



North Bay Village

Administrative Offices

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

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

REVISED
OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
VILLAGE HALL
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141
TUESDAY, APRIL 10, 2018
7:30 P.M.

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

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

1. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

2. A. PROCLAMATIONS AND AWARDS

1. **SERGEANT LESLIE L. HATLEY'S RETIREMENT
OCTOBER 17, 2017**
2. **WATER CONSERVATION MONTH**
3. **MIAMI BEACH SENIOR HIGH SCHOOL NJROTC**
4. **PUBLIC WORKS EMPLOYEES**
5. **YOCELYN GALIANO, VILLAGE MANAGER OF PINECREST**

B. SPECIAL PRESENTATIONS

1. **KEEFE MCCULLOUGH
NBV COMPREHENSIVE ANNUAL FINANCIAL AUDIT – FY 2017**
2. **MS. AILEEN BOUCLÉ'S
STRATEGIC MIAMI AREA RAPID TRANSIT (SMART) PLAN
MIAMI-DADE TRANSPORTATION PLANNING
ORGANIZATION**

C. ADDITIONS AND DELETIONS

3. GOOD & WELFARE

4. VILLAGE COMMISSION'S REPORT

5. GRANT WRITER'S REPORT

6. ADVISORY BOARD REPORTS

A. ADVISORY CHARTER REVIEW BOARD

B. ARTS, CULTURAL & SPECIAL EVENTS BOARD

C. ANIMAL CONTROL ADVISORY BOARD

D. BUSINESS DEVELOPMENT ADVISORY BOARD

E. CITIZENS BUDGET & OVERSIGHT BOARD

F. COMMUNITY ENHANCEMENT BOARD

G. PLANNING & ZONING BOARD

7. VILLAGE ATTORNEY'S REPORT

8. VILLAGE MANAGER'S REPORTS

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

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR THE MANAGER'S DESIGNEE TO SUBMIT A GRANT APPLICATION UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR CONSTRUCTION OF THE NORTH BAY VILLAGE BAYWALK PLAZA-SOUTH SIDE PHASE IIIA; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

The proposed Resolution will authorize an application to FIND for funding up to \$180,000 with a dollar to dollar match by the Village to continue construction of the South Side of the Baywalk Plaza.

1.) **Commission Action**

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

- A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-01) FOR PIRATES ALLEY ROADWAY IMPROVEMENTS DESIGN FOR A LUMP SUM AMOUNT OF \$76,700; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will approve a Work Order by Kimley-Horn & Associates, Inc. for the design on Pirates Alley Right-of-Way between Adventure Avenue and Hispanola Avenue to address the deteriorated condition of this area. Improvements will include drainage upgrades to address ponding, roadway modifications to address deterioration, and signing and marking upgrades

1.) **Commission Action**

- B. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-02) TO ANALYZE THE EXISTING 12” FORCE MAIN, AT A LUMP SUM AMOUNT OF \$23,800; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will allow Kimley-Horn & Associates, Inc. to evaluate the feasibility of rehabilitating the existing 12-inch force main that is currently placed out of service.

1.) **Commission Action**

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-03) FOR WASTEWATER CONTROLS AND SYSTEM ANALYSIS FOR A LUMP SUM AMOUNT OF \$19,800; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will allow Kimley-Horn & Associates, Inc. to evaluate the Village's existing wastewater controls and pumping systems to provide rehabilitation recommendations.

1.) Commission Action

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-05) FOR ADDITIONAL CONSTRUCTION PHASE SERVICES FOR THE WATER MAIN REHABILITATION PROGRAM FOR A LUMP SUM COST OF \$97,800; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will allow Kimley-Horn & Associates, Inc. to continue to provide construction phase services for the Village's Water Main Rehabilitation Program, based on the additional water main deficiencies and rehabilitation work that were identified during the project evaluation phase.

1.) Commission Action

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SALE AND PURCHASE AGREEMENT WITH EQUITY ONE (FLORIDA PORTFOLIO) LLC FOR ACQUISITION OF THE PROPERTY LOCATED AT 1335 N.E. 79TH STREET CAUSEWAY WITHIN THE VILLAGE, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT**

AND ASSOCIATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

The proposed Resolution will approve an agreement for the purchase of the Sakura property.

1.) Commission Action

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PLAN OF FINANCE FOR THE PURCHASE OF THE PROPERTY LOCATED AT 1335 N.E. 79TH STREET CAUSEWAY WITHIN THE VILLAGE, APPROVING THE SERIES 2018 NOTE FROM PNC BANK; AUTHORIZING THE VILLAGE OFFICIALS TO EXECUTE THE FINANCING DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will authorize the Village Manager to work with the Village's Financial Advisor, PFM Financial Advisor, Inc. to secure a plan of financing for the \$2,355,000 purchase of the Sakura property.

1.) Commission Action

11. PUBLIC HEARINGS ITEMS INCLUDING ORDINANCES FOR SECOND

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

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING A REQUEST BY ERIKA JM LLC, D/B/A SUSHI ERIKA, OWNER OF THE BUSINESS ESTABLISHMENT TO BE LOCATED AT 1700 KENNEDY CAUSEWAY, SUITE 100, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE PURSUANT TO SECTION 111.03 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, FROM THE STRICT INTERPRETATION OF SECTION 111.12(A)(1) AND 111.12 (B)(1) FOR THE ISSUANCE OF A BUSINESS TAX RECEIPT TO PERMIT THE SALE AND ON PREMISES CONSUMPTION OF BEER AND WINE WITHIN 300 FEET OF AN EXISTING RESTAURANT HOLDING A 4COP LICENSE AND WITHIN 500 FEET OF A SCHOOL. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

1.) Commission Action

12. **UNFINISHED BUSINESS**

A. **GARAGE SALE EVENT (*MAYOR CONNIE LEON KREPS*)
(*DEFERRED FROM MARCH 13, 2018*)**

1.) **Commission Action**

13. **NEW BUSINESS**

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

A. **REGULAR COMMISSION MEETING – MARCH 13, 2018**

B. **SPECIAL COMMISSION MEETING – MARCH 15, 2018**

C. **REGULAR COMMISSION MEETING - MARCH 28, 2018**

1.) **Commission Action**

15. **ADJOURNMENT**

Agenda Item 2A1



PROCLAMATION

LESLIE L. HATLEY, POLICE SERGEANT IN RECOGNITION OF YOUR RETIREMENT

WHEREAS, Leslie L. Hatley began his law enforcement career as Deputy Supervisor for the Oklahoma County Sheriff's Department with duties as supervisor of the Communications Division, Polygraph Examiner, and Spanish Interpreter from 1986 to 1991; and

WHEREAS, Leslie L. Hatley had a desire to reside in Florida and relocated to the Miami area in 1991; and

WHEREAS, Leslie L. Hatley commenced employment with North Bay Village as a Police Officer on December 16, 1991; and

WHEREAS, Officer Hatley successfully completed and was selected to the position of Police Sergeant while at the North Bay Village Police Department; and also served as Acting Police Lieutenant for a period of three months in 2015; and

WHEREAS, Sergeant Hatley has been recognized with numerous commendations for his exemplary professional performance and meticulous handling of several incidents from vehicle burglary to home invasion; and

WHEREAS, Sergeant Hatley proudly honored the oath to, "Preserve, Protect and Defend the Constitution", an oath he never broke; and

WHEREAS, Sergeant Hatley kept faith with the public he so honorably served for more than 25 years.

NOW, THEREFORE, BE IT RESOLVED, that I, **Connie Leon Kreps**, Mayor of North Bay Village, on behalf of the entire Commission and citizens we serve, do hereby congratulate Sergeant Leslie L. Hatley on the occasion of his honorable retirement, October 14, 2017. We wish Sergeant Hatley the very best in his future.

Done on this 10th day of April, 2018 in North Bay Village, County of Miami-Dade, State of Florida.

In Witness Whereof:

Mayor Connie Leon-Kreps

Attest:

Yvonne Hamilton, Village Clerk

Date: _____

Agenda Item 2A2



PROCLAMATION

WATER CONSERVATION MONTH - APRIL

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, the State of Florida, Water Management Districts and North Bay Village are working together to increase awareness about the importance of water conservation; and

WHEREAS, April, typically a dry month when water demands are highest, is annually designated as Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, North Bay Village encourages and supports water conservation, through various educational programs and special events; and

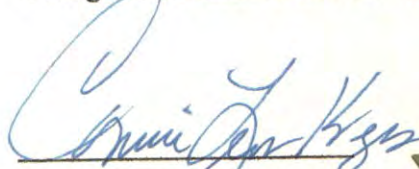
WHEREAS, every business, industry, school and citizen can make a difference and help by efficiently using water, thus promoting a healthy economy and community.

NOW, THEREFORE, I, *Mayor Connie Leon-Kreps*, of North Bay Village, Miami-Dade County, Florida do hereby proclaim the month of April 2018 as:

"WATER CONSERVATION MONTH"

And call upon each citizen and business in North Bay Village, Miami-Dade County, to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of North Bay Village to be affixed this 10th day of April, 2018.



Mayor Connie Leon-Kreps



Attest:



Yvonne Hamilton, Village Clerk

Agenda Item 2A2

Yvonne Hamilton

From: Vilaboy, Armando <avilaboy@sfwmd.gov>
Sent: Monday, March 12, 2018 8:59 AM
To: Vilaboy, Armando
Subject: Water Conservation Month
Attachments: 2014_Water_Conservation_Month_Local_Proclamation_template.docx

Good Morning All,

Every year The South Florida Water Management District asks for local municipalities to help us in declaring April Water Conservation Month. I have attached a proclamation template with wording from prior proclamations. Please let me know if you have any questions on this, we will try to attend as many presentations for these as possible. However if you would prefer to mail them to us please send them to the address below.

Thanks again for your help with this.

Sincerely,

Armando L. Vilaboy
South Florida Water Management District
Regional Representative
9001 NW 58th Street
Miami, FL 33178
Office: 305-513-3420 Ext. 7249
Cell: 305-336-0711

Agenda Item 2B2

Yvonne Hamilton

From: Woodson, Bradley J. (TPO) <Bradley.Woodson@miamidade.gov>
Sent: Thursday, February 22, 2018 4:25 PM
To: Yvonne Hamilton
Subject: Council Meeting Presentation
Attachments: Proposed Resolution Language.docx

Importance: High

Good afternoon Ms. Hamilton,

My name is Bradley Woodson from the Miami-Dade Transportation Planning Organization.

Miami-Dade Transportation Planning Organization (TPO) Chairman Esteban Bovo, Jr., along with TPO Executive Director Aileen Bouclé, are requesting to be placed on an upcoming council meeting agenda to present the Strategic Miami Area Rapid Transit (SMART) Plan. They intend to provide an update on the SMART Plan as well as answer any questions the Commissioners may have.

They are also pursuing a resolution of support for the SMART Plan, which can be viewed in the attachment. Support resolutions from other entities can be viewed at www.MiamiSMARTPlan.com.

Thank you for your consideration of this request.

Please let me know if you have any questions or concerns.

Thank you

Bradley Woodson

Intergovernmental Affairs Coordinator
Miami-Dade Transportation Planning Organization
111 NW 1st Street Suite 920
Miami, FL 33128-1916
(305) 375-1735 (Office)
<http://www.miamidadetpo.org/>



For complaints, questions or concerns about civil rights or nondiscrimination, or for special requests under the American with Disabilities Act (ADA), please contact Paul Chance at (305) 375-1888 or paul.chance@mdtpo.org

Agenda Item 2B2

Proposed Resolution Language

RESOLUTION ENDORSING AND SUPPORTING THE MIAMI-DADE TRANSPORTATION PLANNING ORGANIZATION'S STRATEGIC MIAMI AREA RAPID TRANSIT (SMART) PLAN

WHEREAS, in 2002, the electors of Miami-Dade County approved the imposition of a one-half percent surtax with the purpose of improving, among other things, mass transit within the County through the People's Transportation Plan (PTP); and

WHEREAS, the PTP includes rapid transit corridors to be developed throughout Miami-Dade County; and

WHEREAS, the Miami-Dade Transportation Planning Organization (TPO), through its Transit Solutions Committee, received and considered input from transportation partner agencies, elected officials, and the public at large in order to designate six rapid transit corridors as a high priority; and

WHEREAS, on February 16, 2016, the Miami-Dade TPO Governing Board unanimously approved a policy to set as "highest priority" for this community the advancement of Rapid Transit Corridors and transit supportive projects in Miami-Dade County; and

WHEREAS, on April 21, 2016, the Miami-Dade TPO Governing Board reviewed and unanimously endorsed the SMART Plan; and

WHEREAS, the SMART Plan intends to advance six of the rapid transit corridors, along with a network system of bus enhanced rapid transit service, and further approves the advancement of all six corridors to the Project Development and Environment (PD&E) phase, which will finalize the technology and cost estimate for each corridor and enable each project to move to final design and construction; and

WHEREAS, these projects are of tremendous importance and benefit to the community and will be transformative in its impact on public transportation.



To: North Bay Village Mayor & Village Commission
From: LaKeesha Morris, MSW
Date Submitted: April 2, 2018
Reporting Period: March 1 – March 31, 2018

Grants Submitted this Reporting Period:

1. Florida Inland Navigation District
 - a. **Date Submitted:** 3/30/2018
 - b. **Amount of Request:** \$180,000 **Match Required:** \$180,000
 - c. **Summary:** The Village requested additional funding to complete the construction of the Baywalk Plaza Area South Side project. This will include hardscape, lighting, drainage, and sea wall restoration. A resolution pertaining to this grant request will appear on the April Commission Agenda.

Grants “Under Construction”

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

1. Department of Justice Bullet Proof Vest Program
 - a. **Date Due:** TBD
 - b. **Amount of Request:** up to \$5,000 with a \$1:\$1 Match
 - c. **Summary:** The Department of Justice intends to release a request for proposals for the purchase of bullet proof vests for sworn police officers. The grant has not been released, and has an expected due date in May or June.

2. Department of Emergency Management – HGMP
 - a. **Date Due:** August 6, 2018
 - b. **Amount of Request:** Varies
 - c. **Summary:** The Village has identified several potential flood and hazard mitigation projects that meet the eligibility requirements for the HGMP Grant. The Miami-Dade LMS is still reviewing the list and based on the most recent estimate of available State funds, has asked the municipalities to review their intended projects and consider applying for their most urgent items. See attached list of items that have been approved by the Local Mitigation Strategy Workgroup. (LMS)

Grant Updates

In addition to the above grant, LaKeesha worked on reimbursement requests and quarterly progress reports for the Village’s Department of Environmental Protection grant, SFWMD Grant, Florida Inland Navigation District Grants (2), and SRF Loans.

Agenda Item 5

Revised HMGP
Prioritization List
3.23.2018

Agency	Project # in LMS	Project Title	Final Rank	Total Cost	Federal Share	Federal Share to project number	Verify that you will be completing the application process for this project. Yes or No
Miami Beach	11031	Hardening of Affordable Housing complex (MADELEINE VILLAGE)	1	\$1,000,000.00	\$750,000.00		
Miami Beach	11035	Hardening of Affordable Housing Building (Neptune)	2	\$1,000,000.00	\$750,000.00		
Coral Gables	10897	San Pump Station's Electrical & Control Panel and or Generator	3	\$122,500.00	\$91,875.00		
Coral Gables	10899	SAN Pump Station's Electrical & Control Panel and or Generator.	4	\$47,860.00	\$35,895.00		
Vizcaya	10465	Main House MEP System Floodproofing	5	\$1,000,000.00	\$750,000.00		
Vizcaya	241	Main House Roof Replacement & Roof Structure Enhancement	6	\$1,800,000.00	\$1,350,000.00		
Miami Beach	11062	Hardening of Scott Rakow Youth Center	7	\$1,000,000.00	\$750,000.00		
Miami Beach	10744	Hardening of City Buildings (Bass Museum)	8	\$500,000.00	\$375,000.00		
UM	825	U of Miami Hospital Hardening	9	\$5,000,000.00	\$3,750,000.00		
Housing	115	EDISON PLAZA	10	\$1,196,460.22	\$897,345.17		
Jackson	2384	Infrastructure Protection Measure to Upgrade & Elevate Switchgears	11	\$4,189,340.00	\$3,142,005.00		
Port Miami	10853	South Bulkhead Project	12	\$9,812,593.62	\$7,359,445.22		
MDFR	1	Miami-Dade Fire Rescue Station Rehabilitation for Air Rescue South	13	\$1,000,000.00	\$750,000.00		
Miami Beach	7315	Hardening of Fire Stations	14	\$5,000,000.00	\$3,750,000.00		

Agenda Item 5

Revised HMGP
Prioritization List
3.23.2018

Agency	Project # in LMS	Project Title	Final Rank	Total Cost	Federal Share	Federal Share to project number	Verify that you will be completing the application process for this project. Yes or No
WASD	250	Increased Wastewater Transmission System and Treatment Capacity	15	\$20,000,000.00	\$15,000,000.00		
Doral	10499	Emergency Operations Center (EOC) Relocation/Expansion Project	16	\$500,000.00	\$375,000.00		
Cutler Bay	373	Town Hall/EOC Hardening Project (Impact Resistant Windows)	17	\$1,358,000.00	\$1,018,500.00		
PROS	48	Sea Wall Replacement and Repair - Matheson Hammock Marina	18	\$4,245,750.00	\$3,184,313.00		
North Miami	703	Sanitary Sewer Backup	19	\$700,000.00	\$525,000.00		
Coral Gables	10890	Basin Inflow and Infiltration Upgrade	20	\$1,200,000.00	\$900,000.00		
Miami Shores	5546	C-8 Canal Pump System	21	\$1,500,000.00	\$1,125,000.00		
Florida City	394	Stormwater Drainage Palm Dr/NW 2 St/Redland Road/NW 7 Ave	22	\$1,198,715.00	\$899,036.00		
Palmetto Bay	10025	Sub-Basin 61 Drainage Improvements	23	\$520,000.00	\$390,000.00		
FIU	789	PC Building Storm Resistant Window Installation	24	\$3,012,460.78	\$2,259,345.59		
Vizcaya	242	Main House Exterior Window and Door Restoration & Wind Storm Protection Reinforcement	25	\$2,000,000.00	\$1,500,000.00	\$51,677,759.97	
* Additional Phases of WASD project to be added below this point. TBD.							
					6 month estimate	\$64,341,780.10	
Miami	10895	Fire-Rescue Training Center/Backup 911 Center/Operational Shelter	26	\$18,000,000.00	\$13,500,000.00	\$65,177,759.97	

Agenda Item 5

Revised HMGP
Prioritization List
3.23.2018

Agency	Project # in LMS	Project Title	Final Rank	Total Cost	Federal Share	Federal Share to project number	Verify that you will be completing the application process for this project. Yes or No
North Bay Village	11197	Undergrounding of Utility Lines	27	\$20,000,000.00	\$11,000,000.00		
MDFR	3	Structural Rehabilitation for Miami-Dade Fire Rescue Headquarters	28	\$1,000,000.00	\$750,000.00		
UM	830	U of Miami Medical Campus CEP	29	\$1,700,000.00	\$1,275,000.00		
Jackson	11194	Chiller - Jackson North Hospital	30	\$675,000.00	\$506,250.00		
Jackson	11531	Windows - Holtz Children's Hospital	31	\$8,700,000.00	\$6,525,000.00		
Jackson	11552	Generator - Jackson Memorial Long-Term Care Center	32	\$1,500,000.00	\$1,125,000.00		
Jackson	11564	Power Source - Jackson Memorial Hospital	33	\$2,300,000.00	\$1,725,000.00		
UM	826	U of Miami Hospital Hardening	34	\$4,000,000.00	\$3,000,000.00		
Housing	158	BISCAYNE PLAZA	35	\$1,037,366.00	\$778,024.50		
North Miami	704	Safeguarding Availability of Potable Water	36	\$325,000.00	\$243,750.00		
Miami	10924	Brickell Bay Drive Protective Linear Park and Sea Wall	37	\$7,500,000.00	\$5,625,000.00		
Housing	122	PALM COURT	38	\$1,403,162.82	\$1,052,372.12		
Coral Gables	10893	Acquire Sewer By-Pass Pump	39	\$100,000.00	\$75,000.00		
MDFR	2	Miami-Dade Fire Station Roof Rehabilitation	40	\$600,000.00	\$450,000.00		

Agenda Item 5

Revised HMGP
Prioritization List
3.23.2018

Agency	Project # in LMS	Project Title	Final Rank	Total Cost	Federal Share	Federal Share to project number	Verify that you will be completing the application process for this project. Yes or No
Miami Beach	2451	Acquisition of Emergency Generators	41	\$5,600,000.00	\$4,200,000.00		
North Bay Village	11558	Lift Stations	42	\$900,000.00	\$675,000.00		
North Miami	709	Emergency Power for Water and Sewer Utility Operations Center	43	\$90,000.00	\$67,500.00		
Miami	524	Shorecrest/Belle Mead Storm Water Management and Flood Control Project, Phase I	44	\$4,200,000.00	\$3,150,000.00		
Coral Gables	324	Elevating Sanitary Sewer Lift Stations Generator at Station F	45	\$100,000.00	\$75,000.00		
North Miami	714	Utility Operation Center Surge Suppression System	46	\$20,000.00	\$15,000.00		
Miami	11259	David Herring Center Backup Generator	47	\$ 300,000.00	\$225,000.00		
Coral Gables	3709	Fire Station 2 Mitigation	48	\$280,000.00	\$210,000.00		
Coral Gables	11099	Fire Station #3 Hurricane Generator	49	\$150,000.00	\$112,500.00		
Multi Juris	11320	Installation of 150 land-based flood gauges in GM&B	50	\$1,000,000.00	\$750,000.00		
Palmetto Bay	1435	Back-Up Generators and Transfer Switches	51	\$75,000.00	\$56,250.00		
North Bay Village	11001	Portable Engine Generator	52	\$250,000.00	\$187,500.00		
Cutler Bay	10050	Cutler Ridge Section 3 Drainage Improvement	53	\$1,015,160.00	\$761,370.00		

Agenda Item 5

Revised HMGP
Prioritization List
3.23.2018

Agency	Project # in LMS	Project Title	Final Rank	Total Cost	Federal Share	Federal Share to project number	Verify that you will be completing the application process for this project. Yes or No
Coral Gables	329	Acquisition of Coral Gables Public Works, Public Service and Automotive Department Facility Emergency Generator	54	\$530,000.00	\$397,500.00		
Coral Gables	326	City Hall Annex Hurricane Shutters	55	\$45,000.00	\$33,750.00		
Coral Gables	328	Acquisition of City Hall Emergency Generator	56	\$200,000.00	\$150,000.00		
North Bay Village	11547	Abandonment of 12" Force main to Miami Beach	57	\$315,000.00	\$236,250.00		
Miami Beach	11059	Hardening of North Shore Youth Center	58	\$1,000,000.00	\$750,000.00		
Libraries	32	West Dade Regional Library hardening project	59	\$983,542.00	\$737,656.50		
Coral Gables	9978	Pump Station Cocoplum 1 Emergency Generator	60	\$100,884.00	\$75,663.00		
Coral Gables	323	Elevating Sanitary Sewer Lift Stations Generator at Station D	61	\$100,000.00	\$75,000.00		
Coral Gables	330	Acquisition of City Pump Station G Emergency Generator	62	\$100,000.00	\$75,000.00		
Cutler Bay	343	Drainage Improvements - Bel Aire Section 1.1 Sub-Basin	63	\$820,000.00	\$615,000.00		
Cutler Bay	345	Drainage Improvements - Saga Bay Section 1.6 Sub-Basin	64	\$170,000.00	\$127,500.00		
Miami	10875	Citywide Flood/Drainage Mitigation of over 100 Known Flooding Locations	65	\$ 6,000,000.00	\$4,500,000.00		
Miami Beach	11048	Regional integration of power generation	66	\$5,000,000.00	\$3,750,000.00		

Agenda Item 5

Revised HMGP
Prioritization List
3.23.2018

Agency	Project # in LMS	Project Title	Final Rank	Total Cost	Federal Share	Federal Share to project number	Verify that you will be completing the application process for this project. Yes or No
Medley	4159	Flood Mitigation area South Stormwater Pump & Retention Pond	67	\$2,500,000.00	\$1,875,000.00		
MDFR	8778	Miami-Dade Air Rescue South Security Hardening	68	\$150,000.00	\$112,500.00		
Libraries	11634	South Dade Regional Library hardening project	69	\$1,450,000.00	\$1,087,500.00		
Jackson	11560	Access Contraol - Jackson Memorial Hospital	70	\$250,000.00	\$187,500.00		
Miami	11279	Grapeland Heights Police Substation Flood Proofing and Generator	71	\$900,000.00	\$675,000.00		
North Bay Village	11266	Deep Well Injection System Rehabilitation	72	\$633,737.00	\$475,302.75		
Palmetto Bay	10027	Drainage Improvements to Sub-Basin 43	73	\$940,000.00	\$705,000.00		
Palmetto Bay	10029	Drainage Improvements to Sub-Basin 57/96	74	\$601,450.00	\$451,087.50		
Palmetto Bay	10601	Public Structure Improvements	75	\$50,000.00	\$37,500.00		
Coral Gables	333	Storm Water Outfalls	76	\$500,000.00	\$375,000.00		
Miami	10867	Streetend Improvements and Baywalks	77	\$ 2,544,000.00	\$1,908,000.00		
Miami	11174	Morningside Regional Storm water Management	78	\$9,742,115.00	\$7,306,586.25		
Miami	11171	Legion Park storm water management	79	\$3,674,935.00	\$2,756,201.25		
Coral Gables	10922	Install Solar Panels at Youth Center	80	\$472,000.00	\$354,000.00		

