretion, supervision, and control. The Firm will exercise control of the means and manner in which it and its employees perform the work, and in all respects, the Firm's relationship and the relationship of its employees to the Village shall be that of an independent contractor and not the Village's employees.

10. COMMENCEMENT OF REPRESENTATION/OTHER SERVICES.

Upon the Village Commission's approval, we will serve as the Village Attorney providing Municipal Legal Services pursuant to the terms and conditions as set forth above.

LAW OFFICES OF NORMAN C. POWELL

By: _____
Norman C. Powell

Dated: _____

THE MUNICIPALITY OF NORTH BAY VILLAGE

By: _____
Village Manager

Dated: _____

Attest: _____
Village Clerk

Approved as to Form and Legal Sufficiency:

David C. Miller, Village Labor Counsel
Bryant Miller Olive P.A.

Dated: December 4, 2017

ORDINANCE NO. _____

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

WHEREAS, Section 153.04 of the North Bay Village Code of Ordinances sets forth the schedule of civil penalties for code enforcement violations; and

WHEREAS, the Village Commission desires to increase the fines for general littering and fines under Section 91.03 for repeat violations in the interest of the general welfare of the Village.

WHEREAS, NOW, THEREFORE, BE IT ENACTED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA:

Section 1. Recitals. The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. Chapter 153 of the North Bay Village Code of Ordinances, entitled “Code Enforcement” is hereby amended by revising Section 153.04 as follows:

Section 153.04

§ 153.04 - Schedule of civil penalties.

Section	Description of Violation	Penalty Fee
10.16	Altering Code	\$250.00
51.07	Taking and using water without paying for same	200.00
52.01	Installing septic tanks, privies	200.00
52.02	Installing illegal garbage disposal units	200.00
52.10	Sewage connection non-compliance with Code	200.00
70.01	Illegal parking trucks, wagons, buses, in residential areas	100.00
70.04	Illegal angle and parallel parking	25.00
90.02	Failure to register burglar system with police and pay permit fees	50.00

90.06	Installing prohibited automatic dial systems	50.00
91.01	Killing animal of another	200.00
91.02	Keeping hogs or pigs	200.00
91.03(A)	Allowing any dog or other animal to void excrement on any public or private property other than the property of the owner of such animal	200.00
	(a) First violation within a 12-month period	<u>250.00</u>
	(b) Second or subsequent violation within a 12-month period	<u>500.00</u>
91.03(B), (C)	Failure to clean up and remove excrement voided by animals on public property	200.00
	(a) First violation within a 12-month period	<u>250.00</u>
	(b) Second or subsequent violation within a 12-month period	<u>500.00</u>
91.10(A)	Keeping a vicious or a habitual barking or yelping dog	200.00
91.10(B)	Mistreating or neglecting an animal	200.00
91.10(C)	Stealing another's animal (to include fowl) or abandoning an aged, sick or unwanted dog	200.00
91.11	Keeping dogs for commercial purposes	200.00
91.12	Keeping more than three dogs (or cats)	200.00
91.13	Permitting dog to run at large	200.00
92.36	Illegal use of streets, sidewalks, and other public property	200.00
93.01	Discharging explosive or inflammable matter into any sewer	200.00
93.02, 93.03	Setting or abetting prohibited outdoor fires; bonfires and grassfires	100.00
93.04(A)	Keeping dynamite, nitroglycerine, etc. without a permit	200.00
93.04(B)	Blasting without permit	200.00
93.05	Selling or displaying fireworks	200.00
94	Any other violation of chapter 94	200.00
94.02	Placing, or throwing any garbage, trash, paper, tree or lawn trimmings or debris, on any street, gutter, sidewalk or alley	250.00
94.21(B)	Selling, using or providing food in, or offer the use of expanded polystyrene food service articles in Village facilities or on Village property	
	(a) First violation within a 12-month period	50.00
	(b) Second violation within a 12-month period	100.00
	(c) Third or subsequent violation within a 12-month period	500.00

94.22	Food service providers and stores selling, using, offering for sale or use, or providing food in expanded polystyrene food service articles	
	(a) First violation within a 12-month period	50.00
	(b) Second violation within a 12-month period	100.00
	(c) Third or subsequent violation within a 12-month period	500.00
95.02	Discriminating against families with children in residential units	100.00
96.01	Conducting prohibited amusement rides and carnivals	200.00
96.02	Allowing or creating odors, disturbing noises	100.00
96.10	Allowing or creating unnecessary, excessive unusual noises	100.00
96.11	Playing, using, operating any music or sound producing apparatus in a loud or excessive manner	100.00
96.12	Ringling any hand bell, beating or striking a pan, blowing a whistle, sounding gong, etc., crying out the sale of goods and merchandise on streets of Village	100.00
96.14	Discharging firecrackers and the like	100.00
96.15	Conducting any new building activity Saturday or Sunday between 5:00 p.m. and 8:00 a.m. without permission of Village Manager	200.00
96.16	Operating blowers, fans and engines making an excessive noise	100.00
96.17	Operating motorboat in Village waters without adequate mufflers	75.00
97.04(A)	Possessing alcoholic beverages in park	100.00
97.04(B)	Being intoxicated in park	100.00
97.06	Bringing or allowing dogs or other animals in park	50.00
97.07	Defacing of Village property or park property	100.00
97.09	Allowing unsupervised children under four years old in park	50.00
99.01	Writing, printing, painting, digging or damaging Village property	200.00
99.01(2)	Placing or keeping any, bench, chair, pot or other article on public street, sidewalk or parkway	50.00
99.01(B)	Cutting, trenching Village property, noise or tamper with any manhole cover, meter cover or any public works property prohibited without permit	100.00

99.10	Excavating any street, parkway or sidewalk without permit	100.00
99.14	Failure to properly secure, and safeguard, and provide night lights for excavations	100.00
110.06	Doing business without license or obtaining license by fraud	100.00
111.11	Violating hours of sale	75.00
111.13	Solicitation, sale of alcoholic beverages	100.00
112.07	Permitting any person under 17 years of age to play or operate any pinball, marble or similar type machine	150.00
112.08	Maintaining or operating marble or pinball machine within 500 feet of a school or having more than three pinball or similar machines in one location	150.00
113.02	Operating as second hand dealer without license; operating a pawnshop	100.00
113.03	Failure of second hand dealer to keep record of purchases	250.00
113.06	Disposal of jewelry, metals & coins by dealer in violation of § 113.01	250.00
114.02	Conducting "Going out of business sales" without a permit	100.00
114.05	Failure to comply with permit terms and requirements governing "Going out of business", "Fire sales", and the like	200.00
115.02	Doing business as a solicitor or peddler without a license	200.00
115.10	Peddler creating loud noises and unlawful use of public streets	100.00
115.11	Peddlers soliciting on other than daylight hours: Soliciting on Sundays	100.00
115.12	Peddler using another's I.D. card	200.00
115.37	Failure of charitable solicitation to register daily	50.00
115.38	Violation of Regulated Activities defined in § 115.01	50.00
115.39	Conducting prohibited conduct unless § 115.39	50.00
117.03	Making false or misleading statements concerning goods up for auction	200.00
117.10	Operating a dance school/studio without a certificate	75.00
117.20	Violation of density of occupancy regulations	200.00
117.30	Operating as a fortune teller, palm reader, and the like without license	200.00
117.33, 117.34	Failure of fortune tellers, palm readers, and the like to display license; failure to comply with business regulations	100.00

117.50— 117.52	Violation of regulations governing parking lots	200.00
118.01	Violation of franchise requirements concerning garbage and trash collection	250.00
130.01	Violation of state laws constituting misdemeanors	250.00
132.05	Damaging, destroying, defacing another's property	250.00
132.07	Placing handbills on motor vehicles	250.00
133.01	Indecency and obscenity: obscene dancing	200.00
134.01	Impersonating Village officer or employee	200.00
134.04	Making false statements on permit application	250.00
135.01(A)	False rumors, bomb scares, false fire alarms	250.00
135.01(B)	Turning in a false fire alarm; imitating fire siren or whistle	200.00
135.02(2)— (7)	Committing offenses against public peace and safety	250.00
135.03	Disturbing public meetings	250.00
135.04	Loitering	100.00
135.05	Vagrancy	100.00
150.10	Renting of private docks	150.00
150.11	Violation of dock construction ordinance	200.00
150.12	Violation of marina section of code	200.00
150.16	Docking, mooring, or other parking of a vessel without a permit	250.00
150.17	Operating a business or profession on boats	200.00
150.18	Violation of regulations for houseboats and floating homes	200.00
150.19	Violation of pollution control governing house boats	250.00
150.20	Violation of hurricane and storm regulations	100.00
150.21	Violation of regulations concerning wrecks and debris (boats and other vessels)	up to \$10,000.00 per day
151.11	Failure to obtain permit (when required) before starting work	Double the fee plus 100.00
151.11(5)	Failure to call for final inspection	75.00
151.15	Violation of minimum construction standards	250.00
151.17	Violation of swim pool regulations	100.00

151.25	Violation of emergency generator requirements	250.00
151.26	Violation of off-street parking ordinance	250.00
152.025	Violation of general zoning regulations	200.00
152.040	Violation of off-street parking and loading	200.00
152.041(C)(3)	Parking truck tractors, semitrailers, tandem trailer trucks or special mobile equipment	250.00
152.042	Failure to comply with the requirements of § 152.042	200.00
152.055	Violation of fence, wall and/or hedge ordinance	100.00
152.056	Violation of setback ordinance	250.00
152.059	Violation of boat, dock, pier restrictions	250.00
152.060	Violation of swimming pool ordinance	100.00
152.061	Violation of ordinances regarding accessory uses and structures	250.00
152.062	Violation of ordinances regulating recreational and camping equipment	100.00
152.063	Violation of regulations prohibited delivery and/or placing of building material on lot without permit	100.00
152.065	Violation of ordinance regulating clotheslines	50.00
152.075	Violation of sign ordinances	200.00
152.078	Violation of regulations and specifications concerning signs	200.00
152.079	Failure to obtain and pay sign permits and fees	200.00
152.083	Violating district sign regulations	200.00
152.106	Violating rules governing certificate of occupancy	250.00
	Violations of the code for which a specific penalty is not provided in this schedule	250.00
8A-117	Hindering or obstruction director or inspection	200.00
10-2	Failure to supply journeyman	250.00
10-3(a)	No certificate of competency as master contractor or sub-contractor or qualifying agent	250.00
10-4(A)	Advertising as a contractor without certificate of competency	250.00
10-4(B)	Failure to properly identify trucks	50.00
10-4(C)	Failure to include C.C. Number in advertising	100.00
10-22(A)	Contracting for work outside scope of certificate of competency	250.00

17-23	Violation of minimum standards for basic equipment facilities	250.00
17-24	Violation of minimum standards for light and ventilation	250.00
17-25	Violation of requirements relating to the safe and sanitation maintenance of dwellings and dwelling units	250.00
17-26	Violation of minimum space and use and location requirements	250.00
17-27	Violation of responsibility of owners and occupants	250.00
17-28	Violation of requirements of maintenance of non-dwelling structures and fences	250.00
17-29	Violation of minimum standards for hotels and rooming houses	250.00
	General littering	250.00
	(a) <u>First violation within a 12-month period</u>	<u>250.00</u>
	(b) <u>Second or subsequent violation within a 12-month period</u>	<u>500.00</u>

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the North Bay Village Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Commission of North Bay Village, Florida; and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the North Bay Village Code of Ordinances; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective upon final adoption on second reading.

The foregoing Ordinance was offered by Commissioner Andreana Jackson, who moved for its approval on first reading. This motion was seconded by Commissioner Jose Alvarez, and upon being put to a vote, the vote was as follows:

THE VOTES WERE AS FOLLOWS:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Dr. Douglas Hornsby	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>

APPROVED ON FIRST READING during a regular session of the North Bay Village Commission Meeting this 19th day of September 2017.

The foregoing Ordinance was offered by _____, who moved for its enactment. This motion was seconded by _____ and upon being put to a vote, the vote was as follows:

FINAL VOTE ON ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Jose 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:


Norman C. Powell, Esq.
Law Offices of Norman C. Powell

North Bay Village Ordinance: Increasing fines for general loitering.