Agenda Item 5

Revised HMGP
Prioritization List
3.23.2018

Agency	Project # in LMS	Project Title	Final Rank	Total Cost	Federal Share	Federal Share to project number	Verify that you will be completing the application process for this project. Yes or No
North Bay Village	11164	Roadway Resurfacing	81	\$1,500,000.00	\$1,125,000.00		
Miami	11178	Jose Marti and East Little Havana Storm Water Management	82	\$1,264,875.00	\$948,656.25		
North Miami	708	Gravity Sewer Systems Improvements for Groundwater Infiltration Reduction	83	\$6,000,000.00	\$4,500,000.00		
Palmetto Bay	1430	Canal Bank Erosion Protection	84	\$2,500,000.00	\$1,875,000.00		
Libraries	33	Miami Lakes Branch Library hardening project	85	\$405,092.00	\$303,819.00		
Libraries	37	Kendall Branch Library hardening project	86	\$373,232.00	\$90,251.00		
Libraries	40	Coral Reef Branch Library hardening project	87	\$85,765.00	\$64,318.00		
Coral Gables	11183	Merrick House Hurricane Shutters	88	\$40,000.00	\$30,000.00		
Coral Gables	11212	Passport Office Hurricane Shutters or Windows	89	\$35,000.00	\$26,250.00		
Coral Gables	11242	Granada Pro Shop Hurricane Shutters or windows, hardening	90	\$34,000.00	\$25,500.00		
Coral Gables	11291	Youth Center Hardening, windows/hurricane shutters	91	\$447,000.00	\$335,250.00		
Coral Gables	11304	2506 Ponce de Leon Shutters, Hardening , Conservator, roof repairs ,replacement	92	\$40,000.00	\$30,000.00		
Coral Gables	11310	Salvatore Tennis Center Windows and Hardening	93	\$25,000.00	\$18,750.00		
Coral Gables	11284	Venetian Pool Hurricane shutters and hardening	94	\$38,000.00	\$28,500.00		

Agenda Item 5

Revised HMGP
Prioritization List
3.23.2018

Agency	Project # in LMS	Project Title	Final Rank	Total Cost	Federal Share	Federal Share to project number	Verify that you will be completing the application process for this project. Yes or No
Coral Gables	11253	Coral Gables Country Club Hurricane Shutters or windows, hardening	95	\$110,000.00	\$82,500.00		
Coral Gables	11236	Miracle Theater Generator, Hurricane Shutters and Windows	96	\$168,000.00	\$126,000.00		
Coral Gables	11297	292 Miracle Mile Hardening (former Supercuts)	97	\$35,000.00	\$26,250.00		
Coral Gables	325	Historical City Hall Hurricane Shutters	98	\$500,000.00	\$375,000.00		
Mount Sinai	297	MSMC Seawall	99	\$8,000,000.00	\$6,000,000.00		
Mount Sinai	301	Aventura Emergency Department	100	\$3,000,000.00	\$2,250,000.00		
El Portal	12267	El Jardin Roadway & Pump System	101	\$2,300,000.00	\$1,725,000.00		
Mount Sinai	10502	MSMC MSOP Facility	102	\$3,000,000.00	\$2,250,000.00		
Medley	12325	LAKESIDE RETIREMENT COMMUNITY CENTER - BUILDING HARDENING	103	\$230,000.00	\$172,500.00		
Miami Shores	12230	Sea Wall at the end of C-8 Canal	104	\$230,000.00	\$172,500.00		
Miami Shores	12232	Bayshore Drive Pump Station	105	\$325,000.00	\$243,750.00		
El Portal	12269	NW 86 & 87 st Pump Station	106	\$775,000.00	\$581,250.00		
Sweetwater	12200	Northern Sweetwater Drainage & Roadway Improvements (Phase 8)	107	\$1,400,000.00	\$1,000,000.00		
MacTown	10749	MACTown Generator for Hazard Mitigation	108	\$400,700.00	\$300,525.00		

Agenda Item 5

Revised HMGP
Prioritization List
3.23.2018

Agency	Project # in LMS	Project Title	Final Rank	Total Cost	Federal Share	Federal Share to project number	Verify that you will be completing the application process for this project. Yes or No
FIU	12249	PG5 Market Station Generator Installation	109	\$904,709.16	\$678,531.87		
Jackson	11677	Windows - Jackson South Hospital	110	\$1,000,000.00	\$750,000.00		
FIU	12254	PG5 Market Station First Floor Shutter Installation	111	\$1,205,959.78	\$904,469.84		
Miami	12178	Home elevations in flood-prone areas	112	\$ 1,000,000.00	\$750,000.00		
Miami Beach	10746	Hardening of City Buildings (555 17th St.)	113	\$500,000.00	\$375,000.00		
Homestead	472	Undergrounding of Utility Lines	114	\$12,500,000.00	\$9,375,000.00		
Miami Lakes	658	Royal Oaks Drainage	115	\$2,000,000.00	\$1,500,000.00		
Miami Lakes	657	West Lakes Drainage Improvement	116	\$1,950,000.00	\$1,462,500.00		
Homestead	430	Build concrete enclosures around City critical facilities	117	\$181,818.00	\$136,363.50		
Homestead	429	Protective Measures for Critical Facility systems	118	\$272,727.00	\$204,545.25		
Homestead	439	Construction of structure to store emergency vehicles and equipment	119	\$1,200,000.00	\$900,000.00		
Homestead	404	Storm Water System Upgrade	120	\$21,252,000.00	\$15,939,000.00		
MDPD	12953	Stormshield Barriers for MDPD HQ	121	\$850,000.00	\$637,500.00		
West Miami	3569	West Miami Police Expansion and Hardening	122	\$500,000.00	\$375,000.00		

Agenda Item 5

Revised HMGP
Prioritization List
3.23.2018

Agency	Project # in LMS	Project Title	Final Rank	Total Cost	Federal Share	Federal Share to project number	Verify that you will be completing the application process for this project. Yes or No
MDPD	12949	Upgrade MDPD Back Up Communications Center	123	\$1,525,000.00	\$50,000.00		
MDPD	12957	Roof Upgrades to various MDPD facilities	124	\$1,100,000.00	\$825,000.00		
MDPD	12951	Drainage at PCB	125	\$1,000,000.00	\$750,000.00		
West Miami	9808	West Miami Recreation Center Annex	126	\$500,000.00	\$375,000.00		
West Miami	5256	Storm Drain improvements	127	\$750,000.00	\$500,000.00		
West Miami	2655	City hall hardening	128	\$50,000.00	\$37,500.00		
WASD	10657	Hypochlorite	129	\$ 6,000,000.00	\$4,500,000.00		
WASD	247	Risk Reduction Measures at Treatment Plants and Facilities	130	\$129,000,000.00	\$96,750,000.00		
WASD	246	Physical Security Risk Reduction Measures at Water Treatment Plants	131	\$12,200,000.00	\$9,150,000.00		
Total				\$422,200,909.38	\$311,254,753.54		



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

PLANNING & ZONING BOARD MEETING

VILLAGE HALL

1666 KENNEDY CAUSEWAY, #101

NORTH BAY VILLAGE, FL 33141

MARCH 6, 2018 – 7:30 P.M.

1. CALL TO ORDER

The Planning & Zoning Board of North Bay Village, Florida met in regular session, Tuesday, March 6, 2018, beginning at 7:35 P.M. in the Village Commission Chambers, 1666 Kennedy Causeway, #101, North Bay Village, Florida.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was recited.

3. ROLL CALL

The following members of the Board were present: Chair Bud Farrey, Vice Chair Marvin Wilmoth (7:41) Doris O'Hare, Dr. Paul Norris and Aniley Perez.

Also in attendance were: Interim Village Manager Bert Wrains, Village Planner Ben Smith, Deputy Village Clerk Grace Mariot, and Village Clerk Yvonne P. Hamilton.

- #### 4. PUBLIC HEARINGS (QUASI-JUDICIAL): Please be advised that the following items are quasi-judicial in nature. If you wish to object or comment upon any of these items, please inform the Chair when he requests public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse either to be cross-examined or to be sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Board 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.

Agenda Item 6G

Minutes
Planning & Zoning Board Meeting
March 6, 2018

1. **A REQUEST BY ERIKA JM LLC, D/B/A SUSHI ERIKA, OWNER OF THE BUSINESS ESTABLISHMENT TO BE LOCATED AT 1700 KENNEDY CAUSEWAY, SUITE 100, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE PURSUANT TO SECTION 111.03 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STRICT INTERPRETATION OF SECTION 111.12(A)(1) AND 111.12 (B)(1) FOR THE ISSUANCE OF A BUSINESS TAX RECEIPT TO PERMIT THE SALE AND ON PREMISES CONSUMPTION OF BEER AND WINE WITHIN 300 FEET OF AN EXISTING RESTAURANT HOLDING A 4COP LICENSE AND WITHIN 500 FEET OF A SCHOOL.**

The Village Clerk read the request into the record.

Ben Smith explained the Staff Report, and recommended approval of the request with the following conditions:

- 1) There are no objections from owners or occupants of neighboring residential properties.
- 2) Cost Recovery changes must be paid pursuant to Section 5.12. Specifically, no license or permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
- 3) Authorization or issue of a variance by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a variance or a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

There was discussion about the sale of alcoholic beverages in close proximity to the school, and how the Police Department handles complaints regarding sales to minors.

Vice Chair Marvin Wilmoth moved to recommend approval of the request with the conditions outlined by the Village Planner, as set forth herein; and requested that staff obtain a list of incidents or a statement from the Village Police Department regarding alcohol being served to minors at any establishment within 500 feet of a school within the Village within the last 10 years, prior to the Commission Meeting when the item is heard, and Board member Doris O'Hare seconded the motion.

Agenda Item 6G

Minutes
Planning & Zoning Board Meeting
March 6, 2018

The Chair opened the Public Hearing.

Erika Kushi, applicant and business owner, explained the request to sell beer and wine at her restaurant that is being constructed, which will be similar to the Japanese Restaurant that was operated by her father.

The Chair closed the Public Hearing.

The motion was adopted by a 4-1 roll call vote. The vote was as follows: Bud Farrey, Doris O'Hare, Aniley Perez, and Marvin Wilmoth all voting Yes. Dr. Paul Norris voted No, indicating he did not have sufficient information to make a recommendation.

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

The Village Clerk read the ordinance by title.

The Village Planner Ben Smith described the proposed amendment to the Comprehensive Plan to enable changes to the Land Development Code to allow properties in the General Commercial District with direct access to the causeway to be developed with 100 density unit per acre at a cost of \$40,000 per unit; with approval by the Planning & Zoning Board and the Village Commission. Village properties approved for transfer of density include 1841 Galleon Street with 120 units and Vogel Park with 36 units.

The Chair opened the Public Hearing.

Steve Harris, of First Class Waterfront, addressed the Board and mentioned the plan is to downsize and have more units that are affordable, because there have been problems with selling the larger units that are very expensive.

The Chair closed the Public Hearing.

There was discussion about the impact increased density will have on the Village with increased population and traffic.

Agenda Item 6G

Minutes
Planning & Zoning Board Meeting
March 6, 2018

Board member Doris O'Hare moved to recommend approval of the ordinance, and Board member Aniley Perez seconded the motion, which was adopted by a 4-1 roll call vote. The vote was as follows: Aniley Perez, Marvin Wilmoth, Bud Farrey, and Doris O'Hare all voting Yes. Dr. Paul Norris voted No.

Board Member Doris O'Hare clarified for the record that she still resides in North Bay Village, and will continue to do so, even though her husband has a job for six months in Pittsburg.

5. APPROVAL OF MINUTES

A. **REGULAR PLANNING & ZONING BOARD MEETING – JANUARY 2, 2018**

Vice Chair Marvin Wilmoth moved to approve the Minutes. Chair Bud Farrey seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Bud Farrey, Doris O'Hare, Aniley Perez, Dr. Paul Norris, and Marvin Wilmoth all voting Yes.

6. ADJOURNMENT

The meeting adjourned at 8:13 p.m.

*Prepared and submitted by: Yvonne P. Hamilton
Village Clerk*

*Adopted by the Planning & Zoning Board on
this ___ day of _____ 2018.*

Bud Farrey

(Note: The Minutes are summary of the proceeding.)

Agenda Item 9A



North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: April 10, 2018

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

RECOMMENDED BY: Marlen D. Martell, MPA, CFM

A handwritten signature in black ink, appearing to read "Marlen D. Martell", is written over the printed name.

PRESENTED BY STAFF: Lakesha Morris, Village Grant Writer
Diego Lopez, Acting Public Works Director

SUBJECT: FY2018 Florida Inland Navigation District Grant Application

RECOMMENDATION:

It is recommended that the Village Commission approve the attached resolution authorizing the Village Manager or the Village Manager's designee to submit a grant application under the Florida Inland Navigation District Waterways Assistance Program for construction of the North Bay Village Baywalk Plaza-South Side Phase IIIA.

BACKGROUND AND ANALYSIS

Funding Source: Florida Inland Navigation District
Program Title: FY2018 Waterways Assistance Program
Grant Request: \$180,000 **Match Required:** \$180,000

The Village continues to diligently seek grant funding for the construction of the Baywalk Plaza Area and ultimately the North Bay Village Baywalk. The Baywalk Plaza Area is the starting point for the entire Baywalk Project; a linear park that once completed, will extend the entire length of the Village overlooking Biscayne Bay. This project will be open to the general public and will serve as a welcoming tourist attraction to North Bay Village; and as an Economic Engine for the Village.

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 9A

North Bay Village was awarded \$200,000 through the Florida Inland Navigation District (FIND) Waterway Assistance Program during Fiscal Year 2015 for the construction of the “Baywalk Plaza Area Phase IIA-South Side”, which consists of a walk out area that overlooks Biscayne Bay in the area south of the bridge. The Village general contractor began construction on the Baywalk Plaza on May 15, 2017. During the site preparation period, pipes and underlying structures associated with the John F. Kennedy Causeway Bridge and a nearby parking garage were uncovered. This situation caused the Village to request additional changes to the engineering plans, and additional construction costs have ballooned to over \$1 Million (from an original estimate of \$400K to \$600K).

The Florida Inland Navigation District has released a Request for Proposals (RFP) for the 2018 Waterways Assistance Program. This program supports local governments in the development of projects that enhance or expand public access to waterways. The Village is requesting an additional \$180,000 for the completion of the South Side project. Village staff has discussed the additional costs with Mr. Spencer Crowley, FIND District Commissioner and Ms. Janet Zimmerman, Deputy Director of FIND. This project is aligned with FIND’s mission and is potentially eligible for funding.

BUDGET:

The \$180,000 matching funds are available in the 2010 Capital Improvement Bond Program proceeds.

PERSONNEL:

The Village Grant Writer Lakeesha Morris will handle the grant application process.

CONTACT:

Village Grant Writer Lakeesha Morris

Agenda Item 9A



North Bay Village

Administrative Offices

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

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

MEMORANDUM North Bay Village

DATE: March 29, 2018

TO: Yvonne P. Hamilton, CMC
Village Clerk

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

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR THE MANAGER'S DESIGNEE TO SUBMIT A GRANT APPLICATION UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR CONSTRUCTION OF THE NORTH BAY VILLAGE BAYWALK PLAZA-SOUTH SIDE PHASE IIIA; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE

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

MDM:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cantor

Commissioner
Eduardo Jimenez

Agenda Item 9A

RESOLUTION _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR THE MANAGER'S DESIGNEE TO SUBMIT A GRANT APPLICATION UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR CONSTRUCTION OF THE NORTH BAY VILLAGE BAYWALK PLAZA-SOUTH SIDE PHASE IIIA; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

WHEREAS, North Bay Village (the "Village") is interested in developing a Baywalk Plaza Area ("the Project") for enjoyment of the general public; and

WHEREAS, the Village has identified the base of the John F. Kennedy Bridge at the easternmost point of the Village as an ideal location for the Baywalk Plaza Area; and

WHEREAS, the Baywalk Plaza Area will serve as the precursor and starting point of the entire North Bay Village Baywalk, a 3,400 linear foot walking path along Biscayne Bay; and

WHEREAS, this project will serve as an Economic Engine for the Village; and

WHEREAS, the purpose of the Florida Inland Navigation District (FIND) Waterways Assistance Program is to assist local governments within the District to perform waterways improvement projects, including projects that will provide public access to Florida's waterways; and

WHEREAS, the Village Commission desires to apply for funding up to \$180,000 with a \$1:\$1 match through the FIND Waterways Assistance Program; and

WHEREAS, the Baywalk Plaza Area Phase IIIA project will allow the continuance of the construction of the South Side of the Baywalk Plaza; and

WHEREAS, the Village has the ability and intention to finance its share of the cost of the Project, and the project will be operated and maintained at the expense of the Village for public use; and

Agenda Item 9A

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

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

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

Section 2. **Project Authorization.** The Village Commission supports the application in the amount of \$180,000. The purpose of this project is to construct Phase IIIA of the Baywalk Plaza Area.

Section 3. **Village Manager Authorization.** The Village Commission hereby authorizes the Village Manager or his/her designee to submit an application to the Florida Inland Navigation District on behalf of North Bay Village.

Section 4. **Effective Date.** This resolution shall become effective immediately upon adoption hereof.

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 Andreana Jackson	_____
Commissioner Jose Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Eddie Lim	_____

PASSED AND ADOPTED this 10th day of April 2018.

Connie Leon-Kreps, Mayor

Agenda Item 9A

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Norman C. Powell, Esq.
Village Attorney

Agenda Item 9A



North Bay Village

Administrative Offices

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

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

March 22, 2016

Florida Inland Navigation District

Attn: Janet Zimmerman

1314 Marcinski Road

Jupiter, Florida 33477

RE: Request to Amend Scope of Work

Baywalk Plaza South– Phase IIA

Award Number DA-NBV-15-194

Dear Ms. Zimmerman,

North Bay Village was awarded \$200,000 through the Waterway Assistance Program during Fiscal Year 2015 for the construction of the “Baywalk Plaza Area Phase IIA-South Side” which consists of a walk out areas that overlooks Biscayne Bay. Once completed, the Baywalk Plaza will be the access point to the Village’s planed 3400 linear foot Baywalk.

The Village is requesting a revision in the scope of work for this project to allow us to enhance the Baywalk Plaza South project. It is the Village’s intent to request additional funding from FIND through the FY2018 grant cycle to assist with the completion of the project. Attached, you will find a revised budget request form and detailed budget, in accordance with FIND’s funding guidelines.

The Village’s general contractor began construction on the Baywalk Plaza on May 15, 2017. During the site preparation period, pipes and underlying structures associated with the John F Kennedy Causeway Bridge and a nearby parking garage were uncovered. This caused the Village to request additional changes to the engineering plans. These changes delayed construction from the original completion goal of August 30, 2017, resulting in a request for an extension of the project to September 30, 2018. Additionally, construction costs have ballooned to over \$1 Million (from an original estimate of \$400K to \$600K).

Funding from the FY2015 grant (DA-NBV-15-194) will include completion of the following tasks; site preparation, construction of the retaining sea wall, FDOT permitting, and construction engineering and inspection (CEI).

The new grant request will include the following tasks: construction of the plaza area, drainage, lighting, and construction engineering and inspection (CEI).

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

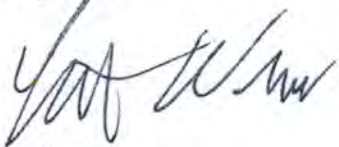
Agenda Item 9A

Page 2
Request to Amend Scope of Work
Baywalk Plaza South – Phase IIA
Award Number DA-NBV-15-194

The Village is dedicated to seeing the Baywalk project come to fruition, and we hope you will allow us to modify the scope of the project to more accurately reflect the work and expenses that will be completed by the end of the Village's contract with FIND that expires in September 2018.

If you have any questions, please do not hesitate to contact our Public Works Director, Diego Lopez at 305-756-7171. Thank you for your time and attention.

Kind Regards,



Bert Wrains
Interim Village Manager

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 9A

ATTACHMENT E-5

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM 2017

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Baywalk Plaza - Phase IIA (DA-NBV-15-194)
Applicant:	North Bay Village

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Quantity or Total Estimated Cost <i>(Number and/or Footage etc.)</i>	Applicant's Cost	FIND Cost
Site Work/Site Preparation	\$158,000	\$144,500	\$13,500
Construction – Retaining Wall	\$244,080	\$57,580	\$186,500
Permitting (FDOT)	\$3,500	\$3,500	\$0
Construction Engineering Inspection	\$40,558	\$40,558	\$0
**TOTALS =	\$446,138	\$ 246,138	\$200,000

Agenda Item 9A

FY2015	Find Request	Village Match	Total Cost
Site Work/Site Preparation			
Mobilization, Bonds & Insurance (50% of total item cost)		\$82,500	\$ 82,500.00
Maintenance of Traffic (50% of total item cost)	\$ 7,500.00	\$0	\$ 7,500.00
Excavate, Load & Haul	\$ 2,000.00	\$26,000	\$ 28,000.00
Site Grading	\$ 4,000.00	\$36,000	\$ 40,000.00
Retaining Wall	\$ 186,500.00	\$57,580	\$ 244,080.00
Permitting (FDOT)		\$3,500	\$ 3,500.00
Total Construction Costs	\$ 200,000.00	\$205,580	\$ 405,580.00
Construction Engineering Inspection (CEI)- Independent Contractor (10%)	\$0	\$ 40,558.00	\$ 40,558.00
Grand Total (FY2015)	\$ 200,000.00	\$ 246,138.00	\$ 446,138.00
FY2018-19 Request	Find Request	Village Match	Total Cost
Mobilization, Bonds & Insurance (50% of total item cost)	\$ 41,250.00	\$ 41,250.00	\$ 82,500.00
Maintenance of Traffic (50% of total item cost)	\$ -	\$ 7,500.00	\$ 7,500.00
Remove Guardrail	\$ -	\$ 1,150.00	\$ 1,150.00
Remove Concrete	\$ -	\$ 9,000.00	\$ 9,000.00
Clearing and Grubbing	\$ 3,000.00		\$ 3,000.00
Concrete Sidewalk	\$ 10,000.00		\$ 10,000.00
Adjust Existing Rim Elevations	\$ 5,000.00		\$ 5,000.00
Pavement/Trench Restoration:	\$ 2,000.00		\$ 2,000.00
Zum 882 Perma Trench Drain	\$ 29,500.00		\$ 29,500.00
15" Nyloplast Inline Drain	\$ 13,500.00		\$ 13,500.00
2" Corporation Stop	\$ 2,500.00		\$ 2,500.00

Agenda Item 9A

FY2018-19 Request	Find Request	Village Match	Total Cost
Connection to Existing Water Service	\$ 7,500.00		\$ 7,500.00
2" Single Water Service	\$ 5,000.00		\$ 5,000.00
2" Pressure Vacuum Breaker	\$ 3,500.00		\$ 3,500.00
2" HDPE Pipe	\$ 5,550.00		\$ 5,550.00
Paving – H-101 Colored concrete	\$ 16,000.00		\$ 16,000.00
Paving – H-102 Colored concrete	\$ 7,000.00		\$ 7,000.00
Paving – H-103 Colored concrete	\$ 6,500.00		\$ 6,500.00
Custom Metal Access Gate and Fence	\$ 3,500.00		\$ 3,500.00
Trash Receptacle	\$ 2,000.00		\$ 2,000.00
Pedestrian Light Pole	\$ 1,500.00	\$ 17,000.00	\$ 18,500.00
Recessed LED Wall Light	\$ -	\$ 37,500.00	\$ 37,500.00
Electrical Conduit, Conductors	\$ -	\$ 30,000.00	\$ 30,000.00
Monument Sign	\$ -	\$ 8,080.00	\$ 8,080.00
Directional Bore	\$ -	\$ 11,000.00	\$ 11,000.00
Total Construction Cost	\$ 164,800.00	\$ 162,480.00	\$ 327,280.00
Construction Engineering Inspection (CEI)- Independent Contractor (10%)	\$ 15,200.00	\$ 17,520.00	\$ 32,720.00
Grand Total	\$ 180,000.00	\$ 180,000.00	\$ 360,000.00

Agenda Item 10A



North Bay Village

Administrative Offices

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

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

www.nbvillage.com

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: April 10, 2018

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

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

PRESENTED BY: Diego Lopez, Acting Director of Public Works

SUBJECT: Kimley-Horn & Associates, Inc. – Work Authorization No. 18-01 – Pirates Alley Roadway Improvements Design

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the Village Manager to execute the attached Kimley-Horn and Associates, Inc., proposed Work Authorization No. 18-01, entitled Pirates Alley Roadway Improvements Design for a lump sum amount of \$76,700.00.