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

MEMORANDUM
North Bay Village

DATE: August 29, 2017
TO: Yvonne P. Hamilton, CMC
Village Clerk
FROM: Vice Mayor Eddie Lim 
SUBJECT: Introduction of Resolution

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

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

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

EL:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose R. Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson



NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, NOVEMBER 14, 2017** AT 7:30 P.M. OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUESTS:

1. APPLICATIONS BY KIRK LOFGREN FOR INSTALLATION OF NEW BOAT LIFTS AND BOARDING PLATFORMS ON AN EXISTING DOCK IN SLIPS C105 AND B83 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.
2. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 97, ENTITLED "PARKS AND RECREATION" BY AMENDING SECTION 97.11 TO PROHIBIT AN ADULT FROM ENTERING A TODDLER PARK WITHOUT A CHILD; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. *(Second Reading)*
3. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 70, SECTION 70.05 OF THE VILLAGE CODE; DEFINING JUNKAGE AND ABANDONED VEHICLES; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. *(Second Reading)*
4. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 153, ENTITLED "CODE ENFORCEMENT" BY AMENDING SECTION 153.04 TO INCREASE THE FINE FOR GENERAL LITTERING AND FINES UNDER SECTION 91.03 FOR REPEAT VIOLATIONS; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. *(Second Reading)*

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

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

YVONNE P. HAMILTON, CMC
VILLAGE CLERK

(October 27, 2017)



North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE **MEMORANDUM**

DATE: December 6, 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 Advisory Charter Review Board and the Special Needs Advisory Board

The following individuals have submitted applications for membership to the Advisory Boards listed below:

Advisory Charter Review Board (Five Members)

Pursuant to Section 10.13 of the Village Charter, an Advisory Charter Review Board is to be created by the Commission with a minimum of five members with at least 1 representative from North Bay Island, 1 from Treasure Island, and 1 from Harbor Island.

North Bay Island

Alvin Blake, 7601 Coquina Drive
Laura Cattabriga, 7430 Center Bay Drive

Treasure Island

Dr. Paul Norris, 1690 S. Treasure Drive

Harbor Island

Jorge Gonzalez, 7900 Harbor Island Drive

Special Needs Advisory Board

Julianna Strout, 7800 Beach View Drive

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

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MAILED OCT18 3:19PM

ADVISORY BOARD/COMMITTEE APPLICATION

NAME AL BLAKE DATE 10/16/17
MAILING ADDRESS 7601 COQUINA Drive
EMAIL ABLAKE@EARTHLINK.NET TELEPHONE # 305-979-7604
VILLAGE RESIDENT: YES NO HOW MANY YEARS 52
BUSINESS OWNER: YES NO PAST OR PRESENT
NAME AND ADDRESS OF BUSINESS _____

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? N/A

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

- | | | | |
|---------------------------------------|--------------------------|----------------------------------|-------------------------------------|
| ANIMAL CONTROL ADVISORY BOARD | <input type="checkbox"/> | COMMUNITY ENHANCEMENT BOARD | <input type="checkbox"/> |
| ARTS, CULTURAL & SPECIAL EVENTS BOARD | <input type="checkbox"/> | PLANNING & ZONING BOARD | <input type="checkbox"/> |
| BUSINESS DEVELOPMENT ADVISORY BOARD | <input type="checkbox"/> | YOUTH & EDUCATION SERVICES BOARD | <input type="checkbox"/> |
| CITIZENS BUDGET AND OVERSIGHT BOARD | <input type="checkbox"/> | SPECIAL NEEDS ADVISORY BOARD | <input type="checkbox"/> |
| SIGNAGE REVIEW COMMITTEE | <input type="checkbox"/> | ADVISORY CHARTER REVIEW BOARD | <input checked="" type="checkbox"/> |

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO
HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO
HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES NO MAY BE
ARE YOU A REGISTERED VOTER? YES NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

I WAS INVOLVED IN CONDOMINIUM PROPERTY MANAGEMENT FOR OVER 20 YEARS SERVED AS VILLAGE COMMISSIONER FOR OVER 14 YEARS AND HAVE SERVED ON MANY BOARDS IN THE VILLAGE FOR OVER 35 YEARS FROM 1978-2012 - MEMBER - NBV OPTIMIST CLUB

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

I Believe All That I LISTED ABOVE SPEAKS TO MY BACKGROUND AND PAST CONTRIBUTIONS. THANK YOU.

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North Bay Village Voter is required (Voter Registration Card/Driver License/ID). Information submitted to the Village is deemed public records, except those specifically exempted by law.



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 www.nbvillage.com

ADVISORY BOARD/COMMITTEE APPLICATION

NAME Laura Cattabongia DATE 11/3/2017
 MAILING ADDRESS 7430 Center Bay Drive
 EMAIL Laura.Cattabongia@gmail.com TELEPHONE # 305-481-5588
 VILLAGE RESIDENT: YES NO HOW MANY YEARS 14 years
 BUSINESS OWNER: YES NO PAST OR PRESENT
 NAME AND ADDRESS OF BUSINESS _____

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? _____

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY BOARD

COMMUNITY ENHANCEMENT BOARD

ARTS, CULTURAL & SPECIAL EVENTS BOARD

PLANNING & ZONING BOARD

BUSINESS DEVELOPMENT ADVISORY BOARD

YOUTH & EDUCATION SERVICES BOARD

CITIZENS BUDGET AND OVERSIGHT BOARD

SPECIAL NEEDS ADVISORY BOARD

SIGNAGE REVIEW COMMITTEE

ADVISORY CHARTER REVIEW BOARD

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES NO

ARE YOU A REGISTERED VOTER? YES NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

Professional: 20+ years Business Mgmt. & strategy (see resume attached)

Civic: Chair Budget & Oversight Board Vice Chair: Business Dpt. Board

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

I am passionate about improving transparency, accountability & professionalism in our village. I want our residents to have trust in our officials and it starts with clear/fair and appropriate ground rules -- our Charter.

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

LAURA H. CATTABRIGA

7430 Center Bay Drive
North Bay Village, FL 331471
305.481.5588 laura.cattabriga00@gmail.com

SENIOR OPERATIONS, STRATEGY and BUSINESS DEVELOPMENT EXECUTIVE with experience starting, growing and fixing companies

LEADERSHIP COMPETENCIES: Strategic Planning & Growth; Corporate Problem Solving; Business Plan Development; Finance Management; Team Building; Business Development; Presentation and Corporate Communications

PROFESSIONAL EXPERIENCE

Chief Operating Officer

June 2012-present

Finnieston Group / BioSculptor Corporation

The Finnieston Group manufactures custom orthotic and prosthetic devices; manufactures and markets Maramed Orthopedic prefabricated bracing solutions; designs and implements CAD/CAM solutions; and provides boutique clinical services to patients from around the world.

Accomplishments:

Finance:

- Managed complete overhaul of Finance and Accounting department including hiring of new Controller and accounting staff and transitioning company from outdated DOS based accounting software to SAGE 50.
- Worked with Controller to develop and implement business restructuring plan to cut costs, return to profitability and transition from family ownership. Initial profitability goals were achieved in 12 months.

Operations:

- Instituted new program of management meetings to review business unit performance, create strategic objectives, plan sales activities and address issues in a proactive manner.
- Implemented new policies to improve accountability, communication and efficiency between functional areas.
- Oversaw the implementation of new safety review and management program.

Human Resources:

- Hired several new critical employees including Controller, Clinical Office Manager, Prosthetist/Partner, and other key staff members.
- Implemented new employee performance review program. This had not been done for over ten years. Program included creation/verification of job descriptions, individual goal creation, in-person review meetings and compensation review.
- Implemented several new workplace policies to improve morale, ensure safety and improve compliance with applicable laws.

Marketing / Education:

- Represented companies at all major industry events and met with customers to win and grow business.
- Oversaw the rebranding of Maramed Orthopedic product line including the creation of a fresh logo and new marketing material.
- Implemented use of innovative web marketing campaign and use of social media to promote clinical business.
- Overhauled product educational program including the redesign of two-day course, follow-up education and regular customer communication.

Founder, President, Entrepreneur

July 2012 - Present

Core Orthopaedics

Start-up orthopedic device company currently developing a full line of trauma implants.

Accomplishments to date:

- FDA 510(k) clearances for three classes of trauma implants
- Creation of Medical, Engineering and Manufacturing team
- Preliminary product designs and drawings

VP Finance, Strategy and Investor Relations

October 2010 – April 2012

Internal Fixation Systems Inc (OTC-QB: IFIX)

Start-up orthopedic implant company dedicated to cutting the cost of common trauma implants by 50%

Finance:

- Managed bookkeeping, budgets, accounts payable and accounts receivable.
- Worked with auditors, attorneys and outside accountants to prepare all required SEC filings.
- Maintained critical corporate documents.
- Managed payroll and human resources.

Strategy / Operations

- Attended all Board meetings and kept required Board documentation.
- Worked with Senior Management Team to develop corporate strategy and product plans.
- Served as "Driver in Chief" to ensure goals were met, problems were resolved and plans moved forward at the appropriate pace.

Investor Relations:

- Represented company at institutional and private investor meetings.
- Created investor and company materials including business plans, presentations, website and marketing materials.
- Maintained all critical investor documentation.

Principal

February 2008 – October 2010

Dresnick Healthcare Advisors

Healthcare Advisory and Management Consulting Firm

- Conducted management review, provided interim business management services and helped recruit new management staff for 7 man cardiology practice, and skin cancer screening company.
- Assisted Community Board of Fisherman's Hospital (Marathon, FL) to develop new management strategy which led to hiring of new hospital management company. This project included creation of proposal and bid process; assistance screening proposals per Board defined criteria; creation of Community Relations Program to ensure local support; and recommendations to improve the transition process.
- Helped physician practices to create new services, improve marketing and branding; and create websites.

Business Development

January 2007 - May

2008 Surgem of Florida

Owner and Manager of Ambulatory Surgical Centers

- Recruited physician investors to new and existing ambulatory surgical centers in Florida.
- Acted as liaison between surgeon investors and Surgem management to solve problems and grow surgical case volume.
- Worked with Surgem of Florida CEO to qualify new projects and conduct due diligence.

Managing Director

2005-2007

Polaris Business Advisors

- Owned and managed a consulting company providing business advisory services to small businesses.
- Services offered included: strategic planning, interim management, sales and marketing strategy, and recruiting.

Senior Consultant Business Services

1998-2002

Telcordia Technologies

Leading provider of telecommunications technology, engineering, software and business consulting services.

- Provided strategy, business plan development, and marketing services to telecommunications companies in the U.S. and Latin America.
- Worked closely with staff and executives to develop marketing plans and regularly presented recommendations to C-level executives.

EDUCATION

M.A. International Development and Business – George Washington University, Washington, DC 1997

B.A Political Science and Spanish – Denison University, Granville, OH 1991

Citizens Budget & Oversight Advisory Board, Chair, North Bay Village, FL

Business Advisory Board, City of North Bay Village, FL

Guardiem Ad Litem Volunteer, Miami Dade County

Former Job Readiness Volunteer, Episcopal Migration Ministries (refugee resettlement organization)

Former Board Member Montessori Academy at St. Johns, Miami Beach



North Bay Village

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ADVISORY BOARD/COMMITTEE APPLICATION

NAME Paul Norris DATE 10/24/17
 MAILING ADDRESS 1690 S. Treasure Dr NBU
 EMAIL p.norris@med.miami.edu TELEPHONE # 305-467-3245
 VILLAGE RESIDENT: YES NO HOW MANY YEARS _____
 BUSINESS OWNER: YES NO ~~PAST~~ PAST OR PRESENT _____
 NAME AND ADDRESS OF BUSINESS Miami Beach Gyn
1690 S. Treasure Dr NBU

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? _____

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY BOARD	<input type="checkbox"/>	COMMUNITY ENHANCEMENT BOARD	<input type="checkbox"/>
ARTS, CULTURAL & SPECIAL EVENTS BOARD	<input type="checkbox"/>	PLANNING & ZONING BOARD	<input checked="" type="checkbox"/>
BUSINESS DEVELOPMENT ADVISORY BOARD	<input type="checkbox"/>	YOUTH & EDUCATION SERVICES BOARD	<input type="checkbox"/>
CITIZENS BUDGET AND OVERSIGHT BOARD	<input checked="" type="checkbox"/>	SPECIAL NEEDS ADVISORY BOARD	<input type="checkbox"/>
SIGNAGE REVIEW COMMITTEE	<input type="checkbox"/>	ADVISORY CHARTER REVIEW BOARD	<input checked="" type="checkbox"/>

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO
 HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO
 HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES NO
 ARE YOU A REGISTERED VOTER? YES NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

I am presently on the budget and oversight and Planning & Zoning Board

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD/COMMITTEE AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

I have been a resident of NBU 35 over 20 years & have seen positive and negative influence

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North Bay Village Voter is required (Voter Registration Card/Driver License/ID). Information submitted to the Village is deemed public records, except those specifically exempted by law.

I feel that I can help positively influence the island.



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ADVISORY BOARD/COMMITTEE APPLICATION

NAME JORGE GONZALEZ DATE 11-27-2017
 MAILING ADDRESS 7900 HARBOR ISLAND DR. PH05 NBY, FL 33141
 EMAIL _____ TELEPHONE # (305) 793-8828
 VILLAGE RESIDENT: YES NO _____ HOW MANY YEARS 8
 BUSINESS OWNER: YES _____ NO PAST OR PRESENT _____
 NAME AND ADDRESS OF BUSINESS N/A

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? —

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY BOARD

COMMUNITY ENHANCEMENT BOARD

ARTS, CULTURAL & SPECIAL EVENTS BOARD

PLANNING & ZONING BOARD

BUSINESS DEVELOPMENT ADVISORY BOARD

YOUTH & EDUCATION SERVICES BOARD

CITIZENS BUDGET AND OVERSIGHT BOARD

SPECIAL NEEDS ADVISORY BOARD

SIGNAGE REVIEW COMMITTEE

ADVISORY CHARTER REVIEW BOARD

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:

- CITY MANAGER SELECTION COMMITTEE
- CHARTER REVIEW ADVISORY BD - 2011
- PLANNING & ZONING BOARD - CO-CHAIR 2011-2012
- AT LARGE COMMISSIONER 2012-2014
- VICE MAYOR 2014-2016

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)

- FIVE YEAR VILLAGE CHARTER & SAT ON CHARTER ADVISORY BD IN 2011
- I UNDERSTAND VILLAGE OPERATION, COMMISSION & ADMINISTRATION
- I POSSESS GOOD FINANCIAL SKILLS - MBA
- I POSSESS GOOD CRITICAL THINKING / REASONING SKILLS - BSEE
- SERVED IN VILLAGE COMMISSION & ELECTED OFFICIAL 2012-2016

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North Bay Village Voter is required (Voter Registration Card/Driver License/ID). Information submitted to the Village is deemed public records, except those specifically exempted by law.

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



North Bay Village

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

BOARD/COMMITTEE APPLICATION

NAME Julianna Strat DATE 10-18-17
 MAILING ADDRESS 7800 Beachview drive, North Bay village, FL 33141
 EMAIL Juliannaclaretrov@gmail.com TELEPHONE # 857-207-2387
 VILLAGE RESIDENT: YES NO HOW MANY YEARS _____
 BUSINESS OWNER: YES _____ NO _____ PAST OR PRESENT _____
 NAME AND ADDRESS OF BUSINESS _____

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? _____

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY BOARD	<input type="checkbox"/>	COMMUNITY ENHANCEMENT BOARD	<input checked="" type="checkbox"/>
ARTS, CULTURAL & SPECIAL EVENTS BOARD	<input checked="" type="checkbox"/>	PLANNING & ZONING BOARD	<input checked="" type="checkbox"/>
BUSINESS DEVELOPMENT ADVISORY BOARD	<input checked="" type="checkbox"/>	YOUTH & EDUCATION SERVICES BOARD	<input checked="" type="checkbox"/>
CITIZENS BUDGET AND OVERSIGHT BOARD	<input checked="" type="checkbox"/>	SPECIAL NEEDS ADVISORY BOARD	<input checked="" type="checkbox"/>
SIGNAGE REVIEW COMMITTEE	<input type="checkbox"/>		

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO
 HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO
 HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES NO
 ARE YOU A REGISTERED VOTER? YES NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE: Please see attached

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)
Please see attached

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 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 Alvarez Commissioner Dr. Douglas N. Hornsby Commissioner Andreana Jackson

October 18, 2017
North Bay Village Administrative Offices
1666 Kennedy Causeway, Suite 300
North Bay Village, FL, 33141

To whom it may concern,

Julianna Clare Strout is applying for a Board/Committee position. Please see below her answers to the requested questions from the application.

Please give a summary of your work and civic service experience:

I currently work for a general contractor and design firm in Miami. We specialize in retail, commercial, and residential. I have experience in managing budgets, operations and project coordination. I have an understanding of how the cities guidelines and processes for what a new business or resident will have to follow. I also volunteer for a multitude of different non for profits. As a board member with these organizations I assist with fundraising and event planning. I have not only assisted them with planning their events, but assisted in grant applications to receive funding to support these amazing organizations.

Please comment on how you think your background qualifies you to serve on this board and what you may be able to contribute:

I have experience in establishing and maintaining budgets and fundraising for local organizations. I care deeply about improving the lives around me in my neighborhood. I can contribute not only my business expertise, but a positive can do attitude. I can be an asset to any board that I am a part of. I was a former Miss America Contestant and know what it takes to be a strong member of your community. I would represent any board if chosen to the best of abilities to achieve any of their goals set forth.

Kindest Regards,

Julianna Clare Strout

(B) The Village Manager is designated and appointed as the head of the Police Department, Maintenance Department, Water Department, and Clerical Department of the Village. The Village Manager is hereby authorized, empowered, and instructed to direct the operations of each of the Departments.
(1964 Code, § 2-2; Ord. 118, passed 2-15-57)

§ 32.02 Vacancies of membership on Village Boards.

(A) Upon a vacancy, for any reason, of a Village Commission appointed membership on any Village Board, the Village Commission shall appoint a new member to fill the vacancy within 30 days of the occurrence of vacancy, or the next regular Village Commission meeting, whichever later occurs.

(B) Appointment of members to the various Boards of the Village, on their annual appointment or otherwise, shall be from a list of nominees. The Mayor and each Commissioner shall be entitled to nominate, without the necessity for a second, as many nominees as they desire. The Mayor and each Commissioner shall be entitled to vote for as many seats as are vacant and for which the Commission may make an appointment. The Mayor and the Commissioners shall vote by stating the names of their selections. Nominees receiving a vote from a majority of the Commission shall be appointed. Successive votes may be taken if required to select a nominee by a majority vote until each vacancy has been filled.

(C) If a member of any Board fails to attend two consecutive meetings without prior notification or fails to attend five meetings during a 12-month period, the Board, upon a majority vote, may request the Village Commission to remove the member and to appoint a successor for the unexpired term.
(Ord. 82-10, passed 12-22-82; Ord. No. 02-05, § 1, 3-12-02)

§ 32.03 Reserved.

Editor's note—Ord. No. 04-04, adopted Feb. 17, 2004, has been treated as superceding the provisions of § 32.03. Formerly, said section pertained to conclusion of term of all Village Boards as enacted by Ord. No. 83-09, adopted April 13, 1983; as amended.

§ 32.04 Reserved.

Editor's note—Ord. No. 04-04, adopted Feb. 17, 2004, has been treated as superceding the provisions of § 32.04. Formerly, said section pertained to nonresident appointments to Village Boards as enacted by Ord. No. 86-02, adopted May 27, 1986.

COMMUNITY ENHANCEMENT BOARD*

§ 32.10 Establishment.

In order to enhance the aesthetic appeal of this community by properly exercising its police power in accordance with the provisions of the Florida Home Rule Power Act, and recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further to preserve the quality of the environment which is a legitimate concern of the Village Commission, there is established a permanent Community Enhancement Board of the Village, it being understood that this Board and the powers and responsibilities granted it pursuant to this subchapter shall be in addition to any existing laws and remedies which presently exist or shall be enacted in the future.
(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.11 Composition.

There is hereby created the North Bay Village Community Enhancement Board which shall consist of five members who may reside at any location within the Village, or owners of businesses located within the confines, or designees of such business owners; all of whom shall serve for a period of two years concurrent with the regular scheduled election of the Commission as provided in Section 6.01 of the Charter.
(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

**Editor's note*—Ord. No. 04-04, adopted Feb. 17, 2004 amended ch. 32 by combining the provisions of the Beautification Board, §§ 32.10—32.13, with the Arts, Cultural and Special Events Board, §§ 32.55—32.60. Sections 32.55—32.60 have been renumbered as §§ 32.12—32.17 to conform to the numbering style of this Code.

10.11. Resolving conflicts within charter.

Should there be a conflict or apparent conflict in the provisions of any one section of this Charter or between two (2) or more sections thereof, then the Village attorney shall resolve such conflict or apparent conflict by a written ruling which shall be legal and binding unless invalidated by a court of competent jurisdiction. (Res. No. 2000-41, 11-8-00, Election of 11-7-00)

10.12. Severability clause.

If any section or part of section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply. (Res. No. 2000-41, 11-8-00, Election of 11-7-00)

10.13. Revision provision.

A. This Charter of the Village must be reviewed six (6) years from November 8, 2000 and each sixth year thereafter by an Advisory Charter Review Board Appointed by the Commission with a minimum of five (5) members with at least one (1) representative from each island; any proposed revisions to the Charter must meet the approval of the qualified electors of the Village at an election to be held at the same time as the regularly scheduled municipal Commission election immediately following each sixth year Charter review.

B. It shall be the duty of the Planning & Zoning Board, in cooperation with the Village Attorney, to continuously review the provisions of the zoning regulations, the Comprehensive Master Plan and the Zoning District Map and offer recommendations for the improvement thereof to the Village Commission at maximum intervals of five years commencing in 2013. (Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-36, 7-13-04, Election of 11-2-04;

Res. No. 2006-45, Pt. O, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

10.14. Violation.

Village officials and employees shall follow the provisions of this Charter. (Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

of office, residents of the Village and shall have been a resident of North Bay Village for a minimum of two years.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.81 Terms; removal from office.

Members of the Board shall be appointed by the Village Commission pursuant to Section 32.02 of the Village Code, by a majority vote of the members present, concurrent with the regular scheduled election of the Commission; however, in order to maintain continuity, members shall serve until the new board is appointed after the election. Any member may be removed from the office by the Commission upon majority vote of the Commission members present.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.82 Vacancy.

In the event that a vacancy shall occur on the Board by resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member by a majority vote of the Commission.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.83 Power and duties.

The Business Development Advisory Board shall be charged with the following duties:

- (1) Appoint its own chair and vice-chair;
- (2) Appoint a secretary, who shall keep an accurate record of the Board's Meetings;
- (3) Provide monthly written reports containing its activities and recommendations concerning the economic development of the Village, including but not limited to, the existing business environment in the Village and what measures the Commission and Village staff may take to attract businesses to the Village.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.84 Officers.

The Business Development Advisory Board shall annually, each by majority vote, elect one of its members as Chair and one of its members as Vice-Chair. The Chair shall chair the meetings

of the Board, and shall be the representative of the Board to the Village Commission. In the case of the absence of the Chair at any meetings, the Vice-Chair shall act in his stead.

The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Commission as to the attendance of the meeting and submit the minutes of its meetings to the Village Commission monthly.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.85 Meetings; quorum; voting period.

(A) The Business Development Advisory Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be publicly noticed to residents, homeowners, and property owners by publication on the Village's bulletin board or website. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.

(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

(Ord. No. 2014-06, § 2, 7-8-14)

SPECIAL NEEDS ADVISORY BOARD

§ 32.86 Created.

A Special Needs Advisory Board (the "Board") is hereby created which shall be composed of three members appointed by the Village Commission to serve at the pleasure of the Commission. Each member shall be appointed by a majority vote of the Village Commission.

(Ord. No. 2015-001, § 2, 1-13-15)

§ 32.87 Purpose.

The Board will act in an advisory capacity to provide the Village Commission, Village Manager, and Village residents with information regarding matters pertaining to the needs of community residents with functional impairments, disabilities, and other special needs, as well as seniors and children.

(Ord. No. 2015-001, § 2, 1-13-15)

§ 32.88 Powers and duties.

The powers and duties of the Board shall include the following:

- (1) Promote the exchange of ideas and resources in order to better meet the needs of residents with special needs;
- (2) Provide input and information as to government and/or private agencies that provide services for residents with special needs.

(Ord. No. 2015-001, § 2, 1-13-15)

§ 32.89 Meetings; selections of officers.

(A) The Board shall hold quarterly meetings to carry out its purpose and duties, as called by its Chairman or the Village Commission.

(B) The Board shall annually, each by majority vote, elect a Chairman and a Vice-Chairman from among its members. The Chairman shall chair meetings of the Board, and shall be the representative of the Board to the Village Manager and the Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his or her stead. The Board shall designate its own secretary, and the Secretary shall make and furnish minutes of the Board's meetings and submit the minutes of its meetings to the Village Manager monthly.

(Ord. No. 2015-001, § 2, 1-13-15)

§ 32.90 Terms; vacancies; removal.

(A) Members of the Board shall be appointed by the Village Commission for a term of two years to coincide with the Village's general election; however, in order to maintain continuity, members shall serve until the new board is appointed after the election. In the event that a

vacancy shall occur on the Board by reason of resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.

(B) The Village Commission shall have the authority to remove any member of the Board for misconduct, or for more than three unexcused absences in any calendar year.

(C) Members of the Board have a responsibility to keep confidential information confidential. If a member of the Board discloses confidential information, that member is acting outside his/her scope of authority and could be removed from the Board or be held personally liable for claims of defamation, invasion of privacy, violations of statute, etc.

(Ord. No. 2015-001, § 2, 1-13-15)

§ 32.91 Sunset review.

The Board shall have a Sunset Review by the Commission after one year from the date that the ordinance from which section 32.86—32.91 derived was adopted.

(Ord. No. 2015-001, § 2, 1-13-15)

ANIMAL CONTROL ADVISORY BOARD

§ 32.92 Establishment.

There is hereby created an Animal Control Advisory Board to consider matters relating to animal control within the Village limits in order to improve the Village's ability to handle animal issues effectively.

(Ord. No. 2017-003, § 1, 2-14-17)

§ 32.93 Composition.