BACKGROUND:

The Village requested Kimley-Horn and Associates, Inc. (KH), to submit a proposal for the design of roadway improvements on Pirates Alley Right-of-Way between Adventure Avenue and Hispanola Avenue to address the deteriorated condition of this thoroughfare. The proposed improvements are to include drainage upgrades to address ponding, roadway modifications to address deterioration that has occurred over time, and signing and marking upgrades. No improvements are to be implemented on private property.

Agenda Item 10A

KH as the Engineer of Record for the Village has submitted the attached proposal to include the following Scope of Services: Route Survey, Geotechnical Report, Project Kick-Off and Conceptual Design Development, 60% Design Development Plans, Permitting, Final Construction Documents, and Bidding Services for the lump sum payment of \$76,700.00.

FINANCIAL IMPACT:

The funds to cover this analysis are available through the Transportation Trust Fund (CITT).

PERSONNEL IMPACT:

None.

CONTACT:

Diego Lopez, P.E., Acting Public Works Director

Agenda Item 10A



North Bay Village

Administrative Offices

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

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

MEMORANDUM North Bay Village

DATE: March 29, 2018

TO: Yvonne P. Hamilton, CMC
Village Clerk

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

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-01) FOR PIRATES ALLEY ROADWAY IMPROVEMENTS DESIGN FOR A LUMP SUM AMOUNT OF \$76,700; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MDM:yph

Agenda Item 10A

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-01) FOR PIRATES ALLEY ROADWAY IMPROVEMENTS DESIGN FOR A LUMP SUM AMOUNT OF \$76,700; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

WHEREAS, North Bay Village retained the services of Kimley-Horn and Associates, Inc. ("Kimley-Horn") to provide professional engineering services to the Village pursuant to a Continuing Services Agreement dated April 11, 2006; and

WHEREAS, the Village requested a proposal from Kimley-Horn & Associates, Inc. for the design of roadway improvements on Pirates Alley Right-of-Way between Adventure Avenue and Hispanola Avenue to address the deteriorated condition of the area; and

WHEREAS, Kimley-Horn & Associates, Inc. submitted a proposal for the scope of services and tasks to be provided, which include drainage upgrades to address ponding, roadway modifications to address deterioration, and signing marking upgrades, for a lump sum payment of \$76,700.00.

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 the Project Agreement. Project Agreement No. 18-01 between North Bay Village and Kimley-Horn & Associates, Inc., attached hereto as Exhibit 1, for the scope of services, which include drainage upgrades to address ponding, roadway modifications to address deterioration, and signing marking upgrades, for an amount not to exceed \$76,700 is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

Agenda Item 10A

Section 4. Execution of the Project Agreement. The Village Manager is authorized to execute the Project Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Project Agreement, subject to the approval as to form and legality by the Village Attorney.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 10th day of April 2018.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Norman C. Powell, Esq.
Village Attorney

North Bay Village/Resolution/Kimley Horn & Associates, Inc.-Pirates Alley Roadway Improvements Design –
Work Authorization 18-01 - \$76,700.

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 18-01

Pirates Alley Roadway
Improvements Design

Agenda Item 10A

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 18-01

Pirates Alley Roadway
Improvements Design

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide professional services to prepare Bid Documents associated with the design of roadway improvements along Pirate's Alley from Adventure Avenue to Hispanola Avenue as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

Agenda Item 10A

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed three hundred sixty (360) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of **\$76,700.00**. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

Agenda Item 10A

4.2 **Reimbursables.** It is acknowledged and agreed to by the CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse the CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon the CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

Agenda Item 10A

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Stefano Viola</u>	<u>Project Manager</u>
<u>Gary R Ratay</u>	<u>Senior Engineer</u>
<u>Carlos Florian</u>	<u>Engineer</u>
<u>Josh Cockriel</u>	<u>Engineer</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Casey Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its

Agenda Item 10A

_____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate, duly authorized officer to execute same.

ATTEST:

NORTH BAY VILLAGE

Village Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

Village Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

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

Print Name

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Agenda Item 10A

Exhibit "1"

Project Description

The VILLAGE is looking to provide roadway improvements on Pirate's Alley between Adventure Avenue and Hispanola Avenue within North Bay Village. The improvements will include drainage upgrades, roadway modifications and signing and marking to address ponding and road deterioration that has occurred over time. The improvements will be limited to Pirate's Alley Right-of-Way from Adventure Avenue to Hispanola Avenue. No work will be proposed on private property.

The CONSULTANT shall provide design services that include the following tasks:

1. Route Survey
2. Geotechnical Report
3. Project Kick-Off and Conceptual Design
4. 60% Design Development
5. Permitting
6. Final Construction Documents
7. Bidding Services

Agenda Item 10A

Exhibit "2"

Scope of Services

The professional services for this project will include the following:

Task 1 – Route Survey

As part of this task, the CONSULTANT's sub-consultant will provide a Route of line survey ($\pm 1,200$ linear feet) per the limits described above:

- Establish horizontal and vertical control points on approximate 500' intervals.
- Recover sufficient right-of-way control to graphically depict full right-of-way of streets. There is no provision for individual boundary surveys or rectifying any major boundary issues within the neighborhood.
- Establish NGVD 1929 benchmarks on site, tied to the governmental benchmark network. Provide conversion factor for datum.
- Obtain cross sections on 50' intervals at centerline, edge of pavement, top of curb, front and back of walk. Obtain high and low point cross sections.
- Locate above ground improvements including pavement, sidewalks, driveways, striping and above ground evidence of utilities. Obtain rim elevations of sewer and drainage structures. Utility locations will include fire hydrants, water valves, cleanouts, meter boxes, vaults, electrical outlets and main irrigation valves. Individual sprinkler heads not included.

Task 2 – Geotechnical Report

The geotechnical sub-consultant, will perform the following services for each alleyway:

- Two (2) Bore Hole Permeability (BHP) test
- Two (2) Pavement Core

Test locations will be approximately located in the field by our personnel by measuring distances with a tape from known reference points. Prior to drilling at the project site, the sub-consultant will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities. This proposal assumes that private utility lines will be located in the field by others prior to mobilization of the drill rig. The sub-consultant will recommend a utility line locating service upon request. Upon completion of the field exploration, a geotechnical engineer will evaluate the field data, and percolation test results and pavement core data will be provided.

Agenda Item 10A

Task 3 - Project Kick-off and Conceptual Design

The CONSULTANT will perform a kick-off site visit to observe existing conditions and truth the survey. The CONSULTANT will attend one (1) kick-off meeting with the VILLAGE to discuss the project, desired design elements, and to review the project schedule.

As part of this Task, the CONSULTANT will request existing utility as-built information from the major utilities providers within the project area to include water, sewer, drainage, electrical, cable, gas, and fiber optics. Once received, the existing utilities will be reviewed and depicted on the survey that is to be provided in Task 1. Existing irrigation system information will not be requested or included as part of this Task.

The CONSULTANT will implement the design elements discussed at the kick-off meeting with the VILLAGE and then provide one (1) conceptual design plan and typical section plan of the proposed improvements for the VILLAGE's review and comment.

The CONSULTANT will also provide an Opinion of Probable Construction Costs as part of this submittal for the proposed improvements.

Deliverables:

- Conceptual plan in 24" x 36" format
- Typical roadway section
- Opinion of Probable Cost (OPC)

Task 4 - 60% Design Development

Upon approval of the conceptual design prepared in Task 2, the CONSULTANT will implement the design elements and then provide one (1) 60% design development set of plans for the project for review and comment. The plans will include the following:

- Cover Sheet
- General Notes
- Roadway Plans
 - CONSULTANT will prepare roadway plans that will include dimension control and roadway layout. These plans will include pavement limits, curbing, concrete areas, and spot elevations for the roadway and green areas.
- Roadway Details
 - We will prepare detail sheets showing the paving, drainage system, and erosion control details for the roadway plans. The intent is to reference VILLAGE, County and/or FDOT standard details.
- Demolition Plans
 - CONSULTANT will prepare a demolition plan for the project which will indicate paving and utility removal/relocation for the proposed improvements.
- Erosion Control Plan
 - CONSULTANT will prepare an erosion control plan for the site. The plan will indicate erosion control measures to be implemented by the contractor prior to

Agenda Item 10A

- disturbing the site.
- **Signing and Marking Plans**
CONSULTANT will show proposed project signage and striping with associated details.

This task will include preparation of drainage calculations and report for submittal to Miami-Dade County Department of Regulatory and Economic Resources as listed in Task 5.

Upon receiving VILLAGE input, the CONSULTANT will revise the design development plans listed above as part of developing the final construction documents.

The CONSULTANT will also provide an updated Opinion of Probable Cost as part of this submittal for the proposed improvements.

Deliverables:

- Two sets of the 60% Design Development Plans in 24" x 36" format
- Drainage Calculations
- Opinion of Probable Cost (OPC)

Task 5 - Permitting

The CONSULTANT will prepare permit applications with supporting documentation to the following jurisdictional regulatory agencies. The CONSULTANT will address up to two (2) rounds of comments for the regulatory agency submittals identified below.

1. **Miami-Dade County Traffic Engineering Division**
 - a. Roadway, paving, and traffic control systems for access
 - b. Signing and marking
2. **Miami-Dade County Department of Regulatory and Economic Resources**
 - a. Plan Review
3. **North Bay Village**
 - a. Engineering/Public Works

No other agency approvals are included in this scope of services other than those identified above. The CONSULTANT does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the VILLAGE. The CONSULTANT is not responsible for extending time limited entitlements or permits. The VILLAGE shall provide all permit fees.

Task 6 - Final Construction Documents

The CONSULTANT shall prepare Construction Documents for the proposed development based on City input during the Design Development Phase. The construction document package will include construction plans and contract documents. We anticipate the construction plans will include the following sheets:

- Cover Sheet

Agenda Item 10A

- General Notes
- Roadway Plans
 - The CONSULTANT will prepare roadway plans that will include dimension control and roadway layout. These plans will include driveway connections, pavement limits, curbing, concrete areas, and spot elevations for the roadway and green areas.
 - CONSULTANT shall include existing and proposed stormwater infrastructure for the project indicating areas draining to each existing and proposed inlet.
- Roadway Details

The CONSULTANT will prepare detail sheets showing the paving, drainage system, and erosion control details for the roadway plans. Where available, VILLAGE, County and/or FDOT standard details and specifications will be used or referenced.
- Demolition Plans

The CONSULTANT will prepare a demolition plan for the project which will indicate paving and utility removal/relocation required for the proposed improvements. If utility relocation are required it will be the responsibility of the utility owner to design and permit the relocation.
- Erosion Control Plan

The CONSULTANT will prepare an erosion control plan for the site. The plan will indicate erosion control measures to be implemented by the contractor prior to disturbing the site.
- Signing and Marking Plans

The CONSULTANT will show proposed project signage and striping. The plans will also provide signing and marking details. Signing and marking is limited to relocating existing signs and the design of proposed crosswalk improvements to accommodate the proposed improvements.

The effort for this task includes one (1) submittal to the VILLAGE for review and addressing one (1) round of ordinary and reasonable comments at the submittal stage. Subsequent modifications resulting from significant project changes or additional review comments directed by the VILLAGE shall be considered an Additional Service.

The CONSULTANT will also provide an updated Opinion of Probable Cost as part of this submittal for the proposed improvements.

Deliverables:

- Two sets of the Final construction documents in 24" x 36" format
- Opinion of Probable Construction Cost

Task 7 - Bidding Services

The CONSULTANT will assist the VILLAGE in developing addendums to provide project clarifications during the advertisement process. The CONSULTANT will attend a pre-bid conference to discuss salient aspects of the project and to answer questions which potential bidders may raise in relationship to the project.

Agenda Item 10A

Once the VILLAGE receives bids, the CONSULTANT will evaluate the bids and prepare a recommendation for award of bid.

Task 8 - Additional Services

The following services are not included in the scope of services, but can be provided as additional services if authorized by you:

- A. Stormwater system improvements outside of the project limits.
- B. Right-of-Way modifications or utility easements, sketch and legal descriptions.
- C. Landscaping, Irrigation, and Lighting evaluation or improvements.
- D. Construction phase services.

Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- A. One complete set of construction plans and contract documents.
- B. Permit application packages.
- C. Opinion of probable construction costs.
- D. Complete set of construction plans and contract documents electronically for use by the VILLAGE in bidding the project.

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Agenda Item 10A

Exhibit "3"

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of \$76,700.00. The following is a breakdown of the lump sum fee for reference:

Task	Description	Labor Fee
1	Route Survey	\$6,400.00
2	Geotechnical Report	\$4,500.00
3	Project Kick-off and Conceptual Design	\$13,000.00
4	60% Design Development	\$25,500.00
5	Permitting	\$7,700.00
6	Final Construction Documents	\$15,300.00
7	Bidding Services	\$4,300.00
TOTAL LUM SUM FEE		\$76,700.00

O:\Stefano\North Bay Village\Pirates Alley\Pirates Alley Design.doc

Agenda Item 10B



North Bay Village

Administrative Offices

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

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

www.nbvillage.com

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: April 10, 2018

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

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

PRESENTED BY: Diego Lopez, Acting Director of Public Works

SUBJECT: Kimley-Horn & Associates, Inc. – Work Authorization No. 18-02 – Existing
12-inch Force Main Rehabilitation Analysis

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the Village Manager to execute the attached Kimley-Horn and Associates, Inc., proposed Work Authorization No. 18-02, entitled Existing 12-inch Force Main Rehabilitation Analysis for a lump sum amount of \$23,800.00.

BACKGROUND:

The Village requested Kimley-Horn and Associates, Inc. (KH), to submit a proposal to develop a Technical Memorandum associated with rehabilitating the existing 12-inch, subaqueous force main currently placed out of service that runs from the Village's Main Wastewater Pump Station to a connection point located in the City of Miami Beach, as a result of the new 16-inch force main that was installed to the west with a connection point in the City of Miami. The original 12-inch force main installed to the east was placed out of service as a redundant system. The redundancy is important because all of the Village's wastewater is pumped through a single force main to the Miami-Dade County Water and Sewer Department (WASD.) The Village did not have any redundancy prior to the installation of the 16-inch force main, and public health and safety issues as well as costs associated with transporting wastewater during force main failures were impacting the Village.

Agenda Item 10B

The Village understood the issues associated due to age and condition of the existing 12-inch force main, but proceeded with placing the utility out of service in an attempt to prolong the useful life of the utility. As a result, the Village would like to explore the feasibility of rehabilitating the original 12-inch force main to establish a true redundant system.

KH, as the Engineer of Record for the Village has submitted the attached proposal to include the following Scope of Services: perform an analysis limited to development of rehabilitation options, investigation of permitting requirements, and a Technical Memorandum for the lump sum payment of \$23,800.00. This analysis is essential to enable the Administration to make recommendations to the Village Commission on how to move forward with the existing 12-inch force main to the east and establishing a redundant wastewater system.

It is important to note that this analysis does not include research associated with the replacement or installation of a new force main to the east as these options were not deemed feasible during a route evaluation report developed in 2006-2007.

FINANCIAL IMPACT:

The funds to cover this analysis are available through the Sewer Improvement Trust Fund.

PERSONNEL IMPACT:

None.

CONTACT:

Diego Lopez, P.E., Acting Public Works Director

Agenda Item 10B




North Bay Village

Administrative Offices

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

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

MEMORANDUM
North Bay Village

DATE: March 29, 2018
TO: Yvonne P. Hamilton, CMC
Village Clerk
FROM: Marlen D. Martell, MPA, CFM 
Village Manager
SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-02) TO ANALYZE THE EXISTING 12” FORCE MAIN, AT A LUMP SUM AMOUNT OF \$23,800; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MDM:yph

Agenda Item 10B

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-02) TO ANALYZE THE EXISTING 12" FORCE MAIN, AT A LUMP SUM AMOUNT OF \$23,800; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

WHEREAS, North Bay Village retained the services of Kimley-Horn and Associates, Inc. ("Kimley-Horn") to provide professional engineering services to the Village pursuant to a Continuing Services Agreement dated April 11, 2006; and

WHEREAS, the Village wishes to explore the feasibility of rehabilitating the original 12-inch force main that runs from the Village's Main Wastewater Pump Station to the City of Miami Beach, to establish a true redundant system, and requested a price proposal from engineer of record, Kimley-Horn; and

WHEREAS, Kimley-Horn has submitted Work Authorization No. 18-02 to evaluate the feasibility of rehabilitating the existing 12-inch force main that is currently placed out of service, at a lump sum cost of \$23,800.00.

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 the Project Agreement. Project Agreement No. 18-02 between North Bay Village and Kimley-Horn & Associates, Inc., attached hereto as Exhibit 1, to evaluate the feasibility of rehabilitating the existing 12-inch force main, for an amount not to exceed \$23,800 is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

Agenda Item 10B

Section 4. Execution of the Project Agreement. The Village Manager is authorized to execute the Project Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Project Agreement, subject to the approval as to form and legality by the Village Attorney.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 10th day of April 2018.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Norman C. Powell, Esq.
Village Attorney

North Bay Village/Resolution/Kimley Horn & Associates, Inc.-Additional Construction Phase Services – Water Main Rehabilitation Program –Work Authorization 18-05 - \$97,800.

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 18-02

Existing 12-inch Force Main Rehabilitation Analysis

Agenda Item 10B

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 18-02

Existing 12-inch Force Main Rehabilitation Analysis

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide professional services associated with evaluating the feasibility of rehabilitating an existing 12-inch force main that is currently placed out of service as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

Agenda Item 10B

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed one hundred fifty (150) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of **\$23,800.00**. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

Agenda Item 10B

4.2 **Reimbursables.** It is acknowledged and agreed to by the CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse the CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon the CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

Agenda Item 10B

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>Kevin Schanen</u>	<u>Senior Engineer</u>
<u>Stefano Viola</u>	<u>Professional Engineer</u>
<u>Josh Cockriel</u>	<u>Engineer</u>
<u>Mike Kiefer</u>	<u>Environmental Engineer</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Casey Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Agenda Item 10B

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its _____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate, duly authorized officer to execute same.

ATTEST:

NORTH BAY VILLAGE

Village Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

Village Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

By: _____

Gary R. Ratay, P.E.

Print Name

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit "1"

Project Description

The CONSULTANT is pleased to submit this proposal to develop a Technical Memorandum associated with rehabilitating the existing 12-inch, subaqueous force main currently placed out of service that runs from the Village's Main Wastewater Pump Station to a connection point located in the City of Miami Beach. As a result of the new 16-inch force main that was installed to the west with a connection point in the City of Miami, the original existing 12-inch force main installed to the east was placed out of service as a redundant system. The redundancy is important because all of the Village's wastewater is pumped through a single force main to the Miami-Dade County Water and Sewer Department (WASD). Prior to the new 16-inch force main, the Village did not have any redundancy and public health and safety issues as well as costs associated with transporting wastewater during force main failures were impacting the Village. The new 16-inch force main was critical because of the age, condition, and multiple failures of the original 12-inch force main as well as the environmental impacts associated with wastewater spills in the Biscayne Bay. The new 16-inch force main also provided the Village with an opportunity to establish some redundancy with the existing 12-inch force main. The Village understood the age and condition of the existing 12-inch force was severely deteriorated, but proceeded with placing the utility out of service in an attempt to prolong the useful life of the utility. While placing the 12-inch force main out of service, additional breaks occurred during the cleaning process. The pipe was also used on one occasion as a backup, and failed again. As a result, the Village would like to explore the feasibility of rehabilitating the original 12-inch force main to establish a true redundant system. As part of the 2006-2007 design process associated with the new 16-inch force main installed to the west, a route evaluation study was completed. It was determined in that study that the alternative of installing a new subaqueous line to the east through Biscayne Bay was not environmentally feasible and installing a new force main to the east through Normandy Isles would not be approved by the City of Miami Beach. As a result, this scope of services is limited to researching rehabilitation options, developing associated cost estimates, and reviewing permitting constraints associated with the existing 12-inch force main in the current location. This scope of work does not include research associated with replacing or installing a new force main to the east. If the VILLAGE would like the CONSULTANT to reevaluate the conclusions determined in the 2006-2007 route evaluation report, a separate proposal can be provided for those services.

Based on the outcome of the analysis, a separate scope of services will be provided to proceed with additional services such as field survey, geotechnical reports, hydraulic analysis, force main rehabilitation, permitting, stakeholder coordination, construction documents, and post design services.

The project will include the following tasks:

1. Develop Rehabilitation Options
2. Investigate Permitting Requirements
3. Technical Memorandum

Agenda Item 10B

Exhibit "2"

Scope of Services

SCOPE OF SERVICES

The scope of services will be completed by KHA and the following task will be performed in close coordination with VILLAGE staff.

Task 1 – Develop Rehabilitation Options

The CONSULTANT will review available 12" force main plans and associated information. The CONSULTANT will perform one (1) site visit to evaluate existing conditions and configurations of the existing utility. Specific components that will be evaluated include existing connection points and potential rehabilitation constraints.

The CONSULTANT will research force main rehabilitation options such as force main lining and will coordinate with at least two lining companies to discuss project approaches. As discussed above, this scope of work does not include researching pipe replacement options such as directional drill or open cut. This task will include initial research and analysis to determine the feasibility of rehabilitating the force main, but does not include actual design or bid document development at this time.

Task 1 will be completed within 4 weeks of authorization to proceed.

Task 2 – Investigate Permitting Requirements

The CONSULTANT will meet or coordinate with both the Miami-Dade County Department of Regulatory and Economic Resources (DRER) and the Florida Department of Environmental Protection (FDEP) to discuss permitting requirements associated with the rehabilitation processes developed in Task 1. The intent is to discuss and determine the required permitting processes and potential permitting impacts.

As part of this Task, the CONSULTANT shall attend one (1) meeting with VILLAGE staff to discuss rehabilitation options, project permitting, and possible permitting impacts on the rehabilitation process. The intent is to select a proposed rehabilitation approach to move forward with the analysis.

Task 2 will be completed within 6 weeks of completion of Task 1, but subject to coordination with the permitting agencies.

Task 3 - Technical Memorandum

The CONSULTANT will prepare the Technical Memorandum to summarize the information developed in Tasks 1 and 2 and develop a rehabilitation approach for use by the VILLAGE. The

Agenda Item 10B

memorandum will also discuss the previous research associated with force main replacement not being a feasible option. The memorandum will include a plan view only of the existing force main utilizing aerials. The aerial will not be a detailed design, but is instead intended to illustrate the proposed rehabilitation approach. The CONSULTANT will develop an associated opinion of probable construction cost and a preliminary schedule that will outline the design, permitting, and construction phase.

The opinion of cost will be budgetary in nature based on the preliminary level of design and will include estimated engineering fees for design development, construction documents, permitting, bidding, and construction phase services.

As part of this Task, the CONSULTANT shall attend one (1) meeting with VILLAGE staff to finalize the Technical Memorandum.

Task 3 will be completed within 8 weeks from completion of Task 2.

Task 4 - Additional Services

The following services are not included in the scope of services, but can be provided as additional services if authorized by the VILLAGE:

1. Force main design/hydraulic analysis
2. Construction documents/Technical specifications
3. Coordination with stakeholders/Land acquisition/Utility easements
4. Project permitting
5. Field survey/Geotechnical report
6. Existing force main material analysis
7. Bidding assistance or construction phase services
8. Commission/Public presentation

Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

Technical Memorandum with preliminary opinion of probable cost and schedule. Three (3) hard copies and an electronic PDF will be provided.

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed. Each task description above includes an estimated project duration.

Agenda Item 10B

Exhibit "3"

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of **\$23,800.00**. The following is a breakdown of the lump sum fee for reference:

Task	Description	Labor Fee
1	Develop Rehabilitation Options	\$7,600.00
2	Investigate Permitting Requirements	\$6,400.00
3	Technical Memorandum	\$9,800.00
TOTAL LUMP SUM FEE.....		\$23,800.00

Agenda Item 10C



North Bay Village

Administrative Offices

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

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

www.nbvillage.com

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: April 10, 2018

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

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

A handwritten signature in black ink, appearing to read "Martell", is written over the printed name of the Village Manager.

PRESENTED BY: Diego Lopez, Acting Director of Public Works

SUBJECT: Kimley-Horn & Associates, Inc. – Work Authorization No. 18-03 –
Wastewater Controls and System Analysis

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the Village Manager to execute the attached Kimley-Horn and Associates, Inc., proposed Work Authorization No. 18-03, entitled Wastewater Controls and System Analysis for a lump sum amount of \$19,800.00.

BACKGROUND:

The Village requested Kimley-Horn and Associates, Inc. (KH), to submit a proposal to evaluate the existing wastewater pumping and controls system for improved performance and efficiency. The objective is to analyze the existing pump station control and electrical systems at the Village's four wastewater pump stations and evaluate controls equipment for age, condition, code compliance, and operating parameters so that a rehabilitation/replacement approach can be developed that will increase system efficiency and reduce system maintenance.

Agenda Item 10C

KH as the Engineer of Record for the Village has submitted the attached proposal to perform an analysis of the Wastewater Controls and System to include the following Scope of Services: Site Visit/Field Coordination, Preliminary Design, and Technical Memorandum for a lump sum payment of \$19,800.00. This analysis is essential to enable the Administration to make recommendations to the Village Commission on how to move forward to address the concerns dealing with the efficiency and performance of the wastewater pump stations control and electrical systems.

FINANCIAL IMPACT:

The funds to cover this analysis are available through the Sewer Improvement Trust Fund.

PERSONNEL IMPACT:

None.

CONTACT:

Diego Lopez, P.E., Acting Public Works Director

Agenda Item 10C



North Bay Village

Administrative Offices


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

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

MEMORANDUM North Bay Village

DATE: March 29, 2018

TO: Yvonne P. Hamilton, CMC
Village Clerk

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

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-03) FOR WASTEWATER CONTROLS AND SYSTEM ANALYSIS FOR A LUMP SUM AMOUNT OF \$19,800; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MDM:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alva

Commissioner
Laura Castagna

Commissioner
L. J. ...

Agenda Item 10C

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-03) FOR WASTEWATER CONTROLS AND SYSTEM ANALYSIS FOR A LUMP SUM AMOUNT OF \$19,800; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

WHEREAS, North Bay Village retained the services of Kimley-Horn and Associates, Inc. (“Kimley-Horn”) to provide professional engineering services to the Village pursuant to a Continuing Services Agreement dated April 11, 2006; and

WHEREAS, Village requested Kimley-Horn & Associates, Inc. evaluate the existing wastewater pumping and controls system for improved performance and efficiency; and

WHEREAS, Kimley-Horn & Associates, Inc. submitted a proposal for the scope of services and tasks to be provided, which include Site Visit/Field Coordination, Preliminary Design, and Technical Memorandum, for a lump sum payment of \$19,800.00.

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 the Project Agreement. Project Agreement No. 18-03 between North Bay Village and Kimley-Horn & Associates, Inc., attached hereto as Exhibit 1, to provide Construction Phase Services, which include the following tasks: Site Visit/Field Coordination, Preliminary Design, and Technical Memorandum for a lump sum payment not to exceed \$19,800.00, is here by approved.

Section 3. Authorization of Village Officials. The Village Manager and/or her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

Agenda Item 10C

Section 4. Execution of the Project Agreement. The Village Manager is authorized to execute the Project Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Project Agreement, subject to the approval as to form and legality by the Village Attorney.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 10th day of April 2018.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Norman C. Powell, Esq.
Village Attorney

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 18-03

Wastewater Controls and System Analysis

Agenda Item 10C

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 18-03

Wastewater Controls and System Analysis

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide professional services associated with evaluating the VILLAGE's existing wastewater controls and pumping systems to provide rehabilitation recommendations as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

Agenda Item 10C

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed one hundred fifty (150) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of **\$19,800.00**. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

Agenda Item 10C

4.2 **Reimbursables.** It is acknowledged and agreed to by the CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse the CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon the CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

Agenda Item 10C

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>Stefano Viola</u>	<u>Professional Engineer</u>
<u>Josh Cockriel</u>	<u>Engineer</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Casey Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Agenda Item 10C

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its _____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate, duly authorized officer to execute same.

ATTEST:

NORTH BAY VILLAGE

Village Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

Village Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

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

Print Name

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Agenda Item 10C

Exhibit "1"

Project Description

The CONSULTANT is pleased to submit this proposal to evaluate the VILLAGE's existing wastewater pumping and controls system for improved performance and efficiency. The project objective is to analyze the existing pump station control and electrical systems at the VILLAGE's four (4) wastewater pump stations (Main, Village Hall, Hispanola Avenue, and South Treasure Drive). The intent is to evaluate controls equipment for age, condition, code compliance, and operating parameters so that a rehabilitation/replacement approach can be developed that will increase system efficiency and reduce system maintenance. In addition, the CONSULTANT will evaluate the current wastewater system flow patterns, connection points, and operations as they relate to the VILLAGE's new force main system that pumps to the west.

This scope of work includes researching rehabilitation options, developing preliminary designs, preparing associated cost estimates, and reviewing permitting requirements. Based on the outcome of the analysis, a Technical Memorandum summarizing the information and providing rehabilitation recommendations will be provided. Once rehabilitation recommendations are finalized and approved, a separate proposal will be provided to proceed with additional services such as wastewater controls and system design, hydraulic analysis, permitting, construction documents, and post design services.

This project will include the following tasks:

1. Site Visit/Field Coordination
2. Preliminary Design
3. Technical Memorandum

Agenda Item 10C

Exhibit "2"

Scope of Services

SCOPE OF SERVICES

The scope of services will be completed by the CONSULTANT and our electrical subconsultant Bailey Engineering Consultants (BEC) and the following task will be performed in close coordination with VILLAGE staff:

Task 1 – Site Visit/Field Investigation

- 1.1 This task will include one site visit to obtain pump station controls and site information, observe existing pump station operation, electrical configuration, control panels, control system components, and electrical service information at the VILLAGE's four (4) wastewater pump stations. The VILLAGE will provide the CONSULTANT with available pump station operating data such as pump flow, system pressure, wet well operating levels, operating cycles, and motor amperage for each station. The CONSULTANT will also request VILLAGE employee input as part of the field data collection process to better understand current system operation.
- 1.2 The existing control panels and associated control system will be evaluated in terms of present operational problems, redundancy, Class 1 Division 2 compliance, and provisions for a future VILLAGE wide SCADA system. This scope of work does not include an evaluation of the VILLAGE's 400 amp main service to the Main Wastewater Pump Station or the 250 KW standby generator. Those components are anticipated to remain in place as part of this project and can be reviewed as an additional service.
- 1.3 The CONSULTANT will attend one (1) meeting with the VILLAGE to discuss preliminary rehabilitation options.

Task 1 will be completed within 4 weeks of authorization to proceed.

Task 2 – Preliminary Design

- 2.1 Based on the information developed in Task 1, the CONSULTANT will develop a proposed rehabilitation/replacement approach for the VILLAGE's wastewater control system, associated SCADA system, and electrical services. The rehabilitation approach will address the controls and Motor Control Center (MCC) at the Main Wastewater Pump Station and control panel replacement and/or modifications at the Village Hall, Hispanola Avenue, and South Treasure Drive pump stations. This task is limited to a preliminary design so that proposed improvements and associated costs can be provided as part of the rehabilitation recommendations. This task does not include development of design drawings.

Agenda Item 10C

- 2.2 Separate from the controls analysis, the CONSULTANT will review the VILLAGE's Hispanola Avenue and South Treasure Drive pump stations as it relates to their current flow patterns. The intent is to review options, improvements, and impacts to the VILLAGE's wastewater pumping system if those stations were to be directly connected to the new force main system. This task is not an operational or mechanical evaluation of the VILLAGE'S pump stations, but an evaluation of the modifications required to connect these two (2) stations to the new force main and the resulting benefits/impacts to the VILLAGE's wastewater system. The Main Wastewater Pump Station and the Village Hall Pump Station are directly connected to the new force main. This task is limited to a preliminary design so that proposed improvements and associated costs can be provided as part of the improvement recommendations. This task does not include development of design drawings.
- 2.3 The CONSULTANT will attend one (1) meeting with the VILLAGE to further discuss the preliminary rehabilitation options.

Task 2 will be completed within 4 weeks of authorization to proceed.

Task 3 - Technical Memorandum

- 3.1 The CONSULTANT will prepare the Technical Memorandum to summarize the information developed in Tasks 1 and 2 and develop a wastewater controls and system rehabilitation approach for use by the VILLAGE. The CONSULTANT will develop an associated opinion of probable construction cost and a preliminary schedule that will outline the design, permitting, and construction phase.
- 3.2 The opinion of cost will be budgetary in nature based on the preliminary level of design and will include estimated engineering fees for design development, construction documents, permitting, bidding, and construction phase services.
- 3.3 As part of this Task, the CONSULTANT shall attend one (1) meeting with VILLAGE staff to finalize the Technical Memorandum.

Task 3 will be completed within 4 weeks from completion of Task 2.

Task 4 - Additional Services

The following services are not included in the scope of services, but can be provided as additional services if authorized by the VILLAGE:

1. Construction documents/Technical specifications
2. Pump station mechanical design/hydraulic analysis
3. Control system/SCADA system design
4. Project permitting
5. Field survey/Geotechnical report

Agenda Item 10C

6. Bidding assistance or construction phase services
7. Commission/Public presentation

Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

Technical Memorandum with preliminary opinion of probable cost and schedule. Three (3) hard copies and an electronic PDF will be provided.

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed. Each task description above includes an estimated project duration.

Agenda Item 10C

Exhibit "3"

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of **\$19,800.00**. The following is a breakdown of the lump sum fee for reference:

Task	Description	Labor Fee
1	Site Visit/Field Investigation	\$5,200.00
2	Preliminary Design	\$7,400.00
3	Technical Memorandum	\$7,200.00
TOTAL LUMP SUM FEE.....		\$19,800.00

Agenda Item 10D



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

NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM

DATE: April 10, 2018
TO: Mayor Connie Leon-Kreps
Vice Mayor Andreana Jackson
Commissioner Jose R. Alvarez
Commissioner Laura Cattabriga
Commissioner Eddie Lim

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

PRESENTED BY: Diego Lopez, Acting Public Works Director

SUBJECT: Kimley-Horn & Associates, Inc. – Work Authorization No. 18-05 –
Additional Construction Phase Services – Water Main Rehabilitation
Program

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the Village Manager to execute the attached Kimley-Horn and Associates, Inc., proposed Work Authorization No. 18-05 entitled “Water Main Rehabilitation Program – Additional Construction Phase Services” for a lump sum amount of \$97,800.00.

BACKGROUND:

The Water Main Rehabilitation Project has been on-going since awarded by the Village Commission under Resolution No. 2017-29 on March 14, 2017, to ROHL Networks, LP., in the amount of \$3,865,148.00. Subsequent to that Award, the Village Manager was authorized to execute Kimley-Horn and Associates, Inc. (KH), Work Authorization No. 17-01 entitled Water Main Rehabilitation Program – Construction Phase Services in an amount of \$307,200.00. At that time, it was anticipated that the project would be completed in a period of time not to exceed 330 days. Based on identifying additional water main deficiencies and rehabilitation work, the project did not meet its Completion Date of February 27, 2018. Therefore, it is necessary to extend the Work Authorization to KH to coincide with the new Completion Date of September 24, 2018. KH has provided the attached proposal to cover their continued work in conjunction with the Contractor until the anticipated completion date.

Agenda Item 10D

These services are essential to enable the Village to stay in compliance with the State Revolving Loan Fund Agreement for this project, and to ensure that the Village obtains optimum performance and compliance with the awarded construction contract.

FINANCIAL IMPACT:

The State Revolving Loan Fund Program has sufficient funds remaining in the engineering and inspection services portion of the loan agreement. This will not cause the loan to exceed the overall \$4,651,056.00 commitment.

PERSONNEL IMPACT:

None. This Continued Work Authorization will provide required services that the Village Public Works Department and Finance Staff are unable to perform.

CONTACT:

Diego Lopez, P.E., Acting Public Works Director

Agenda Item 10D



North Bay Village

Administrative Offices

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

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

MEMORANDUM
North Bay Village

DATE: March 29, 2018
TO: Yvonne P. Hamilton, CMC
Village Clerk
FROM: Marlen D. Martell, MPA, CFM *MDM*
Village Manager
SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-05) FOR ADDITIONAL CONSTRUCTION PHASE SERVICES FOR THE WATER MAIN REHABILITATION PROGRAM FOR A LUMP SUM COST OF \$97,800; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MDM:yph

Agenda Item 10D

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-05) FOR ADDITIONAL CONSTRUCTION PHASE SERVICES FOR THE WATER MAIN REHABILITATION PROGRAM FOR A LUMP SUM COST OF \$97,800; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

WHEREAS, North Bay Village (the “Village ”) has retained the services of Kimley-Horn and Associates, Inc. (“Kimley-Horn”) to provide professional engineering services to the Village pursuant to a Continuing Services Agreement dated April 11, 2006; and

WHEREAS, the Village Commission authorized Work Authorization 17-01 with Kimley-Horn & Associates, Inc. on March 14, 2017, to provide professional engineering services to oversee the construction services for the Water Main Rehabilitation Program, to include, but not limited to progress meetings, program evaluation, public involvement assistance, resident project representative, show drawing review, contract clarification, review of pay applications, coordination with SRF Program, and project certification and close out; and

WHEREAS, it was anticipated the project would be completed by February 27, 2018; and

WHEREAS, additional water main deficiencies and rehabilitation work were identified as part of the project evaluation phase, which extended the Completion Date of the project to September 24, 2018; and

WHEREAS, it is necessary to extend Kimley-Horn Work Authorization for the company to continue to providing construction phase services through the extended completion date; and

Agenda Item 10D

WHEREAS, Kimley-Horn has submitted Work Authorization No. 18-05 for the additional work, for a lump sum payment of \$97,800.

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

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

Section 2. Approval of the Project Agreement. Project Agreement No. 18-05 between North Bay Village and Kimley-Horn & Associates, Inc., attached hereto as Exhibit 1, to provide additional construction phase services for the Water Main Rehabilitation Program ,at amount not to exceed \$97,800 is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

Section 4. Execution of the Project Agreement. The Village Manager is authorized to execute the Project Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Project Agreement, subject to the approval as to form and legality by the Village Attorney.

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

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

FINAL VOTE AT ADOPTION:

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

Agenda Item 10D

PASSED AND ADOPTED this 10th day of April 2018.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Norman C. Powell, Esq.
Village Attorney

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 18-05

Water Main Rehabilitation Program
Additional Construction Phase Services

Agenda Item 10D

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 18-05

Water Main Rehabilitation Program
Additional Construction Phase Services

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT was previously authorized to develop a Facilities Plan and associated schematic Construction Documents associated with implementing the Village's Water Main Rehabilitation Program. The CONSULTANT completed the Facilities Plan and Construction Documents, and those documents have been approved for public advertisement/bidding through the State Revolving Fund (SRF) Program. A construction contract was awarded to a Contractor and the project is currently in construction. The CONSULTANT has been providing construction phase services to oversee the Contractor's work per Work Authorization 17-01 approved by the VILLAGE on March 14, 2017. Per Work Authorization 17-01, the contract duration for the CONSULTANT to provide construction phase services was through February 27, 2018. Based on identifying additional water main deficiencies and rehabilitation work as part of the project evaluation phase, the Contractor's construction contract has been extended through September 24, 2018. This Work Authorization 18-05 is for the CONSULTANT to continue providing construction phase services through that extended contract completion date. Additional information is provided in the "Project Description" attached as Exhibit "1."

Agenda Item 10D

1.2 The “Scope of Services” and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit “2.”

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

See “Scope of Services” as listed in Exhibit “2.”

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission

3.2 **Commencement.** The CONSULTANT’S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement (“Commencement Date”) provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed one hundred eighty (180) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

Agenda Item 10D

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$98,700.00. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by the CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse the CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon the CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

Agenda Item 10D

5.4 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any

Agenda Item 10D

reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>John Potts</u>	<u>Senior Engineer</u>
<u>Stefano Viola</u>	<u>Engineer</u>
<u>Luis Guerra</u>	<u>Inspector</u>
<u>Josh Cockriel</u>	<u>Engineer</u>
<u>Janet Delgado</u>	<u>Public Involvement</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Casie Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

Agenda Item 10D

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

(THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY)

Agenda Item 10D

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its _____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate, duly authorized officer to execute same.

ATTEST:

NORTH BAY VILLAGE

Village Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

Village Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

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

Print Name

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit "1"

Project Description

The CONSULTANT was previously authorized to develop a Facilities Plan and associated schematic Construction Documents associated with implementing the Village's Water Main Rehabilitation Program. The Facilities Plan was developed as a planning document to obtain funding through the State Revolving Fund (SRF) Program. The schematic Construction Documents included determining water leak locations throughout the water distribution system by means of an electronic leak detection device. With the water leaks detected, the CONSULTANT will work with the VILLAGE and the contractor to determine the sections of water main that will be rehabilitated. The project will also address repairing and replacing defective components of the water distribution system including water service connections, isolation valves, air release valves, and fire hydrants. Water system components such as fire hydrants and valves will be replaced based on visual observations or known operational issues. The CONSULTANT completed the Facilities Plan and Construction Documents, and those documents were approved for public advertisement/bidding through the SRF Program.

A construction contract has since been bid and awarded by the VILLAGE to a Contractor and the project is currently in construction. The CONSULTANT has been providing construction phase services to oversee the Contractor's work per Work Authorization 17-01 approved by the VILLAGE on March 14, 2017. The Construction Phase Services to date have included the following tasks:

1. Progress Meetings
2. Water Main Rehabilitation Program Evaluation
3. Public Involvement Assistance
4. Resident Project Representative (RPR)
5. Shop Drawing Review
6. Contract Clarification
7. Review of Pay Application
8. Coordination with SRF Program
9. Project Close-out

As discussed in Work Authorization 17-01, the CONSULTANT's fee was based on a contract duration of 330 days. After execution of the construction agreement between the VILLAGE and the Contractor, a pre-construction meeting was held on June 8, 2017 and the project began. Since that time, three (3) time extensions have been coordinated and approved based on identifying additional water main deficiencies and rehabilitation work as part of the project evaluation phase (Task 2). As a result of those time extensions, the Contractor's original completion date of March 5, 2018 was extended to September 24, 2018. Based on the June 8, 2017 construction start date and the CONSULTANT's contract duration of 330 days, the CONSULTANT's Work Authorization 17-01 will end May 4, 2018. This Work Authorization is for the CONSULTANT to continue providing Construction Phase Services through that extended contract completion date of September 24, 2018. The additional Construction Phase

Agenda Item 10D

Services are only for required tasks and do not include additional fees for task that have been completed to date as indicated below:

1. Progress Meetings
2. Water Main Rehabilitation Program Evaluation – **No additional services**
3. Public Involvement Assistance
4. Resident Project Representative (RPR)
5. Shop Drawing Review – **No additional services**
6. Contract Clarification
7. Review of Pay Application
8. Coordination with SRF Program
9. Project Close-out – **No additional services**

The proposal is based on an additional contract duration of 150 days.

Agenda Item 10D

Exhibit “2”

Scope of Services

The professional services for this project will include the following:

Task 1 - Progress Meetings

The CONSULTANT shall attend weekly progress meetings (as scheduled by the CONSULTANT) with the Contractor(s) and VILLAGE to assess the project schedule and Contractor progress for the duration of the construction process.

Task 2 – Water Main Rehabilitation Program Evaluation

Completion of this Task is included in the original Work Authorization 17-01. No additional services are required or requested.

Task 3 - Public Involvement Assistance

The CONSULTANT will continue to provide public involvement program assistance by interacting with the community throughout the construction process, addressing resident concerns, developing and coordinating project schedule updates through the use of project flyers, e-mail, and the VILLAGE’s webpage. The CONSULTANT will continue to attend Village Commission meetings as needed.

Task 4 - Resident Project Representative (RPR)

A Resident Project Representative (“RPR”) shall be furnished by the CONSULTANT and shall act as directed by the CONSULTANT in order to assist the CONSULTANT in observing performance of the work of the Contractor(s).

The RPR shall perform construction related tasks and visit the site daily for up to 4 hours during the additional 5 month construction duration to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the “Contract Documents”). The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR’s efforts will be directed toward providing the VILLAGE with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the CONSULTANT shall keep the VILLAGE informed of the progress of the work, shall endeavor to protect the VILLAGE against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents.

Agenda Item 10D

The CONSULTANT shall perform the observations in accordance with the standard of care of the profession at the time of service.

The RPR shall prepare and submit reports to the CONSULTANT of the field visits describing the general working conditions, areas of construction activity, tests performed, and special and unusual events. The CONSULTANT will provide those reports to the VILLAGE.

Task 5 - Shop Drawing Review

Completion of this Task is included in the original Work Authorization 17-01. No additional services are required or requested.

Task 6 - Contract Clarification

The CONSULTANT shall issue the VILLAGE's instructions to Contractor(s), as well as issue interpretations and clarifications of the plans and specifications in connection therewith and review change orders as required.

Task 7 - Review of Pay Application

Based on the CONSULTANT's on-site observations and upon review of applications for payment and the accompanying data and schedules, the CONSULTANT shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to the VILLAGE based on such observations and review that the work has progressed to the point indicated and that, to the best of the CONSULTANT's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents (subject to any qualifications stated in the CONSULTANT's recommendations), and that payment of the amount recommended is due to Contractor(s).

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Agenda Item 10D

Task 8 – Coordinate with SRF Program

The CONSULTANT will assist the VILLAGE with Engineer of Record documentation associated with reimbursement request packages through the SRF Program. The VILLAGE will be responsible for preparing and submitting the reimbursement packages. The CONSULTANT will provide the EOR forms associated with each package.

Task 9 - Project Certification and Close-out

Completion of this Task is included in the original Work Authorization 17-01. No additional services are required or requested.

Task 10 - Additional Services

- 10.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
- Hydraulic analysis of the VILLAGE’s water distribution system for operational improvements.
 - Environmental and Building Department project permitting/permitting close out.
 - Field survey work.
 - Additional Construction Phase Services if needed beyond the contract duration of 150 days.
- 10.2 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- A. Progress meeting minutes
- B. Field reports
- C. Florida Department of Health Clearance Packages

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Agenda Item 10D

Exhibit "3"

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of \$98,700.00. The following is a breakdown of the lump sum fee for reference:

Task	Description	Labor Fee
1	Progress Meetings	\$20,700.00
2	Water Main Rehabilitation Program Evaluation	NA
3	Public Involvement Assistance	\$13,700.00
4	Resident Project Representative (RPR)	\$48,100.00
5	Shop Drawing Review	NA
6	Contract Clarification	\$3,800.00
7	Review of Pay Applications	\$8,400.00
8	Coordination with SRF Program	\$4,000.00
9	Project Certification and Close-out	NA
TOTAL LUM SUM FEE		\$98,700.00

Agenda Item 10E



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: April 10, 2018

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

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

PRESENTED BY: Bert Wrains, Finance Director

SUBJECT: Financing for the Purchase of Sakura Property

BACKGROUND:

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

The purchase of this property was reviewed by the Village's Citizens Budget and Oversight Board, and they had recommended the property be purchased and proposed a portion of the property be developed as Village Hall and community building, and a portion be developed as retail or rentable office space. The specific design was to be developed along with the Village's current property at 7903 East Drive.

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

Mayor
Connie Leon-Kreps

Vice Mayor
Andreana Jackson

Commissioner
Jose Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 10E

CURRENT:

The Commission at the March 13, 2018 meeting authorized the Village Attorney to continue to negotiate with the property owner and attempt to reduce the price. The owner has agreed to a sale price of \$2,295,625.

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

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

PFM's report is attached, and they recommend the Village accept the fixed rate interest at 3.336% over the life of the loan. There is more market risk for the variable rate, which is currently at 2.662% variable.

FINANCIAL:

The Village will have to add this about \$100,000 for debt service and about \$145,000 in rental income. This should cover the debt service expense in the FY 2019 budget. The final Village Hall debt service will be based on the results of the GO Bond vote in 2018 or 2020. If this is approved as a GO debt for long term financing, it will be a separate Ad Valorem debt service millage on the annual tax bill.

PERSONNEL

None

Agenda Item 10E



North Bay Village

Administrative Offices


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

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

MEMORANDUM North Bay Village

DATE: April 2, 2018

TO: Yvonne P. Hamilton, CMC
Village Clerk

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

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SALE AND PURCHASE AGREEMENT WITH EQUITY ONE (FLORIDA PORTFOLIO) LLC FOR AQUISION OF THE PROPERTY LOCATED AT 1335 N.E. 79TH STREET CAUSEWAY WITHIN THE VILLAGE, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND ASSOCIATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

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

MDM:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Suarez

Commissioner
Laura Conalunga

Commissioner
John E. H.

Agenda Item 10E

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SALE AND PURCHASE AGREEMENT WITH EQUITY ONE (FLORIDA PORTFOLIO) LLC FOR AQUISION OF THE PROPERTY LOCATED AT 1335 N.E. 79TH STREET CAUSEWAY WITHIN THE VILLAGE, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND ASSOCIATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN MARTELL)

WHEREAS, The Village currently has an option to purchase the real property located at 1335 N.E. 79th Street Causeway within the Village; and

WHEREAS, the Village desires to enter into a Sale and Purchase agreement with Equity One (Florida Portfolio) LLC to acquire the property.