There is hereby created the North Bay Village Animal Control Advisory Board which shall consist of five members who may reside at any location within the Village, or owners of businesses located within the confines, or designees of such business owners; all of whom shall serve for a period of two years concurrent with the regular scheduled election of the Commission as provided in §6.01 of the Charter.

(Ord. No. 2017-003, § 1, 2-14-17)



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

14

OFFICIAL MINUTES REGULAR VILLAGE COMMISSION MEETING

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

TUESDAY, NOVEMBER 14, 2017
7:30 P.M.

1. CALL TO ORDER

Mayor Connie Leon-Kreps called the meeting to order at 7:33 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

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

Vice Mayor Eddie Lim was absent.

ALSO PRESENT:

Village Manager Frank K. Rollason
Deputy Village Manager/HR Director Jenice Rosado
Finance Director Bert Wrains
Police Chief Carlos Noriega
Public Works Director Ray Rammo
Village Attorney Robert L. Switkes
Village Clerk Yvonne P. Hamilton

Commissioner Dr. Douglas N. Hornsby moved to excuse Vice Mayor Eddie Lim's absence. The Vice Mayor was attending the National League of Cities Conference. Mayor Connie Leon Kreps seconded the motion, and all voted in favor.

2. **A. PROCLAMATIONS AND AWARDS**

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

Town Manager Alex Diaz presented the award to the Commission.

B. SPECIAL PRESENTATIONS

1. **PFM Financial Advisors LLC**

Pete Varona and Sergio Masvidal of PFM Financial Advisors, LLC made a presentation to the Commission. Mr. Verona informed the Commission that he would attend the Capital Improvement Project Workshop to be scheduled by the Citizens Budget & Oversight Board.

C. ADDITIONS AND DELETIONS

Village Attorney requested to delete Item 11F; as the sponsor of Item 11E, Vice Mayor Eddie Lim requested to remove the item from the agenda in his absence; and Mayor Connie Leon Kreps requested to remove Item 9D.

3. **GOOD & WELFARE**

Edward Martos, Weiss Serota Helfman Cole & Bierman, 2525 Ponce De Leon Boulevard, Suite 700, Coral Gables, FL 33134, counsel for 1700 South Treasure Drive property owners, Laura Cattabriga, of 7430 Center Bay Drive, David Heit, President, Optimist Club, and Julianna Strout, of 7800 Beach View Drive, addressed the Commission.

4. **GRANT WRITER'S REPORT**

The Village Grant Writer, Lakeesha Morris, President, BellTower Consulting Group, discussed village grants.

5. **ADVISORY BOARD REPORTS**

A. ANIMAL CONTROL ADVISORY BOARD

A report was not provided.

B. BUSINESS DEVELOPMENT ADVISORY BOARD

The Vice Chair Laura Cattabriga reported on the October 23rd meeting.

C. CITIZENS BUDGET & OVERSIGHT BOARD

The Chair Laura Cattabriga reported on the October 16th meeting.

D. COMMUNITY ENHANCEMENT BOARD

A report was not provided.

E. PLANNING & ZONING BOARD

A report was not provided.

6. VILLAGE COMMISSION'S REPORT

Mayor Connie Leon Kreps, Commissioner Andreana Jackson, and Commissioner Dr. Douglas N. Hornsby all gave oral reports.

7. VILLAGE ATTORNEY'S REPORT

The Village Attorney Robert L. Switkes gave an oral report.

8. VILLAGE MANAGER'S REPORTS

The Village Manager advised the Commission of the Jewish holiday on the date of the next scheduled Commission Meeting of December 12th. Commissioner Andreana Jackson moved to reschedule the Regular Commission Meeting for December 14, 2017, and Mayor Connie Leon Kreps seconded the motion.

The Mayor opened the floor for public comments. There being no speakers, she closed the floor to public comments.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Commissioner Jose Alvarez, and Commissioner Andreana Jackson all voting Yes. Vice Mayor Eddie Lim was absent.

Commissioner Dr. Douglas N. Hornsby moved to hold the Public Information Officer (PIO) Workshop on January 17, 2018 at 7:30 p.m. Commissioner Andreana Jackson seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon Kreps, Commissioner Jose Alvarez, Commissioner Andreana Jackson, and Commissioner Dr. Douglas N. Hornsby all voting Yes. Vice Mayor Eddie Lim was absent.

The Village Manager discussed his written report to the Commission, which was included in the agenda package; and responded to questions from the Commission.

9. **CONSENT AGENDA:** (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be adopted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.)
 - A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE DONATION OF SURPLUS PROPERTY, SPECIFICALLY POLICE PURSUIT VEHICLES OF THE POLICE DEPARTMENT, WHICH ARE NOT NEEDED FOR PUBLIC PURPOSE, TO THE CITY OF OPA LOCKA; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**
 - B. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLOR SELECTION FOR THE TILE ROOF TO BE INSTALLED AT THE VILLAGE FACILITY AT 1841 GALLEON STREET; SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON KREPS)**
 - C. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING PARQUES REUNIDOS SERVICIOS CENTRALES, S.A., THE OWNER AND OPERATOR OF MIAMI SEAQUARIUM, TO RETIRE LOLITA, THE ENDANGERED ORCA WHALE, FROM HER SMALL TANK AT MIAMI SEAQUARIUM, AND MOVE HER TO A SEA PEN IN THE PACIFIC NORTHWEST AS SOON AS POSSIBLE; AND, DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO ALL COUNTY MAYORS IN THE STATE OF FLORIDA AND TO THE FLORIDA LEAGUE OF CITIES. (INTRODUCED BY VICE MAYOR EDDIE LIM)**

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDING BID NO. 2017-002 FOR THE STORMWATER OUTFALL REHABILITATION PROGRAM TO RIC-MAN CONSTRUCTION FLORIDA, INC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**
- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT (17-09) WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S STORMWATER OUTFALL REHABILITATION PROGRAM; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**
- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING WORK AUTHORIZATION NO. 17-10 WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ADDITIONAL CONSTRUCTION PHASE SERVICES FOR THE SANITARY SEWER REHABILITATION PROGRAM AT A LUMP-SUM COMPENSATION OF \$101,500; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE FRANK K. ROLLASON)**

Commissioner Dr. Douglas N. Hornsby moved to approve the Consent Agenda Items, and Commissioner Andreana Jackson seconded the motion. The votes were as follows: Mayor Connie Leon Kreps, Commissioner Jose Alvarez, Commissioner Andreana Jackson, and Commissioner Dr. Douglas N. Hornsby all voting Yes. Commissioner Eddie Lim was absent.

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

The Village Clerk read the Resolution by title.

The Mayor inquired about the amount being reimbursed by the insurance company; and Chief Noriega responded.

Mayor Connie Leon Kreps moved to approve the Resolution, 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 4-0 roll call vote. The vote was as follows: Commissioner Jose Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, and Mayor Connie Leon Kreps all voting Yes. Vice Mayor Eddie Lim was absent.

10. ORDINANCES FOR FIRST READING AND RESOLUTIONS

There were no ordinances for first reading or Resolutions for adoption under this section.

11. PUBLIC HEARINGS ITEMS INCLUDING ORDINANCES FOR SECOND

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

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

The Village Clerk read the Resolution by title.

The Village Planner, Jim LaRue, of LaRue Planning & Management Services 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.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Commissioner Andreana Jackson moved to approve the request with the conditions set forth above, and Commissioner Dr. Douglas N. Hornsby seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Commissioner Jose Alvarez, and Commissioner Andreana Jackson all voting Yes. Vice Mayor Eddie Lim was absent.

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

The Village Clerk read the Resolution by title.

The Village Planner, Jim LaRue, of LaRue Planning & Management Services 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.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Applicant Kirk Lofgren, Ocean Consulting, 340 Minorca Avenue, Suite 7, Coral Gables, FL 33134, accepted the conditions of approval.

Commissioner Andreana Jackson moved to approve the request with the conditions set forth above, and Commissioner Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Commissioner Jose Alvarez, and Commissioner Andreana Jackson all voting Yes. Vice Mayor Eddie Lim was absent.

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

The Village Clerk read the ordinance by title.

Commissioner Andreana Jackson made a brief presentation on the item.

Commissioner Dr. Douglas N. Hornsby moved to approve the ordinance on second reading, and Commissioner Jose 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 4-0 roll call vote. The vote was as follows: Mayor Connie Leon Kreps, Commissioner Jose Alvarez, Commissioner Andreana Jackson, and Commissioner Dr. Douglas N. Hornsby all voting Yes. Vice Mayor Eddie Lim was absent.

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

Village Manager Frank K. Rollason and Village Attorney Robert L. Switkes made a brief presentation on the item.

Commissioner Andreana Jackson moved to approve the ordinance on second reading, and Commissioner Dr. Douglas N. Hornsby seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Commissioner Jose Alvarez, and Commissioner Andreana Jackson all voting Yes.

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

Item 11E was deferred to the next meeting at the request of Vice Mayor Eddie Lim.

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

Village Attorney Robert L. Switkes removed Item 11F from the agenda.

12. UNFINISHED BUSINESS

There was no Unfinished Business

13. NEW BUSINESS

A. APPOINTMENTS TO ADVISORY BOARDS

1.) ADVISORY CHARTER REVIEW BOARD

Mayor Connie Leon Kreps moved to defer appointments to the Advisory Charter Review Board to the next Commission Meeting. Commissioner Andreana Jackson seconded the motion, and all voted in favor.

2.) ARTS, CULTURAL & SPECIAL EVENTS BOARD

3.) YOUTH & EDUCATION SERVICES BOARD

Mayor Connie Leon Kreps moved to appoint Julianna Strout, of 7800 Beach View Drive, to the Arts, Cultural & Special Events Board and the Youth and Education Services Board.

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 4-0 roll call vote. The vote was as follows: Commissioner Jose Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, and Mayor Connie Leon Kreps all voting Yes. Vice Mayor Eddie Lim was absent.

B. CITIZENS CRIME WATCH 42ND ANNUAL AWARDS CEREMONY

**Annual crime watch postponed from last meeting./reserve
Did not fund/take from reserves**

Commissioner Dr. Douglas N. Hornsby moved to approve the expenditure of \$600 from the Reserves Fund for purchase of one table at the Citizens Crime Watch 42nd Awards Ceremony; 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 4-0 roll call vote. The vote was as follows: Mayor Connie Leon Kreps, Commissioner Jose Alvarez, Commissioner Andreana Jackson, and Commissioner Dr. Douglas N. Hornsby all voting Yes. Vice Mayor Eddie Lim was absent.

14. APPROVAL OF MINUTES – COMMISSION MEETINGS

No Minutes were submitted for approval.

At this time, Mayor Connie Leon Kreps moved to terminate the services of Village Attorney Robert L. Switkes, and Commissioner Andreana Jackson seconded the motion.

Mayor Connie Leon Kreps spoke about a number of events or issues that have exposed and have embroiled the Village, over the last year, that have caused unnecessary litigation, investigations and conflicts. She added that just this past week, the Miami-Dade Commission on Ethics and Public Trust filed an ethic complaint against one of the commissioners for ethics violations. The Ethics Commission's Press Release for the complaint stated that even though the Commissioner may have relied on erroneous legal advice, probable cause was found that he violated an ethics code provision. And for these and other reasons, she has lost complete confidence in the Village Attorney and the level of legal services being provided. Accordingly, she moved to immediately terminate the Village's Village Attorney engagement agreement with the law firm of Robert L. Switkes & Associates, P.A for cause. 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 3-1 roll call vote. The vote was as follows: Commissioner Jose Alvarez, Commissioner Andreana Jackson, and Mayor Connie Leon Kreps all voting Yes. Commissioner Dr. Douglas N. Hornsby voted No. Vice Mayor Eddie Lim was absent.

Mayor Connie Leon Kreps moved to appoint Norman Powell, Esq. as the Interim Village Attorney, and Commissioner Andreana Jackson seconded the motion. The Mayor requested that Mr. Powell be contacted regarding acceptance of the position and an engagement contract similar to the one that the Village has with Mr. Switkes.

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 3-1 roll call vote. The vote was as follows: Commissioner Jose Alvarez, Commissioner Andreana Jackson, and Mayor Connie Leon Kreps all voting Yes. Commissioner Dr. Douglas N. Hornsby voted No. Vice Mayor Eddie Lim was absent.

The Village Attorney stated for the record that he was authorized by criminal authorities investigating the criminal behavior, extortion and blackmail of Commissioner Dr. Douglas N. Hornsby that the Mayor is a subject of interest and has been identified as such; that her motion is retaliatory for his having reported the criminal behavior to FDLE and the FBI. He advised that the motion to terminate him is inappropriate because the Mayor should have recused herself. He further advised that Commissioner Jose Alvarez has a potential conflict of interest as his wife has been identified as a person of interest in that criminal investigation.