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 Agreement. The Commission hereby approves the Sale and Purchase Agreement in substantially the form attached hereto as "Exhibit 1".

Section 3. Authorization of Village Officials. The Village Manager and the Village Attorney are authorized to take all actions necessary to perform the Village's obligations under the Sale and Purchase Agreement as a whole, including without limitation execution of any documents to which the Village is a party referenced in or attached to the Purchase Agreement, and any deed or other documents necessary to acquire the Property from the Seller, all as described in the Purchase Agreement.

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:

Agenda Item 10E

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this ___ day of April 2018.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton
Village Clerk

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

Norman C. Powell, Esq.
Village Attorney

Agenda Item 10E

AGREEMENT FOR SALE AND PURCHASE

Street Address: 1335 N.E. 79th Street Causeway
North Bay Village, FL 33141-4001

Folio Nos.: 23-3209-001-0060
23-3209-001-0061

This Agreement for Sale and Purchase (the "Agreement") is entered into as of the _____ day of _____, 2018 by and between **NORTH BAY VILLAGE**, a political subdivision of the State of Florida, hereinafter referred to as "Buyer," whose Post Office Address is 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141, and **EQUITY ONE (FLORIDA PORTFOLIO) LLC**, a Florida limited liability company, hereinafter referred to as "Seller", whose Post Office Address is One Independent Drive, Suite 114, Jacksonville, FL 32202.

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

1. **REALTY.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller that certain real property, located in Miami-Dade County, Florida, which real property is legally and more specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, together with all tenements, hereditaments, privileges, servitudes, rights of reverter, and other rights appurtenant to said real property owned by Seller, if any, and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the real property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights as same may apply to and benefit the real property, if any (collectively, the "Real Property").

2. PURCHASE PRICE AND PAYMENT.

2.1 **PURCHASE PRICE.** Buyer agrees to pay a purchase price for the Real Property of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00) (the "Purchase Price").

2.3 **ADJUSTMENTS TO PURCHASE PRICE.** The Purchase Price to be paid at closing shall be subject to the adjustments, reductions (if any), and prorations provided for in this Agreement and will be paid at closing by wire transfer of U.S. funds for the Real Property referenced above. Any reductions in the Purchase Price shall be agreed upon between Buyer and Seller prior to the end of the Inspection Period, hereinafter defined. In the event the parties cannot agree upon the total reduction in the Purchase Price, then this Agreement shall be automatically terminated. If Seller shall be unable to convey title to the Real Property according to the provisions of this Agreement, Buyer may: (i) elect to accept such title that Seller may be able to convey, without a reduction in Purchase Price; or (ii) terminate this Agreement. Upon such termination, this Agreement shall be null and void and the parties hereto shall be relieved of all further obligation and liability, and neither party shall have any further claims against the other.

3. **INTEREST CONVEYED.** Seller is the record owner of the fee simple title to the Real Property and agrees to convey title to the Real Property by Special Warranty Deed in substantially the form attached hereto as Exhibit "B", in accordance with Seller's Title Response Letter, hereinafter

Agenda Item 10E

defined.

4. **AD VALOREM TAXES.** Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. Therefore, if applicable, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of closing and any delinquent taxes in escrow with the Miami-Dade County Tax Collector.

5. **TITLE INSURANCE.** Buyer may, at its expense, **within thirty (30) days of the Effective Date of this Agreement, the foregoing thirty (30) day period shall be referred to herein as the "Inspection Period"**, obtain a title insurance commitment (the "Title Insurance Commitment") and furnish a copy to the Seller. Buyer shall have ten (10) business days from receipt of the Title Insurance Commitment and Survey, hereinafter defined, but in no event later than the end of the Inspection Period, to inspect said title documents and report defects, if any, in writing to the Seller (the "Title Objection Letter"). Any matter disclosed by the Title Insurance Commitment or by the Survey, which is not timely specified in the Title Objection Letter shall be deemed a "Permitted Exception". Seller shall have a period of ten (10) business days after receipt of Buyer's Title Objection Letter in which to elect in writing whether to cure such title and survey objections (the "Title Response Letter"); provided, however, that Seller shall not be obligated to cure or institute any litigation with respect thereto. If Seller elects to cure such title objections, Seller shall use reasonable efforts to cure such objections to title or survey by Closing. If Seller elects not to cure such title objection(s), within ten (10) business days after receipt of Seller's Title Response Letter, Buyer shall elect to (i) refuse to purchase the Real Property and terminate this Agreement; or (ii) waive such objection(s) and close the purchase of the Real Property, subject to the objection(s), and without reduction of the Purchase Price. In the event Buyer fails to deliver notice of its election to Seller, Buyer shall be deemed to have elected to waive such objection(s) and close the purchase of the Real Property subject to the objections. Buyer may at Buyer's expense obtain an owner's title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the Purchase Price. In addition, the policy shall insure title to the Real Property for the period between closing and recording of the Special Warranty Deed.

6. **INSPECTIONS/HAZARDOUS MATERIALS.** During the Inspection Period Buyer shall, at Buyer's sole cost and expense, obtain and furnish to Seller a copy of an environmental site assessment of the Real Property. Furthermore, prior to the end of the Inspection Period Buyer may obtain a Letter of Current Enforcement Status of the Real Property by the Miami-Dade County Department of Regulatory and Economic Resources (DRER) and conduct a review of the environmental site assessment as required or recommended by DRER to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Real Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. The term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste, it shall also include solid waste or debris of any kind. Should such inspections show defects to the Real Property, including the presence of hazardous material and/or excessive development cost, which Buyer is unable or unwilling to accept, Buyer may elect to terminate its processing of this Agreement by giving Seller written notice prior to the expiration of the Inspection Period, and both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Seller in its sole discretion elects in writing to repair such defects to Buyer's satisfaction. If Seller agrees to repair such defects by Closing but is unable or unwilling to repair such defects to Buyer's satisfaction prior to Closing, Buyer may waive all such defects and proceed to closing at Buyer's option with no adjustment to the Purchase Price, such option to be exercised in writing within fifteen (15) days of Seller's notice to Buyer that Seller is unable or unwilling to repair such defects. If Buyer does not waive such defects, this Agreement shall terminate as above set forth. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Real Property, Buyer or Seller may elect to terminate this Agreement within fifteen (15) days of receipt of such Letter or testing

Agenda Item 10E

reports, but in no event later than fifteen (15) days after the end of the Inspection Period, by giving written notice to the other party, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof.

7. **SURVEY.** Buyer shall, at Buyer's sole cost and expense and prior to the expiration of the Inspection Period, procure a current, certified boundary survey of the Real Property prepared by a professional land surveyor licensed by the State of Florida (the "Survey"). The Survey shall be certified to the Buyer and the title company. The date of certification shall be within sixty (60) days before the closing date, unless this sixty (60) day time period is waived by Buyer and by the title company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The Survey shall contain a certification of the number of square feet and calculated acreage contained in the Real Property, less any dedicated right of way thereon. If the Survey shows any encroachment on the Real Property or that any improvements on the Real Property encroach on the land of others, Buyer may object to such matters as a title defect in accordance with Section 5 of the Agreement. The legal description in the Survey shall be subject to Seller's and Buyer's approval.

8. **RIGHT TO ENTER REAL PROPERTY.** Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon purposes in connection with this transaction, including the environmental testing referenced in Section 6 of this Agreement, provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents subject to all limitations of Section 768.28, Florida Statutes. Buyer's indemnity and insurance obligations set forth herein shall survive the closing or early termination hereof. Buyer may in the course of such entry make any invasive tests, alterations or improvements to the Real Property owned by Seller, with the express written consent of Seller, which consent may not be unreasonably withheld. Notwithstanding the foregoing, prior to any entry upon the Real Property by Buyer's contractor or any of its agents, Buyer shall provide Seller with an insurance certificate from its contractor and/or agents reflecting liability insurance coverage of not less than \$1,000,000 and naming Seller as an additional insured. The Buyer, at its sole option, may extend the Inspection Period for one period of an additional Thirty (30) Days if based upon the results of the testing, additional testing is warranted, which election shall be made by written notice to Seller prior to the end of the Inspection Period. If Closing does not occur, Buyer shall repair and restore the Real Property to the condition existing prior to any test or construction on the site.

Within the Inspection Period, Buyer may elect to terminate this Agreement, which election shall be made by notice to Seller. If such notice to terminate is timely given, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder, except any which expressly survive termination (such as, by way of example, the indemnification provisions within this Section) shall terminate. Buyer shall return to Seller the materials and information furnished to Buyer by Seller. Failure to provide notice of termination by the end of the Inspection Period shall be deemed to be an election to proceed with this Agreement to closing.

9. **TENANCIES.** Seller further warrants and represents that no person is living on or occupying the Real Property, that there is no tenant in possession of the Real Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Real Property.

10. **PRORATIONS.** In addition to proration of taxes as provided in Section 4 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any, and all revenue, if any, shall be prorated to the day prior to closing.

11. **LIENS.** All liens of record, as well as county liens and special assessments, if any, except

Agenda Item 10E

North Bay Village Code Enforcement liens, shall be paid in full at or before closing by the Seller. All North Bay Village Code Enforcement Liens shall be deemed satisfied at closing, and Seller shall not be required to pay such North Bay Village Code Enforcement Liens at closing. If a pending lien has been filed against the Real Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller.

12. CLOSING. The closing agent for this transaction shall be the Law Office of Norman C. Powell, 1666 J. F. Kennedy Causeway, Suite 420, North Bay Village, Florida 33141. The closing of this transaction shall be completed within thirty (30) days after the end of the Inspection Period, unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date, time, and place of closing shall be set by upon agreement by Buyer and Seller.

13. TIME OF THE ESSENCE. Buyer and Seller mutually agree to fully and timely execute the following documents: (i) a Special Warranty Deed in the substantially attached form hereto as Exhibit "B"; (ii) an Owner's Affidavit in substantially the form attached hereto as Exhibit "C"; (iii) resolutions of Seller authorizing the transactions described herein; (iv) resolutions of Buyer authorizing the transactions described herein; (v) a Foreign Investors Real Property Tax Act (FIRPTA) certification and affidavit; and (vi) a settlement statement. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Buyer.

14. BROKERS. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Seller and Buyer represent to each other that neither Seller (in the case of Seller's representation) nor Buyer (in the case of Buyer's representation) has dealt with nor does it have any knowledge of any broker or other person who has or may have any claim against Seller, Buyer or the Real Property for a brokerage commission, finder's fee or like payment arising out of or in connection with this transaction. Seller shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent, which claims arise by through, or under Seller. Buyer shall hold Seller harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent, which claims arise by through, or under Buyer.

15. EXPENSES. Seller shall be responsible for recording fees on the Special Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Special Warranty Deed. Buyer shall be responsible for its due diligence costs and expenses, its title search fee, and the title premium.

16. LOSS. All risk of loss or damage to the Real Property by fire or other casualty, acts of God, shall be borne by Seller until transfer of title. If any such loss or damage to the Real Property occurs prior to closing, the closing shall occur without a reduction in the Purchase Price, and Seller shall be entitled to all insurance proceeds related to or arising from such loss or damage.

17. POSSESSION. Seller shall deliver possession of the Real Property and keys to all locks, if any, to the Buyer at closing.

Agenda Item 10E

18. BUYER'S DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE SPECIAL WARRANTY OF TITLE CONTAINED IN THE SPECIAL WARRANTY DEED TO BE DELIVERED IN ACCORDANCE WITH THIS AGREEMENT), COVENANTS OR AGREEMENTS OF ANY KIND OR CHARACTER REGARDING ANY ASPECT OF THE REAL PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE REAL PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE REAL PROPERTY, (C) THE SUITABILITY OF THE REAL PROPERTY FOR ANY ACTIVITY OR USE WHICH BUYER OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF THE REAL PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE REAL PROPERTY, (G) COMPLIANCE OF THE REAL PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE REAL PROPERTY OF HAZARDOUS MATERIALS, OR (H) THE COMPLIANCE OF THE FACILITIES ON THE REAL PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY OR ANY DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF BUYER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT REGARDING THE REAL PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN. BUYER ACKNOWLEDGES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE REAL PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE REAL PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, OTHER THAN INFORMATION EXPRESSLY REQUIRED TO BE PROVIDED BY SELLER HEREUNDER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE REAL PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS, WHERE-IS" BASIS WITH ALL FAULTS. THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE REAL PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. FURTHERMORE, EXCEPT FOR ANY CLAIM THE BUYER MAY HAVE AS A RESULT OF THE BREACH BY THE SELLER OF ANY EXPRESS REPRESENTATION OR WARRANTY OF SELLER SET FORTH HEREIN, BUYER DOES HEREBY RELEASE AND FOREVER DISCHARGE SELLER, ITS DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, LEGAL REPRESENTATIVES, AGENTS AND ASSIGNS, FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS AND DEMANDS FOR, UPON OR BY REASON OF ANY DAMAGE, LOSS OR INJURY WHICH HERETOFORE HAVE BEEN OR WHICH HEREAFTER MAY BE SUSTAINED BY BUYER RESULTING FROM OR ARISING OUT OF THE PRESENCE OF ANY HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION ON OR IN THE VICINITY OF THE REAL PROPERTY, INCLUDING THE SOIL AND/OR GROUNDWATER (HEREINAFTER REFERRED TO AS THE "CLAIMS"). THIS RELEASE APPLIES TO ALL SUCH CLAIMS WHETHER THE ACTIONS CAUSING THE PRESENCE OF HAZARDOUS MATERIALS ON OR IN THE VICINITY OF THE REAL PROPERTY OCCURRED BEFORE OR AFTER THE CLOSING. THIS RELEASE EXTENDS AND APPLIES TO, AND ALSO COVERS AND INCLUDES, ALL STATUTORY OR COMMON LAW CLAIMS THE BUYER MAY HAVE AGAINST THE SELLER. THE PROVISIONS OF ANY STATE, FEDERAL, OR LOCAL LAW

Agenda Item 10E

OR STATUTE PROVIDING IN SUBSTANCE THAT RELEASES SHALL NOT EXTEND TO CLAIMS, DEMANDS, INJURIES OR DAMAGES WHICH ARE UNKNOWN OR UNSUSPECTED TO EXIST AT THE TIME, TO THE PERSON EXECUTING SUCH RELEASE, ARE HEREBY EXPRESSLY WAIVED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

19. DEFAULT.

19.1 BREACH BY SELLER. In the event of a breach of Seller's covenants or warranties herein and the failure of Seller to cure such breach within the time provided for closing, Buyer may, at Buyer's election and as Buyer's sole and exclusive remedy do one of the following: (i) terminate this Agreement and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii) enforce this Agreement by suit for specific performance; or (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach.

19.2 BREACH BY BUYER. In the event of a breach of Buyer's covenants or warranties herein and the failure of Buyer to cure such breach within the time provided for closing, Seller's sole remedy shall be to terminate this Agreement, the parties shall have no further rights, claims, liabilities or obligations under this Agreement, except that Buyer's obligations under any indemnity or repair obligation shall survive such termination.

20. LITIGATION. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

21. SUCCESSORS IN INTEREST. This Agreement will inure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

22. GOVERNING LAW. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Agreement; proper venue thereof will be in Miami-Dade County.

23. INVALID PROVISIONS. In the event any term or provision of this Agreement is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Agreement in accordance with the clear intent of the parties.

24. RECORDING. This Agreement or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of North Bay Village Commission, Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

25. ASSIGNMENT. Neither this Agreement nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

26. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida.

Agenda Item 10E

Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

27. NOTICE. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service, or email transmission (followed promptly by personal service or mailing of a hard copy), at the addresses set forth below or at such other address as has been substituted by notice given in the manner required hereby.

As to Buyer: Bert Wrains, Interim Village Manager
North Bay Village
1666 Kennedy Causeway, #300
North Bay Village, FL 33141
Telephone: 305-756-7171
E-mail: bwrains@nbvillage.com

With a copy to: Norman C. Powell
Village Attorney
1666 J. F. Kennedy Causeway, Suite 420
North Bay Village, Florida 33141
Telephone: 786-275-6923
E-mail: npowell@nbvillage.com

As to Seller: Equity One (Florida Portfolio) LLC
Attention: Paul Maxwell
3001 PGA Blvd. Suite 202
Palm Beach Gardens, FL 33410
Telephone: 561/630-2324
E-mail: PaulMaxwell@regencycenters.com

With a copy to: Burr & Forman LLP
Attention: John R. (B.J.) Ibach, Esq.
50 North Laura Street, Suite 3000
Jacksonville, FL 32202
Telephone: 904/232-7225
E-mail: Bibach@burr.com

Any such notice or demand so secured, shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the facsimile transmission or email transmission.

28. AWARD OF AGREEMENT. Seller represents and warrants that it has not employed or retained any person employed by the Buyer to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the Buyer any fee, commission percentage, brokerage fee, or gift for the award of this Agreement.

29. CONFLICT OF INTEREST. The Seller covenants that no person under its employ who presently exercises any functions or responsibilities in connection with purchase and sale of the Real Property has any personal financial interest, direct or indirect, in this Agreement, except for the interest of the Seller in the sale of the Real Property. The Seller is aware of the conflict of interest laws of Miami-

Agenda Item 10E

Dade County, Florida (Miami-Dade County Code Section 2-11-1) and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of said laws and any future amendments, as well as all other federal or state laws or regulations applicable to the transaction that is the subject matter of this Agreement.

30. **WAIVERS.** No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to comply. All remedies, rights, undertaking, obligations and agreement contained herein shall be cumulative and not mutually exclusive.

31. **SURVIVAL OF REPRESENTATIONS/WARRANTIES.** The representations and warranties contained in this Agreement shall survive the Closing for a period of six (6) months and be enforceable by the respective parties.

32. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

33. **EFFECTIVENESS.** The effectiveness of this Agreement is contingent upon the approval of the Commission of North Bay Village ("Board"). The action of the Board in connection with the award or rejection of any contract rests within their sole discretion. The date of such approval of the Agreement by Buyer, as set forth above, is the Effective Date of this Agreement. Buyer represents and warrants that upon such approval, Buyer shall have the full power and authority to enter into and perform this Agreement in accordance with its terms, and the persons executing this Agreement on behalf of Buyer have been duly authorized to do so. If Board approval is not obtained by March 13, 2018, then this Agreement shall automatically be deemed withdrawn and shall be null and void.

34. **COUNTERPARTS, FURTHER INSTRUMENTS.** This Agreement may be executed in counterparts, and when so executed shall be deemed executed as one agreement. Seller and Buyer shall execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

[SIGNATURE PAGES FOLLOW]

Agenda Item 10E

IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Agreement as of the day and year above written.

ATTEST:

By: _____
Yvonne P. Hamilton,
Village Clerk

BUYER:
NORTH BAY VILLAGE

By: _____
Bert Wrains,
Interim Village Manager

Date: _____

Approved as to form and legal sufficiency:

Law Office of Norman C. Powell
Village Attorney

Agenda Item 10E

SELLER:

EQUITY ONE (FLORIDA PORTFOLIO) LLC, a Florida limited liability company

By: Regency Centers, L.P., a Delaware limited liability company

Its: Member

By: Regency Centers Corporation, a Florida corporation

Its: General Partner

By: _____

Name: _____

Title: _____

Date: _____

Witness

Print Name of Witness

Witness

Print Name of Witness

Agenda Item 10E

ADDENDUM

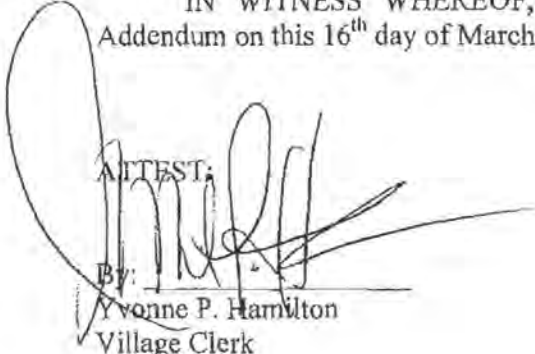
Addendum to Agreement For Sale And Purchase ("Agreement") between NORTH BAY VILLAGE, a political subdivision of the State of Florida ("Buyer"), whose post office address is 1666 J. F. Kennedy Causeway, Suite 300, North Bay Village, Florida 33141 and Equity One (Florida Portfolio), LLC, a Florida limited liability company ("Seller") concerning the sale and purchase of the Property located at 1335 N.E. 79th Street Causeway, North Bay Village, Florida 33141 ("Real Property").

The clauses in the Agreement referenced in this Addendum shall be amended and incorporated in the Agreement as follows:

1. Paragraph 2.1 PURCHASE PRICE. Buyer agrees to pay a purchase price for the Real Property of Two Million Two Hundred Ninety Five Thousand Six Hundred Twenty Five Dollars and 00/100 (\$2,295,625.00) (the "Purchase Price") Company.
2. Paragraph 33. EFFECTIVENESS. The effectiveness of this Agreement is contingent upon the approval of the North Bay Village Commission ("Board"). The action of the Board in connection with the award or rejection of any contract rests within their sole discretion. The date of such approval of the Agreement by Buyer as set forth above, is the Effective Date of this Agreement. Buyer represents and warrants that upon such approval, Buyer shall have the full power and authority to enter and perform this Agreement in accordance with its terms, and the persons executing this Agreement on behalf of Buyer have been duly authorized to do so. If Board approval is not obtained by May 8, 2018, then this Agreement shall automatically be deemed withdrawn and shall be null and void.
3. Electronic signatures shall be deemed original signatures for purposes of this Addendum and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.
4. All other terms of the Contract remain the same.


IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Addendum on this 16th day of March, 2018.

ATTEST:

By: 
Yvonne P. Hamilton
Village Clerk

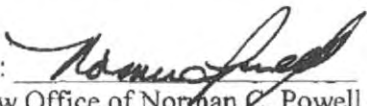
BUYER:

NORTH BAY VILLAGE

By: 
Bert Wrains,
Interim Village Manager

Agenda Item 10E

Approved as to form and legal sufficiency:

By: 
Law Office of Norman C. Powell,
Village Attorney

SELLER:


EQUITY ONE (FLORIDA PORTFOLIO) LLC, a
Florida limited liability company

By: Regency Centers, L.P., a Delaware limited
Liability company


Its: Member

By: Regency Centers Corporation,
Florida Corporation

Its: General Partner

By: 
Name: Paul Maxwell
Title: Vice President

Date: March 20, 2018


Witness

Lissette Bayra
Print Name


Witness

Alison Collins
Print Name

Agenda Item 10E

EXHIBIT "A"

DESCRIPTION OF PROPERTY ACQUISITION

(a) Legal Description:

All of Lot 2, HARBOR ISLAND, according to the Plat thereof as recorded in Plat Book [44](#), [Page 72](#), of the Public Records of Miami-Dade County, Florida, less the following:

Westerly portion of Lot 2, HARBOR ISLAND, according to the Plat thereof as recorded in Plat Book [44](#), [Page 72](#), of the Public Records of Miami-Dade County, Florida, and more particularly described as follows:

Beginning at the Southwest corner of said Lot 2; thence run North 88° 41' 24" East along the South line of said Lot 2, a distance of 100.00 feet to a point; thence run North 29° 28' 58" East a distance of 143.82 feet to a point on a curve and the Northeasterly boundary of said Lot 2; thence run Northwesterly along the Northeasterly line of said Lot 2 for an arc distance of 60.00 feet to the Northwest corner of said Lot 2; thence run South 36° 57' 09.2" West along the Northwesterly boundary of said Lot 2 a distance of 200.52 feet to the Point of Beginning.

Containing .77 acres, more or less.

(b) Street Address:

1335 N.E. 79th Street Causeway
North Bay Village, FL 33141-4001

Agenda Item 10E

EXHIBIT "B"

Form of Special Warranty Deed

PREPARED BY AND RETURN TO:

John R. Ibach, Esq.
Burr & Forman LLP
50 N. Laura Street, Suite 3000
Jacksonville, FL 32202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made, executed and delivered this _____ day of _____, 20____, between EQUITY ONE (FLORIDA PORTFOLIO) LLC, a Florida limited liability company ("Grantor"), whose address is One Independent Drive, Suite 114, Jacksonville, Florida 32202, and NORTH BAY VILLAGE, a political subdivision of the State of Florida ("Grantee"), whose address is 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and NO/100 Dollars and other good and valuable consideration, to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, sells and conveys with special warranty to Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of Miami-Dade, State of Florida to wit (the "Land"):

See Exhibit "A" attached hereto and by this reference made a part hereof.

together with all improvements, rights, alleys, ways, easements, privileges, tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the Land (collectively, the "Property"), subject to the following permitted exceptions (the "Permitted Exceptions"):

1. Real estate taxes for the current year and subsequent years;
2. Easements, covenants, conditions, restrictions and reservations of record affecting the Property, reference to which shall not operate to reimpose same; and
3. Matters which a current survey or careful inspection of the Land and any improvements thereon would reveal.

To have and to hold the Property in fee simple forever.

And Grantor, for itself and its successors and assigns, does hereby warrant the title to said Property, will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise, and will execute such further assurances thereof as may be requisite.

IN WITNESS WHEREOF, the said grantor has caused this instrument to be executed in its name by its duly authorized representative the day and year first above written.

Agenda Item 10E

Signed, sealed and delivered
in the presence of:

“GRANTOR”

EQUITY ONE (FLORIDA PORTFOLIO) LLC, a
Florida limited liability company

Print Name: _____

By: Regency Centers, L.P., a Delaware limited
partnership
Its: Member

Print Name: _____

By: Regency Centers Corporation,
a Florida corporation
Its: General Partner

By: _____
Name: _____
Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by _____, the _____ of Regency Centers Corporation, a Florida
corporation, in its capacity as the General Partner of Regency Centers, L.P., a Delaware limited
partnership, in its capacity as the Member of Equity One (Florida Portfolio) LLC, a Florida limited
liability company, on behalf of the corporation, partnership and company. He/she is personally known to
me or has produced _____ as identification.

Print Name: _____
Notary Public
Commission Expires: _____
Commission Number: _____

Agenda Item 10E

EXHIBIT "C"

Form of Owner's Affidavit

OWNER'S NO LIEN AND POSSESSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, this day personally appeared _____ ("Affiant"), who being by me first duly sworn, deposes and says:

1. Affiant has personal knowledge of the facts that are sworn to in this affidavit, and Affiant is fully authorized and qualified to make this affidavit.

2. Affiant is the _____ (the "Owner"), and is authorized to make this Affidavit on its behalf.

3. In accordance with Section 1445 of the Internal Revenue Code, as amended (the "Code") and under the penalties of perjury, Affiant makes the following statements:

(a) Owner's United States address is:

(b) Owner is not a "foreign person," as such term is defined in Section 1445(f) of the Code;

(c) Owner is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations;

(d) Owner's tax identification number is: _____; and

(e) Affiant understands that this Affidavit may be disclosed to the Internal Revenue Service.

4. The Owner is the owner of that certain real property located in _____, as more particularly described on Exhibit "A" attached hereto and by reference made a part hereof (the "Property").

5. Owner has not granted any reservations for State Road rights-of-way or for oil, gas or mineral rights within the Property, and to the best of Affiant's knowledge there exist no reservations for State Road rights-of-way or for oil, gas or mineral rights within the Property, other than as shown by the public records of _____.

6. There have been no improvements, alterations or repairs made by Owner to the Property within the past one hundred twenty (120) days for which the cost, or any part thereof, remain unpaid.

7. There are no construction liens against the Property, or any part thereof, which liens would have been created or incurred by virtue of an obligation of the Owner, and no contractor, subcontractor, laborer, or materialman, engineer, land engineer, surveyor or any other party entitled to a lien has any lien or right to lien against the Property, or any part thereof, by virtue of any unpaid obligation created or incurred by the Owner. No Notice of Commencement presently affecting the Property has been filed in the public records _____ or posted on the Property.

Agenda Item 10E

8. There are no claims, demands, contract rights, liens or judgments outstanding against the Property and the Owner is not indebted to anyone for the Property.

9. There are no easements or claims of easements on the Property not shown on the public records of _____.

10. There are no outstanding rights or claims of any parties in possession of the Property not shown on the public records of _____, and that there are no parties other than the Owner in possession of the Property.

11. There are no outstanding taxes or special assessments, which are not shown as existing liens by the public records of _____.

12. This Affidavit is made for the purpose of inducing Old Republic National Title Insurance Company to issue its policies of title insurance including endorsements and, if applicable, to eliminate certain standard exceptions. In addition, this Affidavit is made for the purpose of inducing Norman C. Powell to act as closing agent and then to disburse any funds held as closing agent. Affiant hereby indemnifies and agrees to save harmless Old Republic National Title Insurance Company and its agent against any damage or expense, including attorney fees, sustained as a result of any of the foregoing matters not being true and accurate.

(Remainder of Page Intentionally Left Blank)

Agenda Item 10E

Dated _____, 20__.

Affiant: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 20__, by _____, who is personally known to me or produced _____ as identification.

Printed Name: _____
Notary Public
Commission Expires: _____
Commission Number: _____

Agenda Item 10F

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PLAN OF FINANCE FOR THE PURCHASE OF THE PROPERTY LOCATED AT 1335 N.E. 79TH STREET CAUSEWAY WITHIN THE VILLAGE, APPROVING THE SERIES 2018 NOTE FROM PNC BANK; AUTHORIZING THE VILLAGE TO EXECUTE THE DOCUMENT AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN MARTELL)

WHEREAS, North Bay Village desires to finance the purchase of the Sakura property, located at 1335 Kennedy Causeway, North Bay Village, Florida to accommodate a municipal complex, including the Police Department, Fire Rescue, and Village Management; and

WHEREAS, The Village Financial Advisor, PFM Financial Advisors LLC (“PFM”), solicited proposals from various financial entities, and received five (5) quotes from prospective lenders; and

WHEREAS, PFM recommends the Village accept the PNC Bank proposal for bond proceeds of \$2,355,000, and structure the financing plan using the fixed-rate mode.

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 Financing. The Commission hereby authorizes the Village Manager to work with the Village’s Financial Advisor, PFM to secure a plan of financing for the \$2,355,000 to purchase the Sakura property at 1335 Kennedy Causeway, North Bay Village, Florida.

Section 3. Authorization of Village Officials. The Village Manager and the Village Attorney are authorized to take all actions necessary to move forward with the PNC Bank proposal, and structure the plan of financing using the fixed-rate mode.

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:

Agenda Item 10F

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this __ day of April 2018.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton
Village Clerk

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

Norman C. Powell, Esq.
Village Attorney

Agenda Item 10F



North Bay Village

Administrative Offices

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

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

MEMORANDUM North Bay Village

DATE: April 2, 2018

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Marlen D. Martell, MPA, CFM *MDM*
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 PLAN OF FINANCE FOR THE PURCHASE OF THE PROPERTY LOCATED AT 1335 N.E. 79TH STREET CAUSEWAY WITHIN THE VILLAGE, APPROVING THE SERIES 2018 NOTE FROM PNC BANK; AUTHORIZING THE VILLAGE TO EXECUTE THE DOCUMENT AND SETTING AN EFFECTIVE DATE.

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

MDM:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Gattobigio

Commissioner
Eddie Lim



Agenda Item 10F

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

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

March 1, 2018

Memorandum – Updated March 29, 2018

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

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

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

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

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

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



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

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

Update, 03/29/2018:

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

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

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

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

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

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



Agenda Item 10F

2018 North Bay Village Financing

March 1, 2018

Page 3 of 3

Dated Date **5/10/2018**
 Structure **Fixed Rate**
 Interest Rate **3.336%**

Dated Date **5/10/2018**
 Structure **Variable Rate**
 Interest Rate **1 Mo LIBOR + .80%**

Date	Principal	Coupon	Interest	Debt Service	Date	Principal	Coupon	Interest	Debt Service
7/1/2018	-	3.336%	11,130	11,130	7/1/2018	-	2.622%	8,748	8,748
1/1/2019	-	3.336%	39,281	39,281	1/1/2019	-	2.622%	30,874	30,874
7/1/2019	40,000	3.336%	39,281	79,281	7/1/2019	40,000	2.622%	30,874	70,874
1/1/2020	-	3.336%	38,614	38,614	1/1/2020	-	2.622%	30,350	30,350
7/1/2020	40,000	3.336%	38,614	78,614	7/1/2020	40,000	2.622%	30,350	70,350
1/1/2021	-	3.336%	37,947	37,947	1/1/2021	-	2.622%	29,825	29,825
7/1/2021	2,275,000	3.336%	37,947	2,312,947	7/1/2021	2,275,000	2.622%	29,825	2,304,825
Total	2,355,000		242,815	2,597,815	Total	2,355,000		190,846	2,545,846

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

Dated Date **5/10/2018**
 Structure **Fixed Rate**
 Interest Rate **3.336%**

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

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

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

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



Agenda Item 10F

SOURCES AND USES OF FUNDS

North Bay Village, Florida
Taxable Series 2018

—
Preliminary Numbers

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

Sources:

Bond Proceeds:	
Par Amount	2,355,000.00
	<hr/>
	2,355,000.00

Uses:

Project Fund Deposits:	
Project Fund	2,295,625.00
Delivery Date Expenses:	
Cost of Issuance	56,500.00
Other Uses of Funds:	
Additional Proceeds	2,875.00
	<hr/>
	2,355,000.00



Agenda Item 10F

BOND SUMMARY STATISTICS

North Bay Village, Florida
Taxable Series 2018

Preliminary Numbers

Dated Date	05/10/2018
Delivery Date	05/10/2018
First Coupon	07/01/2018
Last Maturity	07/01/2021
Arbitrage Yield	3.336957%
True Interest Cost (TIC)	3.336957%
Net Interest Cost (NIC)	3.336000%
All-In TIC	4.173091%
Average Coupon	3.336000%
Average Life (years)	3.091
Weighted Average Maturity (years)	3.091
Duration of Issue (years)	2.960
Par Amount	2,355,000.00
Bond Proceeds	2,355,000.00
Total Interest	242,814.93
Net Interest	242,814.93
Total Debt Service	2,597,814.93
Maximum Annual Debt Service	2,350,894.00
Average Annual Debt Service	826,890.69
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

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

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,355,000.00	2,355,000.00	2,355,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts		-56,500.00	
Target Value	2,355,000.00	2,298,500.00	2,355,000.00
Target Date	05/10/2018	05/10/2018	05/10/2018
Yield	3.336957%	4.173091%	3.336957%

BOND DEBT SERVICE

North Bay Village, Florida
Taxable Series 2018

Preliminary Numbers

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
07/01/2018			11,129.73	11,129.73	11,129.73
01/01/2019			39,281.40	39,281.40	
07/01/2019	40,000	3.336%	39,281.40	79,281.40	118,562.80
01/01/2020			38,614.20	38,614.20	
07/01/2020	40,000	3.336%	38,614.20	78,614.20	117,228.40
01/01/2021			37,947.00	37,947.00	
07/01/2021	2,275,000	3.336%	37,947.00	2,312,947.00	2,350,894.00
	2,355,000		242,814.93	2,597,814.93	2,597,814.93

BOND DEBT SERVICE

North Bay Village, Florida
Taxable Series 2018

Preliminary Numbers

Period Ending	Principal	Coupon	Interest	Debt Service
07/01/2018			11,129.73	11,129.73
07/01/2019	40,000	3.336%	78,562.80	118,562.80
07/01/2020	40,000	3.336%	77,228.40	117,228.40
07/01/2021	2,275,000	3.336%	75,894.00	2,350,894.00
	2,355,000		242,814.93	2,597,814.93

COST OF ISSUANCE

North Bay Village, Florida
Taxable Series 2018

Preliminary Numbers

Cost of Issuance	\$/1000	Amount
Bond Counsel (est.)	10.61571	25,000.00
Financial Advisor	6.36943	15,000.00
Bank Counsel	2.54777	6,000.00
Phase One Environmental Study	1.91083	4,500.00
Survey	0.42463	1,000.00
Miscellaneous	2.12314	5,000.00
	23.99151	56,500.00



Agenda Item 10F

FORM 8038 STATISTICS

North Bay Village, Florida
Taxable Series 2018

Preliminary Numbers

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

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	07/01/2019	40,000.00	3.336%	100.000	40,000.00	40,000.00
	07/01/2020	40,000.00	3.336%	100.000	40,000.00	40,000.00
	07/01/2021	2,275,000.00	3.336%	100.000	2,275,000.00	2,275,000.00
		2,355,000.00			2,355,000.00	2,355,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	07/01/2021	3.336%	2,275,000.00	2,275,000.00		
Entire Issue			2,355,000.00	2,355,000.00	3.0907	3.3370%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	56,500.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00



Staff Report Alcohol Sales Variance

Prepared for: North Bay Village
Commission

Applicant: Erika JM LLC

Site Address: 1700 Kennedy Causeway, Suite 100

Request: Variance to Allow Alcohol Sales Within 500
feet of a School

LaRue
planning

1375 Jackson Street # 206 Fort Myers, FL 33901

Agenda Item 11A

Staff Report
Alcohol Sales Variance

Applicant: Erika JM LLC

General Information

Owner/Applicant:	Erika JM LLC
Applicant Address:	7521 Mutiny Ave, North Bay Village, FL 33141
Site Address:	1700 Kennedy Causeway, Suite 100
Contact Person:	Erika Kushi
Phone Number:	305-409-6513
E-mail Address	kushierika@gmail.com

	Existing
Future Land Use	Commercial
Zoning District	General Commercial (CG)
Use of Property	Mixed Use- Residential and Commercial
Acreage	2.7 acres

Legal Description of Subject Property

THE LEXI CONDO
A PORT OF NE1/4 OS NW1/4 OF SE1/4 OF SEC 9 53 42 AS DESC IN DECL OR 25977-0001
FAU 23-3209-000-0170

Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	Commercial
	Zoning District	CG
	Existing Land Use	Office
East	Future Land Use	Commercial
	Zoning District	CG
	Existing Land Use	Multi-family Condos
South	Future Land Use	Medium Density Multi-family Residential
	Zoning District	RM-40
	Existing Land Use	Multi-family Condos and Assisted Living Facility
West	Future Land Use	Commercial
	Zoning District	CG
	Existing Land Use	Mixed-use- Multi-family Residential and Commercial

Agenda Item 11A

Staff Report
Alcohol Sales Variance

Applicant: Erika JM LLC

Description of Requests

A variance pursuant to section 111.03 of the North Bay Village Code from the strict interpretation of Section 111.12(A)(1) and Section 111.12(B)(1) for the issuance of a business tax receipt to permit the sale and on premises consumption of beer and wine within 500 feet of a public school.

Land Development Code Analysis

The applicant would like to sell alcohol for consumption on premises. The business is located approximately 440 feet from Treasure Island Elementary School property. In order to receive approval for an alcohol sales license, the applicant must receive approval for a variance from of the North Bay Village Code Section 111.12 as follows:

Section 111.12

- (A) Distance limitations from schools and churches for alcoholic beverage licenses shall be as follows:
 - (1) No license for the sale of liquor, beer, and wine, or alcoholic beverages shall be granted or issued to any person where the place of business designated in the application therefor is within 500 feet of a public school. This distance shall be the airline distance from the main entrance of the place of business to the nearest point of the school grounds in use as part of the school facilities.

* * * * *

Agenda Item 11A

Staff Report
Alcohol Sales Variance

Applicant: Erika JM LLC

Required Findings:

North Bay Village Code Section 111.03 sets forth the following criteria for consideration of alcohol sales variances. For ease of review, each of the criteria contained in subparagraphs B through C have been separated into their component parts. Staff's comments are also included.

- (B)1 That the granting of the variance will be in harmony with the general purpose and intent of this chapter and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Applicant Comments: There are other restaurants within the area that also sell beer and wine to enhance their business sales. I do not think the sale of beer and wine is detrimental to the public welfare since it would only be sold on premises with food.

Staff Comments: The entrance to this business is approximately 440 feet from Treasure Island Elementary School Property and approximately 180 feet from the KLA School (private pre-K). The building in which the applicant's business is located has a history of alcohol sales with several existing businesses that currently hold alcohol sales licenses in the building and nearby. According to the North Bay Village Police Department, there have not been any incidents in the Village in the last ten years involving alcohol sales to minors. Staff is also not aware of any other problems related to alcohol sales at the existing businesses. It does not appear that approval of an additional alcohol sales license at this location will be injurious to the neighborhood or otherwise detrimental to the public welfare.

- (B)2 In addition to considering the character and use of adjoining buildings and those in the vicinity, the City Commission in determining its findings may take into account the effect of the granting of the variance upon the number of persons residing or working in the building or on the land, and traffic conditions in the vicinity of the location of the requested variance.

Staff Comments: This restaurant will generate traffic regardless of the issuance of an alcohol sales license. It is conceivable that some additional traffic will be generated due to alcohol sales. However, the building in which the business is located has direct access to Kennedy Causeway, and it is unlikely that this roadway will be overburdened with the potential increase vehicle trips.

- (C) The City Commission shall also consider whether a requested variance is consistent with the purposes and goals contained in and projected in the Master Plan adopted by the city pursuant to Resolution No. 2239 adopted November 9, 1970.

Staff Comments: This request is consistent with the North Bay Village Comprehensive Plan.

Agenda Item 11A

Staff Report
Alcohol Sales Variance

Applicant: Erika JM LLC

Planning & Zoning Board Recommendation:


At their March 6, 2018 meeting, the Planning & Zoning Board voted 4-1 to recommend approval of this variance with the condition that Staff check with the Village Police Department regarding issues with alcohol sales in close proximity to the schools. At staff's request, the Police Department searched their records for the last ten years and did not find a single incident regarding alcohol sales to a minor anywhere in the Village.

Staff Recommendation:

Staff finds that the requested variance does allow for an affirmative finding on all of the criteria as specifically identified by the foregoing staff comments and recommends **approval** of a variance pursuant to section 111.03 of the North Bay Village Code from the strict interpretation of Section 111.12(A)(1) for the issuance of a business tax receipt to permit the sale and on premises consumption of beer and wine within 500 feet of a public school, under the following conditions:

1. There are no objections from owners or occupants of neighboring residential properties.
2. Cost Recovery charges must be paid pursuant to Section 5.12. Specifically, no license or permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
3. Authorization or issue of a variance by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a variance or a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

Submitted by:


James G. LaRue, AICP
Planning Consultant

March 16, 2018

Hearing: Village Commission, April 10, 2018

Attachments: Aerial Depicting Distance from Schools
Letter from Applicant

Agenda Item 11A

Staff Report
Alcohol Sales Variance

Applicant: Erika JM LLC.

Aerial Depicting Distance to School



Agenda Item 11A

Staff Report
Alcohol Sales Variance

Applicant: Erika JM LLC.

The City of North Bay Village

To whom it may concern,


I, Erika Kushi, plan to open a Japanese restaurant called Sushi Erika at the Shoppes at the Lexi (1700 Kennedy Causeway, Suite 100, North Bay Village, Florida 33141). In this restaurant, I plan to carry on my late father's (Michio Kushi) legacy, who owned and operated the Japanese Market and Sushi Deli with my mother (Mayumi Kushi) at the Grove by the Bay (1412 79th Street Causeway, North Bay Village, Florida 33141) for 37 years. I worked alongside my father as a sushi chef, bringing not only locals but customers from all over the world to enjoy our food with the pairing of beer and wine. According to the Miami New Times, Japanese Market and Sushi Deli served some of the best sushi in Miami-Dade County. I would like to not only continue the service of beer and wine to boost my sales, but to see all of my customers happy and enjoy my food with the pairing of beer and wine for my upcoming restaurant at the Shoppes at the Lexi. I would like to bring the same joy and success to Sushi Erika.

Sushi Erika is going to be located within 300 ft. from the KLA School according to the Village Code. If Variance is needed to sell beer and wine, there are other restaurants within the area that also sell beer and wine to enhance their business sales. I do not think the sale of beer and wine is detrimental to the public welfare since it would ONLY be sold on the premise with food. I would like to request that the Village approves this application to sell beer and wine for consumption on the premise of Sushi Erika. I am looking forward to opening my restaurant in the City of North Bay Village and to keep carrying on my father's legacy as he would have liked.

Owner of ERIKA JM, LLC

D/B/A Sushi Erika

Erika Kushi


1/17/18

Agenda Item 11A

Yvonne Hamilton

From: Ben Smith <ben@larueplanning.com>
Sent: Wednesday, March 07, 2018 2:53 PM
To: policereports
Cc: Yvonne Hamilton; Jim LaRue; Bert Wrains; 'Norman Powell'
Subject: Alcohol Sold to Minors within 500' of a School

Request:

A list of incidents or a statement from the Village Police Department regarding alcohol being served to minors at any establishment within 500 feet of a school in the Village within the last 10 years.

Background information:

Last night at the Village Planning & Zoning Board meeting, an applicant was requesting approval of a variance to allow alcohol sales for consumption on-premises within 500 feet of a school. As you are aware, there are already several existing locations in the Village where alcohol is sold for consumption on-premises and consumption off-premises within 500 feet of a school. The P&Z Board ultimately voted to approve the applicant's request with the condition that a report be requested from the Village Police Department prior to this item being heard by the Village Commission; so that the Commission will have all relevant information prior to making the final decision of whether or not to approve the variance at their April meeting.

If you have any questions for us or need any clarification, please give us a call or an email to discuss.

Thanks in advance,
Ben Smith, AICP, LEED GA

**LaRue
planning**

1375 Jackson St #206, Fort Myers, FL 33901
239-334-3366 ben@larueplanning.com

Yvonne Hamilton

From: Robert Miller
Sent: Thursday, March 08, 2018 7:08 AM
To: Ben Smith; policereports
Cc: Yvonne Hamilton; Jim LaRue; Bert Wrains; 'Norman Powell'
Subject: RE: Alcohol Sold to Minors within 500' of a School
Attachments: image001.png

Good Morning Mr. Smith,

As discussed, I checked our Records Management System for any incident under Florida Statute 562.11, indicating the sale of alcohol to a minor. After a thorough search I was not able to find any incident involving the sale of alcohol to a minor. Do you need an official statement on our letterhead or is this email sufficient for the P & Z Board's query?

Thanks,

Robert Miller
Head Dispatcher/Records Manager/IT Liaison CJIS TAC/LASO/DAVID POC eAgent Master Administrator

North Bay Village Police Department
1841 Galleon Street
North Bay Village, Florida 33141
Tel: (305)758-2626
Fax: (305)757-9350
Cell:(305)283-0491
email: rmiller@nbvillage.com

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

From: Ben Smith [<mailto:ben@larueplanning.com>]
Sent: Wed 3/7/2018 2:52 PM
To: policereports
Cc: Yvonne Hamilton; Jim LaRue; Bert Wrains; 'Norman Powell'
Subject: Alcohol Sold to Minors within 500' of a School

Request:

A list of incidents or a statement from the Village Police Department regarding alcohol being served to minors at any establishment within 500 feet of a school in the Village within the last 10 years.

Background information:

Agenda Item 11A



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

JAN17 3:34PM

APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

Instructions: Submit this application, along with 15 sets of sealed plans (1 set 36"x24" and 14 11"x17" sets) and the required information and fee, to the Village Clerk's Office at 1666 Kennedy Causeway, Suite 300. Applications are due by 12:00 noon on the deadline date and must be complete to be accepted and place on the agenda. A sign will be posted on the property, and public hearings will be conducted by the Planning & Zoning Board and the Village Commission.

Site Address 1700 Kennedy Causeway, Suite 100, N. Bay Village, FL 33141

Owner Name Erika JM LLC ^{DBA} SUSHI ERIKA Owner Phone # 305-409-6513

Owner Mailing Address 7521 Mutiny Ave. N. Bay Village, FL 33141

Applicant Name Same Applicant Phone # —

(if different from Owner)
Applicant Mailing Address —

Contact Person ERIKA KUSHI Contact Phone # 305-409-6513

Contact Email Address KUSHIERIKA@gmail.com

Legal Description of Property 1700 Kennedy Causeway, Treasure Island/LEXI Condo

Existing Zoning CG Lot Size 1200 sq ft. Folio Number 2332090511650

Project Description Sale of Beer and Wine Restaurant

Section of North Bay Village Code from which the Applicant is Seeking Relief 111.112 (A)(1)

Variance Requested Beer and Wine

Reason for Request Sale of Beer and Wine 500 ft. of School

Agenda Item 11A

APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

Mandatory Submittals (check that each item is included with this application):

- Plans depicting work to be completed (including property survey)
- Application fees

Optional Submittals:

- Response to required findings
- Signed consent letters from neighboring property owners
- Optional plan versions for consideration by Village Commission

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.


All requests for variances from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting a variance from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such a variance request.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), and FEMA regulations.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Authorized Signature 

Print Name ERIKA KUSHI

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

Agenda Item 11A

APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

STATE OF FLORIDA
COUNTY OF Miami-Dade

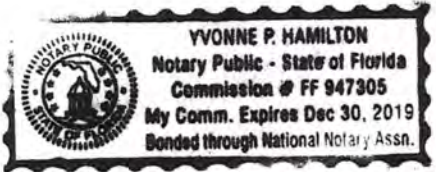
Sworn to and subscribed to before me this 12th day of January, 2018,

by Erika Kushi

who is personally known to me or who has produced _____ as identification.

Notary Public Signature [Signature]

Commission Number/Expiration 12/30/2019



Agenda Item 11A

**APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED
VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL**

Office Use Only:

Date Submitted: 1/17/18

Fee Paid: \$ 2,600.

Tentative Meeting Date: 2/6/18

Cash or Check # 1118

Date Paid: 1/17/18

Agenda Item 11A



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

JAN 17 3:34 PM

APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

Instructions: Submit this application, along with 15 sets of sealed plans (1 set 36"x24" and 14 11"x17" sets) and the required information and fee, to the Village Clerk's Office at 1666 Kennedy Causeway, Suite 300. Applications are due by 12:00 noon on the deadline date and must be complete to be accepted and place on the agenda. A sign will be posted on the property, and public hearings will be conducted by the Planning & Zoning Board and the Village Commission.