Mr. Switkes stated his belief that the Mayor's actions are grossly inappropriate; her statements are clearly intended to quash his actions as the Village Attorney and doing what is appropriate, when the criminal behavior was reported to him. He noted that the movement in that criminal investigation is moving forward; and now that the Mayor has been identified, it was his opinion that she should recuse herself. He further advised that the motion made by the Mayor is totally inappropriate. He requested that the record be clear that having been identified as a person of interest, the Mayor has been asked to give a statement, which she refused to do; and therefore she is taking action to terminate him for his reporting her criminal behavior.

15. ADJOURNMENT

The meeting adjourned at 10:52 p.m.

Prepared by: Yvonne P. Hamilton, Village Clerk

Adopted by North Bay Village on this ___ day of _____ 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

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MINUTES

**PUBLIC INFORMATION OFFICER/
SOCIAL MEDIA SPECIALIST
COMMISSION WORKSHOP**

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

**WEDNESDAY, NOVEMBER 8, 2017
7:30 P.M.**

1. CALL TO ORDER

The meeting was called to order at 7:48 p.m. by Mayor Connie Leon Kreps.

Present at Roll call were:

Mayor Connie Leon Kreps
Commissioner Dr. Douglas N. Hornsby
Commissioner Andreana Jackson

Vice Mayor Eddie Lim and Commissioner Jose Alvarez were absent.

Village Staff Present:

Village Manager Frank K. Rollason
Deputy Village Manager/HR Director, Jenice Rosado
Finance Director Bert Wrains
Assistant Village Attorney David Acosta
Village Clerk Yvonne P. Hamilton

Mayor Connie Leon Kreps moved to reschedule the workshop, and Commissioner Andreana Jackson seconded the motion, which carried 3-0 on a roll call vote. The vote was as follows: Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, and Mayor Connie Leon Kreps all voting Yes.

2. **POWER POINT PRESENTATION BY VILLAGE ADMINISTRATION**
3. **VILLAGE COMMISSION COMMENTS/QUESTIONS**
4. **PUBLIC COMMENTS**
5. **CLOSING COMMENTS/QUESTIONS FROM VILLAGE COMMISSION**
6. **ADJOURNMENT**

The meeting adjourned at 7:53 p.m.

Adopted by North Bay Village on

this _____ of December 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, OCTOBER 24, 2017
7:30 P.M.

1. CALL TO ORDER

Mayor Connie Leon-Kreps called the meeting to order at 7:31 p.m.

PLEDGE OF ALLEGIANCE

Resident Kenneth Stowe led the Pledge of Allegiance.

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
Acting Police Chief Brian Collins
Village Attorney Robert L. Switkes
Assistant Village Attorney David Acosta
Deputy Village Clerk Jenorgen Guillen

2. 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. ROLLOSON)**

The Village Clerk read the Resolution by title.

The Village Planner, Jim LaRue, of LaRue Planning & Management Services, Inc. presented the Staff Report.

Village Attorney Robert L. Switkes swore in those individuals who indicated that they would testify. He advised on the process for the quasi judicial proceedings pursuant to Chapter 29 of the Village Code.

Commissioner Andreana Jackson disclosed ex parte communication with the applicant.

Counsel for the applicant, Edward Martos, Weiss Serotat Helfman Cole & Bierman, 2525 Ponce de Leon Blvd., Suite 700, Coral Gables, FL 33134, objected to Mr. Norris' written request to postpone the hearing for 1700 South Treasure Drive dock construction, due to his medical reason.

Marine Consultant James MacKenzie addressed the Commission.

Mr. Martos agreed to the conditions of approval outlined by the Village Planner as set forth below, in addition to the installation of solar lights on the dock.

1. Installation of solar powered lights at end of the 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.

Dr. Paul Norris, 1690 South Treasure Drive, submitted pictures of the proposed dock to the Commission (Exhibits 1-8).

Kenneth Stowe, of Miami View Drive, addressed the Commission.

Mr. Martos submitted...(Exhibit 11).

The Mayor closed the Public Hearing.

Vice Mayor Eddie Lim moved to approve the request for the construction of the dock at 1700 South Treasure Drive with the conditions outlined herein; and Commissioner Andreana Jackson seconded the motion.

Mr. Martos entered a copy of the boatlift into the record (Exhibit 12). He will provide a copy of the photo to the Village Clerk for the records.

Mr. LaRue read the conditions of approval, as set forth above, into the record.

The motion failed by a vote of 2-3 in favor of approval. The votes were as follows: Commissioner Andreana Jackson and Vice Mayor Eddie Lim voting Yes. Mayor Connie Leon Kreps, Commissioner Dr. Douglas N. Hornsby, and Commissioner Jose Alvarez all voted No.

- B. 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 B63, 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)**

- C. 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 B90, 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 B92, 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 C106, 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 Items 2B, 2C, 2D, and 2E into the record, which were heard simultaneously.

The Village Planner Jim LaRue, of LaRue Planning & Management Services, Inc., presented the Staff Report recommending approval to install boatlifts at the marina at 7601 E. Treasure Drive in Slips B63, B90, B92, and C106, 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 charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Commissioner Andreana Jackson moved to approve the requests (Items 2B/2C/2D/2E) with the conditions set forth above, and Commissioner Dr. Douglas N. Hornsby seconded the motion.

Justina Nanes, of Ocean Consulting, Inc. 340 Minorca Avenue, Suite 7, Coral Gables, FL 33134, accepted the conditions of approval, on behalf of the applicant.

The motion 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 Alvarez, and Commissioner Andreana Jackson all voting Yes.

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY P&O GLOBAL TECHNOLOGIES, INC. CONCERNING PROPERTY LOCATED AT 7914, 7916, AND 7918 WEST DRIVE FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.042(E) OF THE NORTH BAY VILLAGE LAND DEVELOPMENT CODE TO ALLOW 29 OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; 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.

Commissioner Jose Alvarez, Commissioner Dr. Douglas N. Hornsby, and Commissioner Andreana Jackson disclosed ex parte communication with the architect for the project.

The Village Planner Jim LaRue, of LaRue Planning & Management Services, Inc. presented the Staff Report recommending approval of the Special Use Exception request.

Mr. LaRue noted that the request was approved by the Planning & Zoning Board by a 5-0 vote.

Counsel for the applicant Graham Penn addressed the Commission.

The Mayor opened the Public Hearing. There being no speakers, she closed the Public Hearing.

Commissioner Dr. Douglas N. Hornsby moved to approve the request for the Special Use Exception. 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 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 P&O GLOBAL TECHNOLOGIES, INC. FOR A VARIANCE PURSUANT TO SECTION 152.0971 OF THE NORTH BAY VILLAGE LAND DEVELOPMENT CODE TO ALLOW THE CONSTRUCTION OF A PORTE COCHERE AND REDUCE THE REQUIRED FRONT YARD SETBACK TO FIVE FEET, WHERE TWENTY-FIVE FEET IS REQUIRED; 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 FANK 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 of the Variance with the following conditions:

1. Pursuant to the Site Plan approval, the Applicant shall obtain a building permit for all requests approved herein within two years of the date of the Site Plan approval. If a building permit is not obtained or an extension granted within the prescribed time limit then this approval shall become null and void.

2. Pursuant to Section 7.5 of the Unified Land Development Village Code, the Variance shall lapse after two years of Commission approval if no substantial construction takes place.

Mr. LaRue noted that the request was approved by the Planning & Zoning Board by a 5-0 vote.

Graham Penn, Counsel for the applicant, Bercow Radell Fernandez & Larkin, 200 S. Biscayne Boulevard, Suite 850, Miami, FL 33131, addressed the Commission.

Juan Azalea, Architect for the Project, addressed the Commission.

The Mayor opened the Public Hearing. There being no speakers, she closed the Public Hearing.

Vice Mayor Eddie Lim moved to approve the request for the Variance with the conditions outlined by the Village Planner. Commissioner Andreana Jackson seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jose Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, and Vice Mayor Eddie Lim all voting Yes.

H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A REQUEST BY P&O GLOBAL TECHNOLOGIES, INC. FOR SITE PLAN APPROVAL PURSUANT TO SECTION 5.4(C) OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE FOR DEVELOPMENT OF A 54-UNIT, 240 FEET IN HEIGHT, MULTIPLE-FAMILY RESIDENTIAL STRUCTURE AT 7914, 7916, AND 7918 WEST DRIVE, HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA; PROVIDING FOR 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.

The Village Planner, Jim LaRue, of LaRue Planning & Management Services, Inc. presented the Staff Report recommending approval of the Site Plan with the following conditions:

- 1) Submittal of an irrigation plan which meets Miami-Dade Chapter 18A requirements.

- 2) Submittal of a landscape plan which meets Miami-Dade Chapter 18A requirements
- 3) The public access easement and baywalk easement must be dedicated and recorded. Applicant shall agree, in writing, that the baywalk shall be open to the public daily, during hours to be determined by the Village; and baywalk lighting shall remain on while boardwalk is open to the public.
- 4) Site plan approval from Miami-Dade Shoreline Review Committee.
- 5) Meeting School Board Concurrency requirements as determined by School Board Staff.
- 6) Payment of any applicable impact fees.
- 7) Payment of bonus density fees, as required under Section 8.10(D)(6).
- 8) Payment of bonus height fees, as required under Section 8.10(D)(5).
- 9) Prior to the issuance of a building permit for the project, the Applicant shall provide a contribution of \$50,000 to the Village as the project's pro-rata share of the cost of area right-of-way improvements.
- 10) Tie-in to Village's wastewater system at a Village designed location (proposed connection point) and payment of pro-rata costs involved in tying into appropriate connection point.
- 11) Cost recovery charges must be paid pursuant to Section 5.12. 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.
- 12) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
- 13) Approval of this site plan 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 result in a violation of federal or state law.

14) All applicable state and federal permits must be obtained before commencement of construction.

15) Each dwelling unit must be assigned at least two parking spaces. Parking spaces may not be sold or leased to non-residents. Owners may not sell parking spaces except in conjunction with the sale of a dwelling unit.

16) Applicant shall not lease or sell parking spaces.

17) Applicant shall not charge for guest parking.

18) Staging of construction materials shall occur off-site, and not on the public right-of-way.

19) Residents and guests of this development shall not utilize street parking and may only use the required parking within the building.

Mr. LaRue noted that the request was approved by the Planning & Zoning Board by a 5-0 vote.

Graham Penn, Counsel for the applicant, Bercow Radell Fernandez & Larkin, 200 S. Biscayne Boulevard, Suite 850, Miami, FL 33131, addressed the Commission

Juan Azalea, Architect for the Project, addressed the Commission.

The Mayor opened the Public Hearing. There being no speakers, she closed the Public Hearing.

Vice Mayor Eddie Lim moved to approve the Site Plan with the conditions outlined by the Village Planner, as set forth above. Commissioner Andreana Jackson seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jose Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, and Vice Mayor Eddie Lim all voting Yes.

- I. 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)**

The Village Clerk read the Ordinance by title.

The Village Planner, Jim LaRue, of LaRue Planning & Management Services, Inc. presented the Staff Report recommending approval of the Site Plan with the following conditions:

The Village Planner, Jim LaRue and the Village Manager Frank K. Rollason explained the origin and purpose of the ordinance.

The Mayor opened the Public Hearing. There being no speakers, she closed the Public Hearing.

Commissioner Andreana Jackson moved to adopt the ordinance on second reading. Commissioner Jose Alvarez seconded the motion, which carried 5-0 on a roll call vote. The vote was as follows: Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, and Commissioner Andreana Jackson all voting Yes.

At this time Edward Martos, counsel for the applicant at 1700 South Treasure Drive, requested that the Commission make a motion to disapprove the request for construction of the dock.

Commissioner Andreana Jackson moved to deny the request, and there was no second to the motion.

3. ADJOURNMENT

There being no other business to come before the Commission, the meeting adjourned at 11:27 p.m.

Adopted by North Bay Village on
this ____ day of December 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, OCTOBER 10, 2017
7:30 P.M.

1. CALL TO ORDER

Mayor Connie Leon-Kreps called the meeting to order at 8:00 p.m.

PLEDGE OF ALLEGIANCE

Resident Dr. Joshua Furman led the Pledge of Allegiance.

ROLL CALL

Vice Mayor Eddie Lim
Commissioner Jose R. Alvarez
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
Acting Police Chief Carlos Noriega
Public Works Director Ray Rammo
Village Attorney Robert L. Switkes
Village Clerk Yvonne P. Hamilton

2. A. **PROCLAMATIONS AND AWARDS**

1. **65th Anniversary of North Bay Village Recognition by the International City/County Management Association (ICMA)**

Item 2A(1) was deferred to the next meeting.

2. **Star Award – Dr. Joshua Furman**

Dr. Joshua Furman was presented with the North Bay Village Star Award.

B. **SPECIAL PRESENTATIONS**

1. **Jenny Patrizia
Mini Health Fair/Chen Senior Medical
(Introduced by Vice Mayor Eddie Lim)**

Item 2B(1) was deferred to the next meeting.

2. **Anamarie Garces/Urban Health Partnerships, Inc.
Countywide Complete Streets Collaboration
Julian Guevara, Miami-Dade County, Municipal Coordinator
(Introduced by Mayor Connie Leon Kreps)**

Anamarie Garces, Urban Health Solutions, LLC, Urban Health Partnerships, Inc. made a presentation to the Commission regarding the Complete Streets Program.

C. **ADDITIONS AND DELETIONS**

Mayor Connie Leon Kreps requested to remove Items 9A and 9B from the Consent Agenda.

3. **GOOD & WELFARE**

Alvin Blake, of 7601 Coquina Drive, Kevin Vericker, of 7520 Hispanola Avenue, Dr. Richard Chervony, of 7601 Center Bay Drive, Marvin Wilmoth, of 7910 Harbor Island Drive, Timothy Dennis, of 7910 Harbor Island Drive, Fane Lozman, 1415 Kennedy Causeway, Doris O'Hare, 1790 South Treasure Drive, and Mary Kramer, of 7610 Coquina Drive, addressed the Commission.

4. **GRANT WRITER'S REPORT**

The Village Grant Writer Lakeesha Morris discussed Village grants.

5. **ADVISORY BOARD REPORTS**

A. **ANIMAL CONTROL ADVISORY BOARD**

The Chair Cecilia Veloz reported on the October 9, 2017 Board Meeting. She requested that Item 10F be removed from the agenda.

B. **BUSINESS DEVELOPMENT ADVISORY BOARD**

A report was not provided.

C. **CITIZENS BUDGET & OVERSIGHT BOARD**

A report was not provided.

D. **COMMUNITY ENHANCEMENT BOARD**

A report was not provided.

E. **PLANNING & ZONING BOARD**

A report was not provided.

6. **VILLAGE COMMISSION'S REPORT**

Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, and Commissioner Dr. Douglas N. Hornsby all provided verbal reports.

7. **VILLAGE ATTORNEY'S REPORT**

The Village Attorney Robert L. Switkes gave a verbal report.

Mr. Switkes requested to sponsor the Resolution titled below, and address on an emergency basis in order to present it for hearing during the next session.

Commissioner Dr. Douglas N. Hornsby moved to adopt the Resolution, and Commissioner Andreana Jackson seconded the motion.

The Village Clerk read the Resolution by title.

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, IN OPPOSITION TO UNITED STATES ATTORNEY GENERAL JEFF SESSIONS' BROAD RELIGIOUS GUIDANCE MANDATE ISSUED, REFERRED TO AS THE RELIGIOUS FREEDOM RESTORATION.

The Mayor opened the floor for 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: Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, Commissioner Andreana Jackson, and Commissioner Dr. Douglas N. Hornsby all voting Yes.

Mayor Connie Leon Kreps inquired about the RFP for the Village lobbyists. The Village Manager responded that the lobbyists are working on a month to month basis, and the RFP will be put out after the legislative session.

Vice Mayor Eddie Lim stated for the record that he declined to have lunch with Lobbyist Fausto Gomez.

8. VILLAGE MANAGER'S REPORTS

The Village Manager Frank K. Rollason suggested a date for the Public Information Officer (PIO) Workshop.

Mayor Connie Leon Kreps moved to hold the Public Information Officer Workshop on November 8, 2017 at 7:30 p.m.; and Commissioner Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments.

Fane Lozman, of 1415 Kennedy Causeway, addressed the Commission.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Jose Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, and Mayor Connie Leon Kreps all voting Yes.

Mr. Rollason requested that the Village Commission authorize expenditure of an additional \$500,000 for a total of \$750,000 for hurricane expenditures.

Commissioner Andreana Jackson moved to approve \$500,000 for hurricane expenditures, and Commissioner Dr. Douglas N. Hornsby 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 Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, and Commissioner Andreana Jackson all voting Yes.

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.)

Mayor Connie Leon Kreps removed both items from the Consent Agenda to be discussed as general items.

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 17-08) TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO CONVERT EXISTING CAD FILES AND AS-BUILT DATA FOR THE VILLAGE'S SANITARY SEWER COLLECTION SYSTEM TO GIS FORMAT FOR COORDINATION AND SUBMITTAL TO THE MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

Village Manager Frank K. Rollason, Finance Director Bert Wrains, and Acting Public Works Director Ray Rammo discussed the item.

Commissioner Andreana Jackson moved to approve the Resolution, 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 Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, and Commissioner Andreana Jackson all voting Yes.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING AN AGREEMENT WITH DIBRI, INC. FOR COMPUTER NETWORK SUPPORT SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; DIRECTING VILLAGE OFFICIALS TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIM OF THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

The Village Manager presented the item to the Commission.

Commissioner Andreana Jackson moved to approve the Resolution, and Commissioner Dr. Douglas N. Hornsby seconded the motion.

The Mayor opened the floor to public comments.

Raul Toro, of 7536 Hispanola Avenue, addressed the Commission.

The Mayor closed the floor to public comments.

The motion was adopted by a 4-1 roll call vote. The vote was as follows: Commissioner Dr. Douglas N. Hornsby, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, and Commissioner Andreana Jackson all voting Yes. Mayor Connie Leon Kreps voted No.

10. ORDINANCES FOR FIRST READING AND RESOLUTIONS

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

The Village Clerk read the Ordinance by title.

Commissioner Andreana Jackson made a brief presentation on the item.

Commissioner Andreana Jackson moved to approve the Ordinance on first reading, 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 Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, and Commissioner Andreana Jackson all voting Yes.

- B. 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)**

Item 10B was deferred to the next Commission Meeting.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 23-29, 2017, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Village Clerk read the Resolution by title.

Commissioner Dr. Douglas N. Hornsby moved to approve the Resolution, and Commissioner Jose 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: Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, Commissioner Andreana Jackson, and Commissioner Dr. Douglas N. Hornsby all voting Yes.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING PARTICIPATION IN THE MIAMI BEACH CHAMBER OF COMMERCE ACTIVITIES AS OUTLINED IN THE “NORTH BAY VILLAGE BUSINESS COMMUNITY DEVELOPMENT AND PROMOTION PROGRAM”; APPROPRIATING BUSINESS DEVELOPMENT FUNDING; DESIGNATING A LIAISON TO THE BUSINESS DEVELOPMENT ADVISORY BOARD; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR EDDIE LIM)**

The Village Clerk read the Resolution by title.

Vice Mayor Eddie Lim made a brief presentation on the item.

Vice Mayor Eddie Lim moved to approve the Resolution with a budget of \$5,000, and Mayor Connie Leon Kreps seconded the motion.

The Mayor opened the floor to public comments.

Robert Alvarez, of 7529 Buccaneer Avenue, addressed the Commission.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jose Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, and Vice Mayor Eddie Lim all voting Yes.

Mayor Connie Leon Kreps moved to approved the Business Development Advisory Board members attendance at Miami Beach Chamber of Commerce activities; and Commissioner Jose 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: Vice Mayor Eddie Lim, Commissioner Jose Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, and Mayor Connie Leon Kreps all voting Yes.

E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE INVITATION FROM THE CITIZENS BUDGET & OVERSIGHT BOARD TO ATTEND ITS WORKSHOP CALLED FOR THE PURPOSE OF DISCUSSING THE VILLAGE'S LONG TERM CAPITAL COMMITMENTS AND DEVELOPMENT PRIORITIES; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON KREPS)

The Village Clerk read the Resolution by title.

Mayor Connie Leon Kreps moved to approve the Resolution; and Commissioner Jose 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: Vice Mayor Eddie Lim, Commissioner Jose Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, and Mayor Connie Leon Kreps all voting Yes.

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE REQUEST OF THE ANIMAL CONTROL ADVISORY BOARD TO CONDUCT A CAMPAIGN TO MICROCHIP DOGS IN THE VILLAGE; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON KREPS)**

The Mayor withdrew the item from the agenda.

- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ADOPTING THE MIAMI-DADE COUNTY COMPLETE STREETS DESIGN GUIDELINES AND DIRECTING NORTH BAY VILLAGE'S DESIGNEE TO INCORPORATE THE COMPLETE STREETS DESIGN GUIDELINES INTO THE EVERYDAY OPERATIONS OF DEPARTMENTS RESPONSIBLE FOR TRANSPORTATION, PUBLIC WORKS, PLANNING, DESIGN, CONSTRUCTION, OPERATIONS AND MAINTENANCE OF LOCAL ROADS; SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON KREPS)**

The Village Clerk read the Resolution by title.

Commissioner Dr. Douglas N. Hornsby moved to defer the item and assign the matter to the Village Planner to evaluate the program and make a recommendation to the Commission in January 2018

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: Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, Commissioner Andreana Jackson, and Commissioner Dr. Douglas N. Hornsby all voting Yes.

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.

There were no Public Hearing Items or Ordinances for Second Reading.

12. UNFINISHED BUSINESS

There was no Unfinished Business.

13. NEW BUSINESS

A. 2018 ADVISORY CHARTER REVIEW BOARD (*MAYOR CONNIE LEON-KREPS*)

Village Attorney Robert Switkes informed the Commission that an Advisory Charter Review Board is to be formed to revise the Charter in 2018.

Commissioner Dr. Douglas N. Hornsby moved to create an Advisory Charter Review Board; 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 5-0 roll call vote. The vote was as follows: Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, Commissioner Andreana Jackson, and Commissioner Dr. Douglas N. Hornsby all voting Yes.

B. CITIZENS CRIME WATCH 42ND ANNUAL AWARDS CEREMONY

Item 13B was deferred to the November Commission Meeting.

C. DONATION OF TWO (2) RETIRED POLICE CARS TO THE VILLAGE OF EL PORTAL (*Commissioner Jose Alvarez*)

Commissioner Jose Alvarez made a brief presentation on the item.

Mayor Connie Leon Kreps moved to give two retired police cars to the Village of El Portal; 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 5-0 roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Jose Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, and Mayor Connie Leon Kreps all voting Yes.

D. Vice Mayor Eddie Lim announced an Optimist Pot Luck event on November 15th at 10:30 a.m., and the Staff Appreciation Dinner event on October 16th at Dr. Paul Vogel Park at Noon.

14. APPROVAL OF MINUTES – COMMISSION MEETINGS

- A. REGULAR COMMISSION MEETING – JULY 11, 2017**
- B. BUDGET WORKSHOP – JUNE 20, 2017**

Mayor Connie Leon Kreps moved to approve the Minutes as submitted; and Commissioner Andreana Jackson seconded the motion. The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Jose Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, and Mayor Connie Leon Kreps all voting Yes.

15. ADJOURNMENT

The meeting adjourned at 10:40 p.m.

Adopted by North Bay Village on

this ____ day of December 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

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OFFICIAL MINUTES SPECIAL VILLAGE COMMISSION MEETING

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

THURSDAY, OCTOBER 5, 2017
6:30 P.M.

1. CALL TO ORDER

Mayor Connie Leon Kreps called the meeting to order at 6:35 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 N. Hornsby
Commissioner Andreana Jackson

2. NEW BUSINESS

A. DISCUSSION REGARDING OPTIONS FOR REMOVAL OF DEBRIS FROM AFFECTED PROPERTIES IN NORTH BAY VILLAGE. (HURRICANE WILMA)

The Village Manager Frank K. Rollason informed the Commission of the Memorandum of Understanding between the County, FEMA, and the Village to pick up Hurricane debris from normal services areas in the Village. Condominiums were classified as commercial and were not eligible for pickup, therefore, the County did not pick up the debris from Harbor Island and Treasure Island.

The Mayor opened the floor to public comments.

Kenneth Stowe, of Miami View Drive, addressed the Commission.

Commissioner Andreana Jackson moved for the Village to use the most cost effective method to have the Hurricane Irma debris removed from both Harbor Island and Treasure Island; and for the Village Manager to seek reimbursement from FEMA. Commissioner Dr. Douglas N. Hornsby seconded the motion.

The Mayor opened the floor to public comments.

Kenneth Stowe, of Miami View Drive, addressed the Commission.

The Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, and Commissioner Andreana Jackson all voting Yes.

ADJOURNMENT

The meeting adjourned at 7:50 p.m.

Adopted by North Bay Village on

this _____ of December 2017.

Connie Leon-Kreps, Mayor

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OFFICIAL MINUTES

FINAL BUDGET PUBLIC HEARING

TUESDAY, SEPTEMBER 26, 2017

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

7:00 P.M.

1. CALL TO ORDER

The meeting was called to order at 7:07 P.M. by Mayor Connie Leon Kreps.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

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

Commissioner Jose R. Alvarez was absent.

ALSO PRESENT:

Village Manager Frank K. Rollason
Deputy Village Manager/HR Director Jenice Rosado
Finance Director Bert Wrains
Police Carlos Noriega
Village Attorney Robert L. Switkes
Village Clerk Yvonne P. Hamilton

2. PUBLIC HEARING ON THE FINAL MILLAGE AND FINAL ANNUAL BUDGET FOR FISCAL YEAR 2017-2018.

The Village Commission held the final budget hearing pursuant to state law at 7:00 p.m.