Site Address 1700 Kennedy Causeway, Suite 100, N. Bay Village, FL. 33141

Owner Name Erika JM LLC ^{DBA} Sushi Erika Owner Phone # 305-409-6513

Owner Mailing Address 7521 Mutiny Ave. N. Bay Village, FL. 33141

Applicant Name Same Applicant Phone # —

(if different from Owner)
Applicant Mailing Address _____

Contact Person Erika Kushi Contact Phone # 305-409-6513

Contact Email Address kushierika@gmail.com

Legal Description of Property 1700 Kennedy Causeway, Treasure Island/LEXI Condo

Existing Zoning CG Lot Size 1200 sq ft. Folio Number 2332090511650

Project Description Sale of Beer and Wine Restaurant

Section of North Bay Village Code from which the Applicant is Seeking Relief 111.112 (A)(1)

Variance Requested Beer and Wine

Reason for Request Sale of Beer and Wine 500 ft. of School

Agenda Item 11A

APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

Mandatory Submittals (check that each item is included with this application):

- Plans depicting work to be completed (including property survey)
- Application fees

Optional Submittals:

- Response to required findings
- Signed consent letters from neighboring property owners
- Optional plan versions for consideration by Village Commission

Applications are incomplete until all mandatory submittals have been received by the Village Clerk.


All requests for variances from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting a variance from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such a variance request.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), and FEMA regulations.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Authorized Signature 

Print Name Erika Kushi

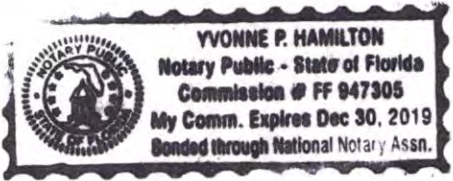
(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

Agenda Item 11A

APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

STATE OF FLORIDA
COUNTY OF Miami-Dade

Sworn to and subscribed to before me this 12th day of January, 2018,
by Erika Kushi,
who is personally known to me or who has produced _____ as identification.
Notary Public Signature [Signature]
Commission Number/Expiration 12/30/2019



Agenda Item 11A

**APPLICATION FOR VARIANCE, INCLUDING EXTENSION OF AN UNEXPIRED
VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL**

Office Use Only:

Date Submitted: 1/17/18

Fee Paid: \$ 2,600.

Tentative Meeting Date: 2/6/18

Cash or Check # 1118

Date Paid: 1/17/18

Agenda Item 11A

JAN 17 3:34 PM

The City of North Bay Village

To whom it may concern,

I, Erika Kushi, plan to open a Japanese restaurant called Sushi Erika at the Shoppes at the Lexi (1700 Kennedy Causeway, Suite 100, North Bay Village, Florida 33141). In this restaurant, I plan to carry on my late father's (Michio Kushi) legacy, who owned and operated the Japanese Market and Sushi Deli with my mother (Mayumi Kushi) at the Grove by the Bay (1412 79th Street Causeway, North Bay Village, Florida 33141) for 37 years. I worked alongside my father as a sushi chef, bringing not only locals but customers from all over the world to enjoy our food with the pairing of beer and wine. According to the Miami New Times, Japanese Market and Sushi Deli served some of the best sushi in Miami-Dade County. I would like to not only continue the service of beer and wine to boost my sales, but to see all of my customers happy and enjoy my food with the pairing of beer and wine for my upcoming restaurant at the Shoppes at the Lexi. I would like to bring the same joy and success to Sushi Erika.

Sushi Erika is going to be located within 300 ft. from the KLA School according to the Village Code. If Variance is needed to sell beer and wine, there are other restaurants within the area that also sell beer and wine to enhance their business sales. I do not think the sale of beer and wine is detrimental to the public welfare since it would ONLY be sold on the premise with food. I would like to request that the Village approves this application to sell beer and wine for consumption on the premise of Sushi Erika. I am looking forward to opening my restaurant in the City of North Bay Village and to keep carrying on my father's legacy as he would have liked.

Owner of ERIKA JM, LLC

D/B/A Sushi Erika

Erika Kushi


1/17/18

Agenda Item 11A



North Bay Village

Administrative Offices

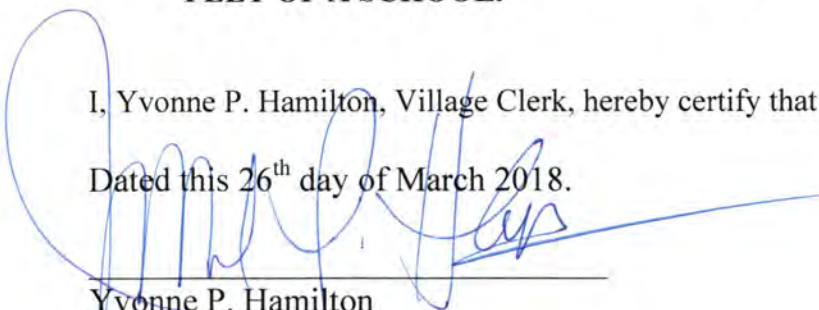
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

RE: A REQUEST BY ERIKA JM LLC, D/B/A SUSHI ERIKA, OWNER OF THE BUSINESS ESTABLISHMENT TO BE LOCATED AT 1700 KENNEDY CAUSEWAY, SUITE 100, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE PURSUANT TO SECTION 111.03 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STRICT INTERPRETATION OF SECTION 111.12(A)(1) AND 111.12 (B)(1) FOR THE ISSUANCE OF A BUSINESS TAX RECEIPT TO PERMIT THE SALE AND ON PREMISES CONSUMPTION OF BEER AND WINE WITHIN 300 FEET OF AN EXISTING RESTAURANT HOLDING A 4COP LICENSE AND WITHIN 500 FEET OF A SCHOOL.

I, Yvonne P. Hamilton, Village Clerk, hereby certify that that the petition filed hereto is correct.

Dated this 26th day of March 2018.



Yvonne P. Hamilton
Village Clerk

(North Bay Village Commission Meeting – April 10, 2018)

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura C. ...

Commissioner
Eddie ...

Agenda Item 11A



North Bay Village

Administrative Offices

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

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

RE: A REQUEST BY ERIKA JM LLC, D/B/A SUSHI ERIKA, OWNER OF THE BUSINESS ESTABLISHMENT TO BE LOCATED AT 1700 KENNEDY CAUSEWAY, SUITE 100, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE PURSUANT TO SECTION 111.03 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STRICT INTERPRETATION OF SECTION 111.12(A)(1) AND 111.12 (B)(1) FOR THE ISSUANCE OF A BUSINESS TAX RECEIPT TO PERMIT THE SALE AND ON PREMISES CONSUMPTION OF BEER AND WINE WITHIN 300 FEET OF AN EXISTING RESTAURANT HOLDING A 4COP LICENSE AND WITHIN 500 FEET OF A SCHOOL.

I, Yvonne P. Hamilton, Village Clerk, hereby certify the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request on March 26, 2018, pursuant to Section 4.4(4)(b) of the Unified Land Development Code.

Dated this 26th day of March.

Yvonne P. Hamilton, CMC
Village Clerk

(North Bay Village Commission Meeting – April 10, 2018)

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura C. Williams

Commissioner
Edoardo

Agenda Item 11A



North Bay Village

Administrative Offices

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

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

RE: A REQUEST BY ERIKA JM LLC, D/B/A SUSHI ERIKA, OWNER OF THE BUSINESS ESTABLISHMENT TO BE LOCATED AT 1700 KENNEDY CAUSEWAY, SUITE 100, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE PURSUANT TO SECTION 111.03 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STRICT INTERPRETATION OF SECTION 111.12(A)(1) AND 111.12 (B)(1) FOR THE ISSUANCE OF A BUSINESS TAX RECEIPT TO PERMIT THE SALE AND ON PREMISES CONSUMPTION OF BEER AND WINE WITHIN 300 FEET OF AN EXISTING RESTAURANT HOLDING A 4COP LICENSE AND WITHIN 500 FEET OF A SCHOOL.

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on March 6, 2018 was posted at the above-referenced property on March 26, 2018, pursuant to Section 4.4(A)(6) of the Unified Land Development Code..

Dated this 26th day of March 2018.

Yvonne P. Hamilton, CMC
Village Clerk

(North Bay Village Commission Meeting – April 10, 2018)

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Patterson

Commissioner
Eric Johnson

Agenda Item 11A



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, APRIL 10, 2018** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUEST AT PUBLIC HEARING:

1. A REQUEST BY ERIKA JM LLC, D/B/A SUSHI ERIKA, OWNER OF THE BUSINESS ESTABLISHMENT TO BE LOCATED AT 1700 KENNEDY CAUSEWAY, SUITE 100, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE PURSUANT TO SECTION 111.03 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STRICT INTERPRETATION OF SECTION 111.12(A)(1) AND 111.12 (B)(1) FOR THE ISSUANCE OF A BUSINESS TAX RECEIPT TO PERMIT THE SALE AND ON PREMISES CONSUMPTION OF BEER AND WINE WITHIN 300 FEET OF AN EXISTING RESTAURANT HOLDING A 4COP LICENSE AND WITHIN 500 FEET OF A SCHOOL.

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.

Agenda Item 11A

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

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

YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(March 23, 2018)

Agenda Item 11A

Atlantic Broadband
1681 Kennedy Causeway
N. Bay Village, FL 33141

Bay Village Venture LLC
3137 N.E. 163rd Street
North Miami, FL 33160

1755 NBV LLC
1870 N.W. S. River Drive
Miami, FL 33125

Shuckers
1819 Kennedy Causeway
N. Bay Village, FL 33141

Mr. Bart Goldberg
1819 Kennedy Causeway
N. Bay Village, FL 33141

Westchester Gardens
33 N. Dearborn Street, #1930
Chicago, IL 60602

Kennedy House Condominium
Association
1865 Kennedy Causeway
N. Bay Village, FL 33141

North Bay White House
Condominium
1700 Kennedy Causeway
N. Bay Village, FL 33141

The Lexi Condominium
Association
7901 Hispanola Avenue, #1001
N. Bay Village, FL 33141

KLA School of North Bay Village
7801 Hispanola Avenue
N. Bay Village, FL 33141

School Board of Miami Dade
County
1450 N.E. 2nd Avenue
Miami, FL 33132

Owner/Occupant
7901 Hispanola Avenue, #601
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #602
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #603
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #604
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #605
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #606
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #607
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #608
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #609
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #610
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #611
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #612
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #701
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #702
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #703
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #704
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #705
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #706
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #807
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #708
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #709
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #710
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #711
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #712
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #801
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #802
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #803
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #804
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #805
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #806
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #807
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #808
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #809
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #810
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #811
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #812
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #901
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #902
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #903
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #904
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #905
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #909
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #907
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #908
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #909
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #910
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #911
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #912
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1001
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1002
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1003
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1004
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1005
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1006
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1007
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1008
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1009
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1010
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1011
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1012
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1101
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1102
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1103
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1104
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1105
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1106
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1107
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1108
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1109
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1110
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1111
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1112
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1201
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1202
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1203
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1204
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1205
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1206
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1207
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1208
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1209
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1210
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1211
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1212
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1401
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1402
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1403
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1204
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1205
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1206
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1407
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1408
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1409
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1410
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1411
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1412
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1501
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1502
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1503
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1504
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1505
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1506
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1507
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1508
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1509
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1510
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1511
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1512
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1601
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1602
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1603
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1604
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1605
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1606
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1607
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1608
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1609
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1610
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1611
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1612
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1701
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1702
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1703
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1704
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1705
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1706
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1707
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1708
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1709
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1710
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1711
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1712
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1801
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1802
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1803
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1804
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1805
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1806
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1807
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1808
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1809
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1810
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1811
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1812
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1901
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1902
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1903
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1904
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1905
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1906
North Bay Village, FL 33141

Agenda Item 11A

Owner/Occupant
7901 Hispanola Avenue, #1907
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1908
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1909
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1910
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1911
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #1912
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2001
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2002
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2003
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2004
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2005
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2006
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2007
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2008
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2009
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2010
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2011
North Bay Village, FL 33141

Owner/Occupant
7901 Hispanola Avenue, #2012
North Bay Village, FL 33141

Agenda Item 11A

Owner/Occupant
7801 Hispanola Avenue, #1
N. Bay Village, FL 33141

Owner/Occupant
7801 Hispanola Avenue, #2
North Bay Village, FL 33141

Owner/Occupant
7801 Hispanola Avenue, #3
North Bay Village, FL 33141

Owner/Occupant
7801 Hispanola Avenue, #4
N. Bay Village, FL 33141

Owner/Occupant
7801 Hispanola Avenue, #5
North Bay Village, FL 33141

Owner/Occupant
7801 Hispanola Avenue, #6
North Bay Village, FL 33141

Owner/Occupant
7801 Hispanola Avenue, #7
N. Bay Village, FL 33141

KLA School
7801 Hispanola Avenue
N. Bay Village, FL 33141

Treasure Island Elementary
7540 E. Treasure Drive
N. Bay Village, FL 33141

Causeway Tower LLC
1666 Kennedy Causeway, #610
N. Bay Village, FL 33141

Cole BN North Bay Village LLC
C/O National Tax Resource Group
1665 Kennedy Causeway
N. Bay Village, FL 33141

Benihana Restaurant
1665 Kennedy Causeway
N. Bay Village, FL 33141

Treasure Isle Nursing Care
1735 N. Treasure Drive
N. Bay Village, FL 33141

Agenda Item 11A

Owner/Occupant
7801 Hispanola Avenue, #1
N. Bay Village, FL 33141

Owner/Occupant
7801 Hispanola Avenue, #2
North Bay Village, FL 33141

Owner/Occupant
7801 Hispanola Avenue, #3
North Bay Village, FL 33141

Owner/Occupant
7801 Hispanola Avenue, #4
N. Bay Village, FL 33141

Owner/Occupant
7801 Hispanola Avenue, #5
North Bay Village, FL 33141

Owner/Occupant
7801 Hispanola Avenue, #6
North Bay Village, FL 33141

Owner/Occupant
7801 Hispanola Avenue, #7
N. Bay Village, FL 33141

Owner/Occupant 1865 Kennedy Causeway Unit #1-G N. Bay Village, Fl 33141	Owner/Occupant 1865 Kennedy Causeway Unit #1-H N. Bay Village, Fl 33141	Owner/Occupant 1865 Kennedy Cswy., #1-I North Bay Village, Fl 33141
Owner/Occupant 1865 Kennedy Cswy., #1-L North Bay Village, Fl	Owner/Occupant 1865 Kennedy Cswy., #1N North Bay Village, Fl 33141	Owner/Occupant 1865 Kennedy Cswy., Unit 2B North Bay Village, Fl 33141
Owner/Occupant 1865 Kennedy Cswy., Apt. 2E Miami Beach, Fl 33147	Owner/Occupant 1865 Kennedy Cswy., #2F North Bay Village, Fl 33141	Owner/Occupant 1865 Kennedy Cswy., Apt. 2-G Miami Beach, Fl 33141
Owner/Occupant 1865 Kennedy Cswy., #2H North Bay Village, Fl 33141	Owner/Occupant 1865 Kennedy Cswy., Unit 2I North Bay Village, Fl 33141	Owner/Occupant 1865 Kennedy Cswy., 2-J North Bay Village, F33141
Owner/Occupant 1865 Kennedy Cswy., Apt. 2K North Bay Village, Fl 33141	Owner/Occupant 1865 Kennedy Cswy., 2-0 North Bay Village, Fl 33141	Owner/Occupant 1865 Kennedy Cswy., Apt. 2-M North Bay Village, 33141
Owner/Occupant 1865 Kennedy Cswy. #2N North Bay Village, Fl 33141	Owner/Occupant 1865 Kennedy Cswy., Unit 3C North Bay Village, Fl.	Owner/Occupant 1865 Kennedy Cswy., Unit 3-A North Bay Village, Fl 33141
Owner/Occupant 1865 Kennedy Cswy., Unit 3-B North Bay Village, Fl 33141	Owner/Occupant 1865 Kennedy Cswy, sway #3F North Bay Village, Fl 33141	Owner/Occupant 1865 Kennedy Cswy. #3D North Bay Village, Fl 33141
Owner/Occupant 1865 Kennedy Cswy., #3E North Bay Village, Fl 33141	Owner/Occupant 1865 Kennedy Cswy., Unit 3-I North Bay Village, Fl 33141	Owner/Occupant 1865 Kennedy Cswy., # 3-G North Bay Village, Fl 33141
Owner/Occupant 1865 Kennedy Cswy., #3H North Bay Village, Fl 33141	Owner/Occupant 1865 Kennedy Cswy., #3N North Bay Village, Fl 33141	Owner/Occupant 1865 Kennedy Cswy., #3M North Bay Village, Fl 33141
Owner/Occupant 1865 Kennedy Cswy., Unit 3-0 North Bay Village, Fl 33141	Owner/Occupant 1865 Kennedy Cswy., #4A North Bay Village, Fl 33141	Owner/Occupant 1865 Kennedy Cswy., #4B North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #4C
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #4D
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Apt. 4E
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., 4-F
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #4G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #4-H
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #4I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #4J
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #4K
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #4L
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Unit 4-H
North Bay Village, 33141

Owner/Occupant
1865 Kennedy Cswy., #4I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Unit 4J
North Bay Village, 33141

Owner/Occupant
1865 Kennedy Cswy., #5A
North Bay Village, Fl 3314

Owner/Occupant
1865 Kennedy Cswy., #5B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #5D
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #5D
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #5-E
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #5-F
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #5-G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Unit 5H
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #5I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., Apt 8G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #5K
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #5-M
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #5-M
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #5N
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #5O
North Bay Village, Fl 3314

Owner/Occupant
1865 Kennedy Cswy. #6A
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #6B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 6-C
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #6D
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 6E
North Bay Village, Fl 331141

Owner/Occupant
1865 Kennedy Cswy. Unit 6F
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #6G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #6H
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 6I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 6J
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 6-K
North Bay Village, Fl. 331141

Owner/Occupant
1865 Kennedy Cswy. Unit 6L
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 6-M
North Bay Village, Fl. 331141

Owner/Occupant
1865 Kennedy Cswy. #6-N
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #6-O
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #7A
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #7B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #7C
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy Unit 7D
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #7E
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 7F
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 7G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 7H
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #7-1
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 7J
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #7K
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #7L
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #7M
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 7N
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy House #7-O
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #7P
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #8B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 8-C
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy., #8D
N. Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy., #8E
N. Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #8F
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy., #8G
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 8H
North Bay Village, FL 33141

Owner/Occupant
8510 NW 10th St
Pembroke Pine, FL 33024

Owner/Occupant
1865 Kennedy Cswy. #8J
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy., #8K
N. Bay Village, FL 3141

Owner/Occupant
1865 Kennedy Cswy. 8-L
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #8M
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 8N
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 8O
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #9B
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #9B
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Apt 9C
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Apt 9D
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #9E
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #9-F
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #9G
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #9H
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy., #9I
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 9J
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 9K
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 9L
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 9M
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 9O
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #10A
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. #10B
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 10C
North Bay Village, FL 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 100
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. 10-E
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #10F
Miami, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #10G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #10H
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #10I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 10J
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 10K
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy #10-L
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #10M
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #10-N
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. U 10-O
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #11-A
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #11-B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #11C
North Bay Village, Fl. 33141

Owner/Occupant
1865 Kennedy Cswy. Apt.11D
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #11E
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #11F
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #11G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #11H
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #11-I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #11K
North Bay Village, Fl. 33141

Owner/Occupant
1865 Kennedy Cswy. #11-L
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 11-M
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 11-M
North Bay Village, Fl. 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 11-O
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12A
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12D
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12E
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12-F
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12-G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12H
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 12J
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 12K
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12L
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12M
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12N
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #12-O
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 14A
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 14C
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #14-D
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 14-E
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #14F
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 14-G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 14I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy., #14J
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #14K
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #14L
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #14M
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy, Unit 14-N
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #14-O
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #15A
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 15-B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 15-C
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #15D
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #15E
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 15-F
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 15G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #15H
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 15-I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #15J
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #15K
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy.#15L
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #15M
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #15N
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #15N
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #16-A
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #16-B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #16C
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy #16D
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy #16E
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #16F
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 16G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. 16-H
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt 16-I
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy Unit 16J
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #16L
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy.
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit 16-0
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #PH-A
North Bay Village, Fl 33141

Owner/Occupant
1866 Kennedy Cswy. #PH-B
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #PHC
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. PHD
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. PH-E
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit PH-F
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. PH-G
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Apt. PH-H
North Bay Village, Fl 33141

Agenda Item 11A

Owner/Occupant
1865 Kennedy Cswy. #PHI
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #PHJ
North Bay Village, Fl 33141

Owner/Occupant
1665 Kennedy Cswy. PH-K
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit PHL
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. #PHO
North Bay Village, Fl 33141

Owner/Occupant
1865 Kennedy Cswy. Unit #PH-N
North Bay Village, Fl 33141

Owner / Occupant
1770 Kennedy Causeway, #D108
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D109
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D110
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D111
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D112
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D101
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D102
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D103
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D104
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D105
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D106
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D107
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D108
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D109
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D110
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D111
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D112
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D201
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D202
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D203
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D204
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D205
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D206
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D207
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D208
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D209
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D210
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D211
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D212
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D301
North Bay Village, FL 33141

Agenda Item 11A

Owner / Occupant
1780 Kennedy Causeway, #C202
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C203
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C204
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C205
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C206
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C207
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C208
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C209
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C210
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C211
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C212
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C301
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C302
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C303
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C304
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C305
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C306
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C307
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C308
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C309
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C310
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C311
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C312
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D101
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D102
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D103
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D105
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D106
North Bay Village, FL 33141

Owner / Occupant
1770 Kennedy Causeway, #D107
North Bay Village, FL 33141

Agenda Item 11A

Owner / Occupant
1790 Kennedy Causeway, #B208
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B209
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B210
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B211
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B212
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B301
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B302
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B303
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B304
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B305
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B306
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B307
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B308
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B309
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B310
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B311
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B312
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C101
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C102
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C103
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C104
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C105
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C106
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C107
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C108
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C109
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C110
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C111
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C112
North Bay Village, FL 33141

Owner / Occupant
1780 Kennedy Causeway, #C201
North Bay Village, FL 33141

Agenda Item 11A

1800 Kennedy Causeway, #A-101
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A-104
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A107
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A110
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #201
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A204
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A207
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A210
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A301
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A304
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A-102
Miami Beach, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A105
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A108
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A111
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A202
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A205
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A208
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A211
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A302
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A305
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A103
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A106
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A109
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A112
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A203
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A206
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A209
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A212
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A303
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A306
North Bay Village, FL 33141

Agenda Item 11A

Owner / Occupant
1800 Kennedy Causeway #A307
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A308
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A309
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway #A310
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A311
North Bay Village, FL 33141

Owner / Occupant
1800 Kennedy Causeway, #A312
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway #B102
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B103
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B104
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway #B105
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B106
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B107
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway #B108
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B109
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B110
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway #B111
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B112
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B201
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B202
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B203
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B204
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B205
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B206
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B207
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B208
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B209
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B210
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B211
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B212
North Bay Village, FL 33141

Owner / Occupant
1790 Kennedy Causeway, #B207
North Bay Village, FL 33141



NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, APRIL 10, 2018** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUEST AT PUBLIC HEARING:

1. A REQUEST BY ERIKA JM LLC, D/B/A SUSHI ERIKA, OWNER OF THE BUSINESS ESTABLISHMENT TO BE LOCATED AT 1700 KENNEDY CAUSEWAY, SUITE 100, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE PURSUANT TO SECTION 111.03 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FROM THE STRICT INTERPRETATION OF SECTION 111.12(A)(1) AND 111.12 (B)(1) FOR THE ISSUANCE OF A BUSINESS TAX RECEIPT TO PERMIT THE SALE AND ON PREMISES CONSUMPTION OF BEER AND WINE WITHIN 300 FEET OF AN EXISTING RESTAURANT HOLDING A 4COP LICENSE AND WITHIN 500 FEET OF A SCHOOL.

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

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

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

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

YVONNE P. HAMILTON, CMC
VILLAGE CLERK

(March 23, 2018)

Agenda Item 11A



North Bay Village

Administrative Offices

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

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

MEMORANDUM North Bay Village

DATE: March 29, 2018

TO: Yvonne P. Hamilton, CMC
Village Clerk

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

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY ERIKA JM LLC, D/B/A SUSHI ERIKA, OWNER OF THE BUSINESS ESTABLISHMENT TO BE LOCATED AT 1700 KENNEDY CAUSEWAY, SUITE 100, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE PURSUANT TO SECTION 111.03 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, FROM THE STRICT INTERPRETATION OF SECTION 111.12(A)(1) AND 111.12 (B)(1) FOR THE ISSUANCE OF A BUSINESS TAX RECEIPT TO PERMIT THE SALE AND ON PREMISES CONSUMPTION OF BEER AND WINE WITHIN 300 FEET OF AN EXISTING RESTAURANT HOLDING A 4COP LICENSE AND WITHIN 500 FEET OF A SCHOOL; SETTING AN EFFECTIVE DATE.