Village Attorney Robert L. Switkes explained the process for the Budget Public Hearing.

Mayor Connie Leon Kreps moved to review the budget item by item. Commissioner Dr. Douglas N. Hornsby seconded the motion, which carried 4-0 on a roll call vote.

The Mayor opened the Public Hearing.

Mario Garcia, of 7540 Cutlass Avenue, Robert Gladwell, of 7611 Center Bay Drive, Alvin Blake, of 7601 Coquina Drive, Gudrin Volker, of 7517 Cutlass Avenue, Silvia Pardo, of 7540 Mutiny Avenue, Johnny Walker, of 1900 South Treasure Drive, Reinaldo Trujillo, 7601 E. Treasure Drive property owner, Stuart Rohatner, of 7901 Hispanola Avenue, Cecilia Veloz, of 7504 Bounty Avenue, Robert Alvarez, of 7549 Buccaneer Avenue, Gersin Sepin, of 7700 Coquina Drive, Laura Cattabriga, of 7430 Center Bay Drive, Kevin Vericker, of 7520 Hispanola Avenue, Kokoa Woodget, of Harbor Island, Derek Cohen, of 7901 Hispanola Avenue, Isaac Acevdo, of Harbor Island, Pierre Vial, of 7601 E. Treasure Drive, Ann Bakst, of 1865 Kennedy Causeway, and Raul Toro, 7536 Hispanola Avenue,

Commissioner Andreana Jackson moved to appropriate \$1,000.00 in the FY 2018 Budget for the Optimist Club, and Mayor Connie Leon Kreps seconded the motion. The motion failed with a vote of two in favor of and two against. The vote was as follows: Commissioner Andreana Jackson and Mayor Connie Leon Kreps voted Yes. Commissioner Dr. Douglas N. Hornsby and Vice Mayor Eddie Lim voted No. Commissioner Jose Alvarez was absent.

Commissioner Dr. Douglas N. Hornsby moved to appropriate \$2,500 in the FY 2018 Budget for the Optimist Club, and Vice Mayor Eddie Lim seconded the motion. The motion failed with a vote of two in favor and two against. The vote was as follows: Commissioner Andreana Jackson and Mayor Connie Leon Kreps voted No, and Vice Mayor Eddie Lim and Dr. Douglas N. Hornsby voted Yes. Commissioner Jose Alvarez was absent.

Mayor Connie Leon Kreps moved to appropriate \$1,500.00 in the FY 2018 Budget for the Optimist Club. Commissioner Dr. Douglas N. Hornsby seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, and Mayor Connie Leon Kreps all voting Yes. Commissioner Jose Alvarez was absent.

Commissioner Andreana Jackson moved to approve \$5,000.00 in the FY 2018 Budget for business development. Commissioner Dr. Douglas N. Hornsby seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, and Commissioner Andreana Jackson all voting Yes. Commissioner Jose Alvarez was absent.

Vice Mayor Eddie Lim moved to hire a full-time Receptionist. There was no second to the motion.

Commissioner Andreana Jackson moved to remove the Full-Time Receptionist position from the FY 2018 Budget. Commissioner Dr. Douglas N. Hornsby seconded the motion, which was adopted by a 3-1 roll call vote. The vote was as follows; Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, and Commissioner Andreana Jackson all voting Yes. Vice Mayor Eddie Lim voted No. Commissioner Jose Alvarez was absent.

The Village Manager, the Finance Director, and the Commission had extensive discussion on the budget.

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR NORTH BAY VILLAGE FOR FISCAL YEAR 2017-2018; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

Vice Mayor Eddie Lim moved to approve a millage rate of 5.65 mills and to place the additional funds generated from the reduced millage into the Reserve Fund. Commissioner Andreana Jackson seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, and Vice Mayor Eddie Lim all voting Yes. Commissioner Jose Alvarez was absent.

Commissioner Andreana Jackson moved to adopt the Voted Debt Service Millage Rate of .6198. Commissioner Dr. Douglas N. Hornsby seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, and Commissioner Andreana Jackson all voting Yes.

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, OF MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE FINAL ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

Commissioner Andreana Jackson moved to adopt the Final Annual Budget for FY 2018. Commissioner Dr. Douglas N. Hornsby seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, and Commissioner Andreana Jackson all voting Yes.

4. ADJOURNMENT

There being no other business to come before the Commission, the meeting adjourned at 10:42 p.m.

Adopted by North Bay Village on

this ____ day of December 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, SEPTEMBER 19, 2017
7:30 P.M.

1. CALL TO ORDER

The meeting was called to order at 8:15 p.m. by Mayor Connie Leon Kreps.

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 N. Hornsby
Commissioner Andreana Jackson

ALSO PRESENT:

Village Manager Frank K. Rollason
Deputy Village Manager/HR Director Jenice Rosado
Finance Director Bert Wrains
Police Carlos Noriega
Village Attorney Robert L. Switkes
Village Clerk Yvonne P. Hamilton

2. A. PROCLAMATIONS AND AWARDS

There were no Proclamations or Awards.

B. SPECIAL PRESENTATIONS

**1. Jenny Patrizia
Mini Health Fair/Chen Senior Medical
(Vice Mayor Eddie Lim)**

Item 2B(1) was deferred to the next Commission Meeting.

C. ADDITIONS AND DELETIONS

Commissioner Andreana Jackson requested to hear Item 13 after the Consent Agenda.

Commissioner Dr. Douglas N. Hornsby moved to defer Items 9A, 10A, 10B, 10C, 10E, 10F, 10I, 10L, 10N, 11A, 11B, 11C, 11E to the next meeting, and Commissioner Andreana Jackson seconded the motion.

The Mayor opened the floor to public comments.

Laura Cattabriga, of 7430 Center Bay Drive, requested that Items 10E and 10F be heard.

Allen Markelson, of 8000 East Drive, Fane Lozman, of 1415 Kennedy Causeway, and Kokoa Woodget, of 7925 West Drive, addressed the Commission.

The Mayor closed the floor to public comments.

The motion to defer the items referenced above failed by a vote of 3-2 against. The vote was as follows: Commissioner Jose Alvarez, Vice Mayor Eddie Lim, and Mayor Connie Leon Kreps voted No. Commissioner Andreana Jackson and Commissioner Dr. Douglas N. Hornsby voting Yes.

Commissioner Andreana Jackson moved to end the meeting at 12:00 midnight. There was no second to the motion.

Commissioner Dr. Douglas N. Hornsby moved to add back Item 10E to the agenda. Commissioner Jose Alvarez seconded the motion, and all voted in favor.

Mayor Connie Leon Kreps moved to take Items 9A and 9B from the Consent Agenda. Commissioner Jose Alvarez seconded the motion, which carried 4-1. The vote was as follows: Commissioner Jose Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, and Mayor Connie Leon Kreps all voting Yes. Vice Mayor Eddie Lim voted No.

3. GOOD & WELFARE

Allen Markelson, of 8000 East Drive, Mario Garcia, of 7904 West Drive, Gudrin Volker, of 7517 Cutlass Avenue, Jasmine Johnson, of 1801 South Treasure Drive, Fane Lozman, 1415 79th Street Causeway, and Laura Cattabriga, 7430 Center Bay Drive addressed the Commission.

4. GRANT WRITER'S REPORT

The Village Grant Writer LaKeesha Morris, MSW, GPC, President and CEO, BellTower Consulting Group discussed the written report included in the agenda package.

5. ADVISORY BOARD REPORTS

A. ANIMAL CONTROL ADVISORY BOARD

A report was not provided.

B. BUSINESS DEVELOPMENT ADVISORY BOARD

The Vice Chair Laura Cattabriga reported on the August 18, 2017 Board Meeting.

C. CITIZENS BUDGET & OVERSIGHT BOARD

The Chair Laura Cattabriga reported on the August 22, 2017 Board Meeting.

D. COMMUNITY ENHANCEMENT BOARD

A report was not provided.

E. PLANNING & ZONING BOARD

A report was not provided.

6. VILLAGE COMMISSION'S REPORT

Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, Commissioner Andreana Jackson, Commissioner Jose Alvarez, and Commissioner Dr. Douglas N. Hornsby all provided verbal reports.

7. VILLAGE ATTORNEY'S REPORT

The Village Attorney provided a verbal report.

8. **VILLAGE MANAGER'S REPORTS**

Village Manager Frank Rollason informed the Commission that he will schedule a second Regular Commission Meeting on October 24th to address Planning & Zoning Items for hearing before the Commission. He also announced a meeting with the administration on October 28th.

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.)

C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDING RFP NO. 2017-007 FOR FINANCIAL ADVISOR SERVICES TO PFM FINANCIAL ADVISORS LLC; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP DOCUMENTS; AUTHORIZING THE TRANSFER OF \$15,000 FROM THE UNRESERVED FUND BALANCE FOR THIS EXPENDITURE; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR JOINT PARTICIPATION IN THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES); AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS NOT TO EXCEED \$10,866 FOR THE MONITORING COST; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE LEASE OF A DOUBLE CAB TRUCK FROM ENTERPRISE FLEET MANAGEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARING RFP NO. 2017-008 FOR A PORTABLE LICENSE PLATE READER FOR THE POLICE DEPARTMENT TO ATCI COMMUNICATIONS, INC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT TO PROCURE THE HARDWARE, SOFTWARE, AND ANCILLARY SERVICES SPECIFIED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

Vice Mayor Eddie Lim moved to approve the Consent Agenda items 9C through 9F. Commissioner Andreana Jackson seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jose Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, and Vice Mayor Eddie Lim all voting Yes.

13A. APPOINTMENT OF MEMBER TO THE BUSINESS DEVELOPMENT ADVISORY BOARD

Applicants Ross Paskow and Timothy Dennis addressed the Commission on their qualifications for membership to the Board. The Commission voted by ballot; and the Village Clerk read the results as follows: Vice Mayor Eddie Lim, Commissioner Jose Alvarez, and Commissioner Dr. Douglas N. Hornsby voted for Mr. Dennis. Mayor Connie Leon Kreps and Commissioner Andreana Jackson voted for Mr. Paskow.

Vice Mayor Eddie Lim moved to appoint Timothy Dennis to the Business Development Advisory Board; and Commissioner Dr. Douglas N. Hornsby 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 Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Commissioner Jose Alvarez, and Vice Mayor Eddie Lim all voting Yes.

The following items were removed from the consent agenda to be addressed as general items.

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA SUPPORTING THE PROHIBITION ON USE OF SINGLE-USE CARRY OUT PLASTIC BAGS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR EDDIE LIM)

The Village Clerk read the Resolution by title.

Commissioner Andreana Jackson moved to approve the Resolution, and Commissioner Dr. Douglas N. Hornsby seconded the motion.

The Mayor opened the floor to public comments.

Fane Lozman, of 1415 Kennedy Causeway, addressed the Commission.

The Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, and Commissioner Andreana Jackson all voting Yes.

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN NORTH BAY VILLAGE AND THE FLORIDA STATE LODGE 81, FRATERNAL ORDER OF POLICE (FOP) FOR CIVILIAN PERSONNEL RETROACTIVE FROM OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2019; AUTHORIZING THE TRANSFER OF \$39,077 FROM THE UNRESERVED FUND BALANCE TO PAY THE COST OF IMPLEMENTING THE FIRST YEAR OF THE CONTRACT; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLSON)

The Village Clerk read the Resolution by title.

Commissioner Andreana Jackson moved to approve the Resolution, and Commissioner Jose 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 Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, and Commissioner Andreana Jackson all voting Yes.

10. ORDINANCES FOR FIRST READING AND RESOLUTIONS

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

The Village Clerk read the Ordinance by title.

The Village Attorney made a brief presentation on the item.

Commissioner Andreana Jackson moved to approve the Resolution, and Commissioner Jose 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 Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, and Commissioner Andreana Jackson all voting Yes.

**13E. LIMEBIKE PROGRAM
(Mayor Connie Leon-Kreps)**

Harvey E. Younes, Operational Leads, with Neutron Holdings, Inc., d/b/a LimeBike, made a presentation to the Commission on the LimeBike Program.

Commissioner Dr. Douglas N. Hornsby moved to direct the Village Manager to conduct a 90-day LimeBike Program; and Commissioner Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

Gudrin Volker, of 7517 Cutlass Avenue and Fane Lozman, of 1415 Kennedy Causeway, addressed the Commission.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: The vote was as follows: Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, Commissioner Andreana Jackson, and Commissioner Dr. Douglas N. Hornsby all voting Yes.

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

The Village Clerk read the Ordinance by title.

Vice Mayor Eddie Lim and Code Enforcement Officer Maurice Murray made a brief presentation on the item.

Commissioner Andreana Jackson moved to approve the Resolution, and Commissioner Jose 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 Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, and Commissioner Andreana Jackson all voting Yes.

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

Commissioner Andreana Jackson deferred the item to the next Commission Meeting.

- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH HUMANA FOR DENTAL AND VISION INSURANCE COVERAGE FOR VILLAGE EMPLOYEES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR HEALTH INSURANCE AT A RATE NOT TO EXCEED 26% OF THE CURRENT INSURANCE PREMIUMS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

Commissioner Andreana Jackson moved to approve the Resolution, and Commissioner Dr. Douglas N. Hornsby 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 Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, and Commissioner Andreana Jackson all voting Yes.

I. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE HARBOR ISLAND PARKING PERMIT DECAL COST TO \$75.00 IN THE REGULATIONS FOR RESIDENTAL PARKING PERMIT AREA PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR EDDIE LIM)

The Village Clerk read the Resolution by title.

Commissioner Andreana Jackson moved to approve the Resolution, and Vice Mayor Eddie Lim seconded the motion.

The Mayor opened the floor to public comments.

Mario Garcia, of 7540 Hispanola Avenue and Fane Lozman, of 1415 Kennedy Causeway, addressed the Commission.

The Mayor closed the floor to public comments.

The motion failed by a 3-2 vote. The vote was as follows: Commissioner Jose Alvarez, Commissioner Andreana Jackson, and Mayor Connie Leon Kreps voted No. Vice Mayor Eddie Lim and Commissioner Dr. Douglas N. Hornsby voted Yes.

K. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RESOLVING THE MATTER OF CODE ENFORCEMENT FINES IMPOSED AGAINST ERNESTO G. RODRIGUEZ CONCERNING THE PROPERTY AT 7508 CUTLASS AVENUE, NORTH BAY VILLAGE, FL 33141; 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 Village Clerk read the Resolution by title.

The Village Code Enforcement Officer Maurice Murray made a brief presentation on the item.

The Mayor opened the floor to public comments.

Mario Garcia, of 7540 Hispanola Avenue, addressed the Commission.

The Mayor closed the floor to public comments.

Commissioner Andreana Jackson moved to approve the Resolution, and Commissioner Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments.

Mario Garcia, of 7540 Hispanola Avenue, addressed the Commission.

The Mayor closed the floor to public comments.

Commissioner Andreana Jackson moved to extend the meeting to 12:30 a.m. Vice Mayor Eddie Lim seconded the motion, which carried 5-0 on a roll call vote.

Vice Mayor Eddie Lim moved to waive the \$500 in Case No. CE17-012 and Citation(s) No. 2579; and Commissioner Andreana Jackson seconded the motion. The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jose Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, and Vice Mayor Eddie Lim all voting Yes.

- L. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RESOLVING THE MATTER OF CODE ENFORCEMENT FINES IMPOSED AGAINST ROYAL ISLE APARTMENTS, L.C. CONCERNING THE PROPERTY AT 7905 EAST DRIVE, NORTH BAY VILLAGE, FL 33141; 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 Village Clerk read the Resolution by title.

The Village Code Enforcement Officer Maurice Murray addressed the Commission.

Commissioner Andreana Jackson moved to approve the Resolution, and Commissioner Dr. Douglas N. Hornsby seconded the motion.

The Mayor opened the floor to public comments.

Counsel for the property owner of 7905 East Drive, Reuben E. Dorta, 6011 W. 16th Avenue, Hialeah, FL 33012 and Fane Lozman, of 1415 Kennedy Causeway, addressed the Commission.

The Mayor closed the floor to public comments.

The motion was adopted by a 3-2 roll call vote. The vote was as follows: Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, and Commissioner Andreana Jackson all voting Yes. Vice Mayor Eddie Lim and Commissioner Jose Alvarez voted No.

- M. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RESOLVING THE MATTER OF CODE ENFORCEMENT FINES IMPOSED AGAINST JORGE CAMARAZA AND W. VERONICA OF 1880 SOUTH TREASURE DRIVE, #4C, NORTH BAY VILLAGE, FL 33141; 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 Village Clerk read the Resolution by title.

The Village Attorney Robert L. Switkes made a brief presentation on the item.

Vice Mayor Eddie Lim moved to approve the Resolution, and Commissioner Andreana Jackson seconded the motion.

The Village Code Enforcement Officer Maurice Murray addressed the Commission.

The Mayor opened the floor to public comments.

The property owner, Jorge Camaraza, addressed the Commission.

Fane Lozman, of 1415 Kennedy Causeway, addressed the Commission.

Commissioner Andreana Jackson moved to extend the meeting to 1:00 a.m. Vice Mayor Eddie Lim seconded the motion, which carried 5-0 on a roll call vote.

The motion to adopt the Resolution carried 5-0 on a roll call vote. The vote was as follows: Commissioner Jose Alvarez, Commissioner Andreana Jackson, Commissioner Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, and Vice Mayor Eddie Lim all voting Yes.

- D. 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)**

The Village Clerk read the Ordinance by title.

The Village Manager Frank K. Rollason described the changes to the proposed ordinance.

Commissioner Andreana Jackson moved to approve the ordinance; 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 Dr. Douglas N. Hornsby, Mayor Connie Leon Kreps, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, Commissioner Andreana Jackson all voting Yes.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING PARTICIPATION IN THE MIAMI BEACH CHAMBER OF COMMERCE ACTIVITIES AS OUTLINED IN THE “NORTH BAY VILLAGE BUSINESS COMMUNITY DEVELOPMENT AND PROMOTION PROGRAM”; APPROPRIATING BUSINESS DEVELOPMENT FUNDING; DESIGNATING A LIAISON TO THE BUSINESS DEVELOPMENT ADVISORY BOARD; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR EDDIE LIM)**

Item 10E was deferred to the next Commission Meeting.

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE INVITATION FROM THE CITIZENS BUDGET & OVERSIGHT BOARD TO ATTEND ITS WORKSHOP CALLED FOR THE PURPOSE OF DISCUSSING THE VILLAGE'S LONG TERM CAPITAL COMMITMENTS AND DEVELOPMENT PRIORITIES; AND SETTING AN EFFECTIVE DATE. (RECOMMENDED BY THE CITIZENS BUDGET & OVERSIGHT BOARD)**

Item 10F was deferred to the next Commission Meeting.

- H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING RENEWAL PRICING FOR PUBLISHING THE VILLAGE'S PUBLIC NOTICES IN THE *MIAMI HERALD NEIGHBORS* SECTION; 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)**

Item 10H was deferred to the next Commission Meeting.

- J. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING AN AGREEMENT WITH DIBRI, INC. FOR COMPUTER NETWORK SUPPORT SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; DIRECTING VILLAGE OFFICIALS TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIM OF THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

Item 10J was deferred to the next Commission Meeting.

- N. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE REQUEST OF THE ANIMAL CONTROL ADVISORY BOARD TO CONDUCT A CAMPAIGN TO MICROCHIP DOGS IN THE VILLAGE; AND SETTING AN EFFECTIVE DATE. (RECOMMENDED BY ANIMAL CONTROL ADVISORY BOARD)**

Item 10N was deferred to the next Commission Meeting.

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)**

Item 11A was deferred to the next Commission Meeting.

- B. 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 B92, 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)**

Item 11B was deferred to the next Commission Meeting.

- C. 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 C106, 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)**

Item 11C was deferred to the next Commission Meeting.

- 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. *(INTRODUCED BY VILLAGE MANAGER FRANK ROLLASON)***

The Village Clerk read the Ordinance by title.

Vice Mayor Eddie Lim moved to extend the meeting to 1:00 a.m.; and Commissioner Andreana Jackson seconded the motion.

The Village Manager Frank K. Rollason and made a brief presentation on the item, explaining the latest changes to prohibit marijuana dispensaries in the Village, pursuant to State regulations and removal of the provision requiring 99 units per acre for hotel construction.

The Mayor opened the Public Hearing.

Graham Penn, of Bercow Radell Fernandez & Larkin, 200 S. Biscayne Boulevard, Suite 850, Miami, FL 33131, addressed the Commission.

The Mayor closed the Public Hearing.

Commissioner Andreana Jackson moved to adopt the Ordinance on second reading, and 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 Alvarez, and Commissioner Andreana Jackson all voting Yes.

- E. 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)**

Item 11E was deferred to the next Commission Meeting.

12. UNFINISHED BUSINESS

There was no Unfinished Business.

13. NEW BUSINESS

- B. 2018 ADVISORY CHARTER REVIEW BOARD (MAYOR CONNIE LEON-KREPS)**

Item 13B was deferred to the next Commission Meeting.

C. CITIZENS CRIME WATCH 42ND ANNUAL AWARDS CEREMONY

Item 13C was deferred to the next Commission Meeting.

D. DONATION OF TWO (2) RETIRED POLICE CARS TO THE VILLAGE OF EL PORTAL (Commissioner Jose Alvarez)

Item 13D was deferred to the next Commission Meeting.

F. FLORIDA CITY WEEK – OCTOBER 23 – 29, 2017 (Mayor Connie Leon-Kreps)

Item 13F was deferred to the next Commission Meeting.

- G.** Mayor Connie Leon Kreps moved to add a New Item 10G to the agenda. Commissioner Dr. Douglas N. Hornsby seconded the motion, which carried 5-0 on a roll call vote.

The Village Clerk read the Resolution by title.

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXPENDITURE OF \$250,000 FROM THE GENERAL FUND RESERVE ACCOUNT FOR HURRICANE IRMA RELATED EXPENSES; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

The Village Manager Frank K. Rollason made a brief presentation on the item.

Commissioner Andreana Jackson moved to approve the Resolution; and Vice Mayor Eddie Lim seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Dr. Douglas N. Hornsby, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, and Commissioner Andreana Jackson all voting Yes.

14. APPROVAL OF MINUTES – COMMISSION MEETINGS

- A. REGULAR COMMISSION MEETING – JULY 11, 2017**
B. BUDGET WORKSHOP – JUNE 20, 2017

Item 14A and 14B were deferred to the next Commission Meeting.

15. **ADJOURNMENT**

There being no other business to come before the Commission, the meeting adjourned at 12:37 a.m.

Prepared by: Yvonne P. Hamilton
Village Clerk

Adopted by North Bay Village on

this _____ day of _____.

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

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OFFICIAL MINUTES

TENTATIVE BUDGET PUBLIC HEARING

TUESDAY, SEPTEMBER 19, 2017

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

6:00 P.M.

1. CALL TO ORDER

Mayor Connie Leon Kreps called the meeting to order at 6:36 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 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 Clerk Yvonne P. Hamilton

The Village Commission held the Tentative Budget Hearing pursuant to state law at 6:00 p.m.

The Finance Director Bert Wrains read the statutory requirement for budget public hearings, pursuant to Section 200.065, F.S.

The Village Commission held extensive discussions with Village Staff on the tentative budget.

2. PUBLIC HEARING ON THE TENTATIVE MILLAGE AND TENTATIVE ANNUAL BUDGET FOR FISCAL YEAR 2017-2018.

Raul Toro, of 7536 Bounty Avenue, Brian Andrews, and Dr. Richard Chervony, of 7501 Center Bay Drive, addressed the Commission.

3. RESOLUTIONS

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR NORTH BAY VILLAGE FOR FISCAL YEAR 2017-2018; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

Commissioner Andreana Jackson moved to adopt the tentative millage rate of 5.8542. Vice Mayor Eddie Lim seconded the motion, which was adopted by a 4-1 roll call vote. The vote was as follows: Commissioner Dr. Douglas N. Hornsby, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, and Commissioner Andreana Jackson all voting Yes. Mayor Connie Leon Kreps voted No.

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, OF MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE TENTATIVE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

Commissioner Andreana Jackson moved to adopt the Tentative Annual Budget for FY 2018. Vice Mayor Eddie Lim seconded the motion, which failed by a vote of three against and two in favor. The vote was as follows: Commissioner Dr. Douglas N. Hornsby, Commissioner Jose Alvarez, and Mayor Connie Leon Kreps all voted No. Vice Mayor Eddie Lim and Commissioner Andreana voted Yes.

Commissioner Dr. Douglas N. Hornsby moved to reconsider the motion to adopt the Tentative Annual Budget for FY 2018, and Commissioner Andreana Jackson seconded the motion, which carried 4-1 on a roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Jose Alvarez, Commissioner Andreana Jackson, and Commissioner Dr. Douglas N. Hornsby all voting Yes. Mayor Connie Leon Kreps voted No.

Vice Mayor Eddie Lim moved to adopt the Tentative Annual Budget for FY 2018, and Commissioner Andreana Jackson seconded the motion, which carried 4-1 on a roll call vote. The vote was as follows: Vice Mayor Eddie Lim, Commissioner Jose Alvarez, Commissioner Andreana Jackson, and Commissioner Dr. Douglas N. Hornsby all voting Yes. Mayor Connie Leon Kreps voted No.

4. **ADJOURNMENT**

There being no other business to come before the Commission, the meeting adjourned at 8:05 p.m.

Prepared by: Yvonne P. Hamilton
Village Clerk

Adopted by North Bay Village on

this _____ day of December 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.)