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

MDM:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alarcon

Commissioner
Cora Cutler

Commissioner
Ed Cour

Agenda Item 11A

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY ERIKA JM LLC, D/B/A SUSHI ERIKA, OWNER OF THE BUSINESS ESTABLISHMENT TO BE LOCATED AT 1700 KENNEDY CAUSEWAY, SUITE 100, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE PURSUANT TO SECTION 111.03 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, FROM THE STRICT INTERPRETATION OF SECTION 111.12(A)(1) AND 111.12 (B)(1) FOR THE ISSUANCE OF A BUSINESS TAX RECEIPT TO PERMIT THE SALE AND ON PREMISES CONSUMPTION OF BEER AND WINE WITHIN 300 FEET OF AN EXISTING RESTAURANT HOLDING A 4COP LICENSE AND WITHIN 500 FEET OF A SCHOOL; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN MARTELL)

WHEREAS, Erika JM LLC has applied to North Bay Village for a variance, pursuant to Section 111.03 of the North Bay Village Code of Ordinances from the strict interpretation of Section 111.12(A)(1) and 111.12(B)(1), for the issuance of a Business Tax Receipt to permit the sale and on premises consumption of beer and wine within 300 feet of an existing restaurant holding a 4COP License and within 500 feet of a public school; at 1700 Kennedy Causeway, #100; and

WHEREAS, Section 111.03 and Section 4.9 of the Village Code set forth the authority of the Village Commission to consider and act upon an application for a variance.

WHEREAS, in accordance with Section 4.4 of the Unified Land Development Regulations, a public hearing by the Planning and Zoning Board was noticed for March 6, 2018, at 7:30 P.M. at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and the Planning and Zoning Board reviewed the application, conducted a public hearing and recommended approval of the request; and

WHEREAS, in accordance with Section 4.4 of the Village Code Unified Land Development Code, a public hearing by the Village Commission was noticed for April 10, 2018 at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

Agenda Item 11A

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

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Findings.

In accordance with Section 111.03 of the Village Code, the Village Commission finds that:

- A. That the granting of the variance will be in harmony with the general purpose and intent of this chapter and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- B. That the variance is consistent with the purposes and goals contained in and projected in the Master Plan.
- C. That the granting of the variance will have limited negative effects on the number of persons residing or working in the building or on the land, and traffic conditions in the vicinity of the location of the requested variance.

Section 3. Grant.

The Variance for a Business Tax Receipt to permit the sale and on premises consumption of beer and wine within 300 feet of an existing restaurant holding a 4cop license and within 500 feet of a public school is hereby granted to Erika JM LLC, d/b/a Sushi Erika.

Section 4. Appeal.

In accordance with Section 4.5 of the Unified Land Development Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 5. Conditions.

The Variance is approved subject to the following conditions:

1. There are no objections from owners or occupants of neighboring residential properties.

Agenda Item 11A

2. Cost Recovery changes must be paid pursuant to Section 5.12. Specifically, no license or permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
3. Authorization or issue of a variance by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a variance or a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

Section 6. Violation of Terms and Conditions.

Failure to adhere to the approval terms and conditions contained in this Resolution shall be considered a violation of this Resolution and persons found violating the Resolution shall be subject to the penalties prescribed by the Village Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

Section 7. Effective Date.

This Resolution shall become effective upon its adoption.

The 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 Andreana Jackson	_____
Commissioner Jose Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Eddie Lim	_____

Agenda Item 11A

PASSED AND ADOPTED this 10th day of April 2018.

Connie Leon-Kreps, Mayor

Attest:

Yvonne P. Hamilton, CMC
Village Clerk

APPROVED AS TO FORM:

Norman C. Powell, Esq.
Village Attorney

North Bay Village Resolution: Erika JM LLC-1700 Kennedy Causeway, #100-Beer & Wine Variance.

Agenda Item 14A



North Bay Village

Administrative Offices

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

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

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

**TUESDAY, MARCH 13, 2018
7:30 P.M.**

1. CALL TO ORDER

The Commission of North Bay Village, Florida met in regular session, Tuesday, March 13, 2018, beginning at 7:31 P.M. in the Village Commission Chambers, 1666 Kennedy Causeway, #101, North Bay Village, Florida.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was recited in unison.

ROLL CALL

Present were the following:

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

Interim Village Manager Bert Wrains
Police Chief Carlos Noriega
Acting Public Works Director
Village Clerk Yvonne P. Hamilton
Deputy Village Clerk Graciela Mariot

A moment of silence was observed for the shooting tragedy at Marjory Stoneman Douglas High School in Parkland, Florida on February 14, 2018.

2. **A. PROCLAMATIONS AND AWARDS**

There were no proclamations or awards.

B. SPECIAL PRESENTATIONS

1. **The Honorable Senator Daphne Campbell**

The Mayor welcomed Senator Campbell, who gave an update on the recent Florida Legislative session. The Senator presented Resolutions the Commission and the Village Attorney in recognition of North Bay Village 73 years as a municipality.

C. ADDITIONS AND DELETIONS

Mayor Leon Kreps removed Item 9A from the Consent Agenda to be discussed separately, and Commissioner Cattabriga removed Item 9B. Vice Mayor Jackson moved Item 10B after Item 9.

3. **GOOD & WELFARE**

The following citizens addressed the Commission: Kevin Vericker of 7520 Hispanola Avenue, Dr. Douglas Hornsby of 1353 Bay Terrace, Mario Garcia of 7540 Cutlass Avenue, Gudrin Volker of 7517 Cutlass Avenue, Bud and Maria Farrey of 1315 Bay Terrace, and Mary Kramer of 7610 Coquina Drive.

4. **VILLAGE COMMISSION'S REPORT**

Mayor Leon Kreps, Vice Mayor Jackson, Commissioner Jose Alvarez, Commissioner Lim, and Commissioner Cattabriga gave oral reports.

5. **GRANT WRITER'S REPORT**

Interim Village Manager Bert Wrains discussed the grant projects presented in the Village Grant Writer's Report, which was included in the agenda package.

6. **ADVISORY BOARD REPORTS**

A. ADVISORY CHARTER REVIEW BOARD

The board's first meeting is scheduled for March 27, 2018.

B. ARTS, CULTURAL & SPECIAL EVENTS BOARD

Board Member Johnny Walker discussed potential use of the 1841 Galleon Street site as a recreational center with a pool and green space. He appealed to residents to participate in the Board.

C. ANIMAL CONTROL ADVISORY BOARD

Vice Chair Cecilia Veloz discussed the purpose of the proposed Cat Feeding Ordinance to reduce cat feeding frequency and regulate feeding locations.

D. BUSINESS DEVELOPMENT ADVISORY BOARD

Chair Kokoa Woodget announced an NBV Business Charrette for March 20, 2018 at Julie's Realty to be hosted by the Miami Beach Chamber of Commerce, as part of the Board's mission to improve Village businesses.

E. CITIZENS BUDGET & OVERSIGHT BOARD

Board Member Dr. Paul Norris discussed the Board's recommendations at their February 20th meeting for the Commission to move forward with the project of burying the utilities, if FEMA approves the \$5 Million grant for the project. If the grant is not approved, the issue should quickly go back to the voters with the correct dollar amount for the project. The Board further recommended the Village not move forward with the purchase of the Sakura lot for a New Village Hall because funding is not available to build without going back to the voters for approval of bond funding. In addition, the Board expressed concerns about the traffic flow on Harbor Island which cannot accommodate a busy building at the location; and residents of Harbor Island need a dog park and recreational space.

F. COMMUNITY ENHANCEMENT BOARD

Chair Kokoa Woodget discussed items addressed by the Board at the February 15th meeting regarding replacement of Village street signs, replacement of bulb outs on Treasure Island, approval of the Commission to host a Short Term Vacation Rental (STVR) Workshop, and support for relocating the Public Works Yard out of the Village.

G. PLANNING & ZONING BOARD

Vice Chair Marvin Wilmoth discussed the Board's recommendation for the Commission to approve a request by Sushi Erika to sell beer and wine at the proposed sushi restaurant at 1700 Kennedy Causeway, and an Ordinance to allow the transfer density of Village owned lots.

7. VILLAGE ATTORNEY'S REPORT

Village Attorney Norman Powell informed the Commission that the owners of the properties identified for potential relocation of the Public Works site is no longer inclined to sell; and he discussed another opportunity to acquire three contiguous properties.

Mayor Connie Leon Kreps moved to authorize the Interim Village Manager to research and evaluate the properties, and discuss with the owners acquisition of the property to

relocate the Public Works Yard. The motion was seconded by Vice Mayor Andreana Jackson.

The Mayor opened the floor to public comments. After there were no interested parties to speak on this item, public comments was closed.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Eddie Lim, Commissioner Jose Alvarez, Vice Mayor Andreana Jackson, Commissioner Laura Cattabriga, and Mayor Connie Leon Kreps all voted Yes.

The Village Attorney updated the Commission on pending litigation.

8. VILLAGE MANAGER'S REPORTS

Public Works Director Diego Lopez discussed the repairs to the water pipes and monitoring and testing of sanitary sewer outfalls.

Interim Village Manager Bert Wrains announced the Miami Beach Chamber of Commerce Heroes Breakfast for March 30th, 2018. He thanked Yocelyn Galiano, Village Manager of Pinecrest, for her assistance on the Village Manager Selection Committee. He discussed the need for workshops to update the Village Strategic Plan and address exterior building color regulations.

Mr. Wrains informed the Commission of the request by El Portal to purchase two (2) NBV surplus police vehicles for \$500 each.

Commissioner Eddie Lim moved to donate the two Ford Crown Victoria vehicles to the Village of El Portal. Mayor Connie Leon Kreps seconded the motion.

The Mayor opened the floor to public comments. After there were no interested parties to speak on the item, public comments was closed.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jose Alvarez, Vice Mayor Andreana Jackson, Commissioner Laura Cattabriga, Mayor Connie Leon Kreps, and Commissioner Eddie Lim all voting Yes.

Commissioner Eddie Lim moved to authorize the Interim Village Manager to donate two (2) surplus printers to the Village of El Portal and use his discretion to donate the remaining printers to multiple charities (Salvation Army, Goodwill, Battered Woman Shelters, and Veterans Affairs). Commissioner Laura Cattabriga seconded the motion.

The Mayor opened the floor to public comments. After there were no interested parties to speak on the item, public comments was closed.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jose Alvarez, Vice Mayor Andreana Jackson, Commissioner Laura Cattabriga, Mayor Connie Leon Kreps, and Commissioner Eddie Lim all voting Yes.

The Mayor adjourned the meeting at 9:53 P.M. The meeting reconvened at 10:00 P.M.

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.)

Items were withdrawn from the Consent Agenda and heard on the Regular Agenda.

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

- 10C. **A RESOLUTION OF THE 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 Village Clerk read the Resolution by title.

The Commission discussed the provisions of the contract with the Village's labor counsel and Village Attorney, particularly payment upon termination.

Vice Mayor Andreana Jackson moved to approve the Resolution, and Mayor Connie Leon Kreps seconded the motion.

The Mayor opened the floor to public comments.

The following individuals addressed the Commission: Reinaldo Trujillo, property owner of 7601 E. Treasure Drive, Dr. Richard Chervony of 7601 Center Bay Drive, Kevin Vericker of 7520 Hispanola Avenue, Dr. Douglas N. Hornsby of 1353 Bay Terrace, Gudrin Volker of 7517 Cutlass Avenue, Tim Dennis of 7900 Harbor Island Drive, and Johnny Walker of 1900 South Treasure Drive.

Vice Mayor Andreana Jackson moved to approve the motion as amended to modify the Village Attorney's contract to reflect twenty (20) weeks of severance consistent with Florida Statute, and to change the twelve (12) month termination waiver to three (3) months. Mayor Connie Leon Kreps seconded the motion as amended.

The motion was adopted by a 4-1 roll call vote. The vote was as follows: Commissioner Laura Cattabriga, Mayor Connie Leon Kreps, Commissioner Jose Alvarez, and Vice Mayor Andreana Jackson all voting Yes. Commissioner Eddie Lim voted No.

Interim Village Manager Bert Wrains clarified he will review the agreement for correctness after revision by the labor counsel, David Miller; and he and the Village Clerk will execute the document without bringing it back to the Commission.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING A PILOT PROGRAM FOR THE PURPOSE OF CAT FEEDING IN THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER BERT WRAINS)**

Vice Mayor Andreana Jackson moved to table Item 10B until the new Village Manager is hired. Commissioner Jose Alvarez seconded the motion, and all voted in favor.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SALE AND PURCHASE AGREEMENT WITH EQUITY ONE (FLORIDA PORTFOLIO) LLC FOR ACQUISITION OF THE PROPERTY LOCATED AT 1335 N.E. 79TH STREET CAUSEWAY WITHIN THE VILLAGE, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND ASSOCIATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER BERT WRAINS)**

The Village Clerk read the Resolution by title.

Interim Village Manager Bert Wrains advised the Commission that action is required to move forward with the purchase of the Sakura lot; or they could request an additional 30-day extension if more time is needed. The Commission discussed with the Village Attorney and the Interim Village Manager reducing the purchase price; and advised them to propose a counter offer to the buyer informing him that the waiver of the lien is nonnegotiable, and the amount has to be deducted from the purchase price.

Vice Mayor Andreana Jackson moved to direct the Village Attorney to request a 30-day extension of the Sakura Purchase contract, and negotiate a lower selling price with the lien amount deducted from the selling price. Mayor Connie Leon Kreps seconded the motion.

The Mayor opened the floor to public comments. Johnny Walker of 1900 South Treasure Drive addressed the Commission. The Mayor opened the floor to public comments. After there were no additional interested parties to speak on the item, public comments was closed.

Mayor Connie Leon Kreps moved to extend the Commission Meeting to 12:30 A.M. Commissioner Eddie Lim seconded the motion, and all voted in favor.

Agenda Item 14A

Regular Village Commission Meeting

April 10, 2018

- A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING ON THE STATE OF FLORIDA, GOVERNOR RICK SCOTT, PRESIDENT DONALD TRUMP, AND THE FEDERAL GOVERNMENT TO ENACT OR ADOPT LEGISLATION TO REDUCE GUN VIOLENCE BY REQUIRING A BACKGROUND CHECK FOR EVERY FIREARM SALE; SUPPORTING THE PASSAGE OF A RED FLAG LAW; RAISING THE MINIMUM AGE FOR THE LEGAL PURCHASE OF FIREARMS, MAGAZINES AND AMMUNITION TO TWENTY ONE (21); SUPPORTING THE PASSAGE OF LEGISLATION THAT WOULD KEEP MILITARY STYLE WEAPONS AND HIGH CAPACITY MAGAZINES AWAY FORM SCHOOLS; AUTHORIZING THE VILLAGE CLERK TO TRANSMIT THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON KREPS, VICE MAYOR ANDREANA JACKSON, COMMISSIONER JOSE ALVAREZ, AND COMMISSIONER LAURA CATTABRIGA)**

The Village Clerk read the resolution by title on second reading.

Mayor Connie Leon Kreps moved to extend the meeting to 1:00 A.M. Commissioner Jose Alvarez seconded the motion, and all voted in favor.

Vice Mayor Andreana Jackson moved to approve the Resolution, and Commissioner Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments. After there were no interested parties to speak on the item, public comments was closed.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Laura Cattabriga, Mayor Connie Leon Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Vice Mayor Andreana Jackson all voting Yes.

The following item was withdrawn from the consent agenda by Commissioner Laura Cattabriga.

- E. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE VILLAGE MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO LAW ENFORCEMENT MUTUAL AID AGREEMENTS WITH THE CITY OF AVENTURA, CITY OF NORTH MIAMI BEACH, TOWN OF GOLDEN BEACH, TOWN OF SURFSIDE, AND VILLAGE OF EL PORTAL, SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER BERT WRAINS)**

The Village Clerk read the Resolution by title.

Agenda Item 14A

Regular Village Commission Meeting

April 10, 2018

Interim Village Manager Bert Wrains and Chief Noriega explained the item.

Vice Mayor Andreana Jackson moved to approve the Resolution, and Commissioner Laura Cattabriga seconded the motion.

The Mayor opened the floor to public comments. After there were no interested parties to speak on the item, public comments was closed.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Laura Cattabriga, Mayor Connie Leon Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Vice Mayor Andreana Jackson all voting Yes.

The following item was withdrawn from the consent agenda by Mayor Connie Leon Kreps.

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE EXPENDITURE OF \$500 FROM THE UNRESERVED FUND BALANCE TO SUPPLEMENT THE COST OF PARTICIPATION IN THE MIAMI-DADE COUNTY LEAGUE OF CITIES 64TH ANNUAL GALA; AMENDING THE FY 2018 GENERAL OPERATING BUDGET BY TRANSFERRING FUNDS FROM THE UNRESERVED FUND BALANCE; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER BERT WRAINS)**

The Village Clerk read the Resolution by title.

Interim Village Manager Bert Wrains reported the price for the event has increased from \$2,500 to \$3,000.

Commissioner Eddie Lim moved to approve the Resolution, and Vice Mayor Andreana Jackson seconded the motion.

The Mayor opened the floor to public comments. After there were no interested parties to speak on the item, public comments was closed.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jose Alvarez, Vice Mayor Andreana Jackson, Commissioner Laura Cattabriga, Mayor Connie Leon Kreps, and Commissioner Eddie Lim 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.

- A. AN AMENDMENT TO THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE, AMENDING CHAPTER 3, "DEFINITIONS," SECTION 9.3(E) "OFF-STREET PARKING REQUIREMENTS," AND CREATING SECTION 9.3(G), MECHANICAL PARKING LIFTS WITH VALET PARKING SERVING LEGAL NONCONFORMING RESIDENTIAL DEVELOPMENT IN THE RM-70 DISTRICT," TO ALLOW FOR REVISED PARKING LOT DESIGN DIMENSIONS, TO ALLOW FOR MECHANICAL PARKING LIFT SPACES TO COUNT TOWARD THE REQUIRED NUMBER OF PARKING SPACES FOR CERTAIN LEGAL NONCONFORMING RESIDENTIAL DEVELOPMENTS IN THE RM-70 DISTRICT, AND TO PROVIDE SAFETY STANDARDS FOR MECHANICAL PARKING LIFTS; PROVIDING FOR CONFLICTS; CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER BERT WRAINS)**

The Village Clerk read the Ordinance on second reading, by title.

The Village Planner Jim LaRue presented the Staff Report recommending approval of the Ordinance to allow mechanical parking lifts to be utilized in the RM-70 Zoning Districts for properties that are nonconforming as to parking; and he discussed conditions included that require valet parking attendants to be on duty for each parking lot that utilizes mechanical parking lifts: between the hours of 5:00 A.M. to 1:00 A.M., a minimum of two (2) valet parking attendants shall be on duty, and between the hours of 1:00 A.M. to 5:00 A.M., a minimum of one (1) valet parking attendant shall be on duty; and either the owner or lessee of a parking lot that utilizes mechanical parking lifts shall carry liability insurance to cover any damage, injury, or accident that could occur within the parking lot.

Vice Mayor Andreana Jackson moved to adopt the ordinance on second reading, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the Public Hearing.

The following addressed the Commission: Kokoa Woodget of 7925 West Drive, Graham Penn, Esq., counsel for Treasures on the Bay, Bercow Radell Fernandez & Larkin, 200 S. Biscayne Boulevard, Suite 850, Miami, FL 33131, Johnny Walker of 1900 South Treasure Drive, and Gudrin Volker of 7517 Cutlass Avenue.

After there were no interested parties to speak on the item, public hearing was closed.

The Mayor requested language be included in the Ordinance to prohibit the condominium associations that utilize mechanical parking lifts from leasing or selling parking spaces and charging for guest parking.

The motion was adopted by a 5-0 roll call vote, as amended to include language prohibiting the lease or sale of parking spaces and charge to guest for parking by condominium associations that utilize the mechanical parking lifts. The vote was as follows: Commissioner Laura Cattabriga, Mayor Connie Leon Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Vice Mayor Andreana Jackson all voting Yes.

- B. AN AMENDMENT TO THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE, AMENDING SECTION 5.12(E) “SCHEDULE OF FEES AND COST RECOVERY DEPOSITS”, AMENDING SECTION 7.4(A) NON-HARDSHIP VARIANCES FOR SINGLE FAMILY PROPERTIES”, AMENDING SECTION 8.13(B) “BOATS DOCKS AND PIERS”, AMENDING SECTION 8.13(F) “FENCES WALLS AND HEDGES”, AMENDING SECTION 8.13(L) “SETBACK ENCROACHMENTS”, AMENDING SECTION 8.13(N) “TOWERS ANTENNAS POLES AND MASTS”, AMENDING SECTION 9.3(C) “MINIMUM NUMBER OF OFF-STREET PARKING SPACES REQUIRED”, AMENDING SECTION 9.11 “DADE COUNTY SHORELINE DEVELOPMENT REVIEW”, AMENDING SECTION 9.12 “COASTAL CONSTRUCTION WITHIN BISCAYNE BAY”, AMENDING SECTION 11.6 “EXEMPTED SIGNS”, AMENDING SECTION 11.9 “DISTRICT SIGN REGULATIONS”, DELETING SECTION 150.11 “CONSTRUCTION STRUCTURAL ALTERATION”, AMENDING SECTION 150.12 “MARINAS”, DELETING SECTION 150.13 “SEAWALL MAINTENANCE AND ENFORCEMENT”; PROVIDING FOR CONFLICTS; CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER BERT WRAINS) – PUBLIC HEARING**

The Village Clerk read the Ordinance by title.

Village Planner Jim LaRue presented the Staff Report recommending approval of the Ordinance.

Vice Mayor Andreana Jackson moved to adopt the ordinance, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to Public Hearing. After there were no interested parties to speak on the item, Public Hearing was closed.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Laura Cattabriga, Mayor Connie Leon Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Vice Mayor Andreana Jackson all voting Yes.

- C. **AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE CODE OF ORDINANCES BY REPEALING CHAPTER 154, “FLOOD DAMAGE PREVENTION”; REPLACING CHAPTER 10, “FLOOD PLAIN MANAGEMENT” OF THE UNIFIED LAND DEVELOPMENT CODE; TO ADOPT FLOOD HAZARD MAPS, DESIGNATE A FLOODPLAIN ADMINISTRATOR, ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER BERT WRAINS)**

The Village Clerk read the Ordinance by title on second reading.

The Village Planner Jim LaRue reported the Ordinance moves the Flood Damage Prevention information from the Village Code into the Village’s Unified Land Development Regulations; and language is consistent with the South Florida Building Code. He noted the program could allow for reduction in the price of flood insurance.

Vice Mayor Andreana Jackson moved to adopt the Ordinance, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to Public Hearing. After there were no interested parties to speak on the item, Public Hearing was closed.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Laura Cattabriga, Mayor Connie Leon Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Vice Mayor Andreana Jackson all voting Yes.

12. **UNFINISHED BUSINESS**

There was no unfinished business.

13. **NEW BUSINESS**

A. **APPOINTMENT TO THE CITIZENS BUDGET & OVERSIGHT BOARD**

Vice Mayor Andreana Jackson moved to appoint Julianna Strout to the Citizens Budget & Oversight Board. Commissioner Laura Cattabriga seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Laura Cattabriga, Mayor Connie Leon Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Vice Mayor Andreana Jackson all voting Yes.

B. GARAGE SALE EVENT

The Commission discussed recommencing the Village garage sale events.

Vice Mayor Andreana Jackson moved to defer the matter. Commissioner Laura Cattabriga seconded the motion, and all voted in favor.

14. APPROVAL OF MINUTES – COMMISSION MEETINGS

A. REGULAR COMMISSION MEETING – FEBRUARY 13, 2018

Commissioner Jose Alvarez moved to approve the Minutes. Commissioner Eddie Lim seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Laura Cattabriga, Mayor Connie Leon Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Vice Mayor Andreana Jackson all voting Yes.

15. ADJOURNMENT

The meeting adjourned at 12:39 A.M.

Prepared by: Yvonne P. Hamilton, CMC
Village Clerk

Adopted by North Bay Village on this _____ day of
_____ 2018.

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)

Agenda Item 14B



North Bay Village

Administrative Offices

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

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

OFFICIAL MINUTES SPECIAL VILLAGE COMMISSION MEETING

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

THURSDAY, MARCH 15, 2018
7:30 P.M.

1. CALL TO ORDER

The meeting was called to order at 7:34 P.M. by Mayor Connie Leon Kreps.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Present were the following:

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

Interim Village Manager Bert Wrains
Village Attorney Norman Powell
Village Clerk Yvonne P. Hamilton
Deputy Village Clerk Grace Mariot
Police Chief Carlos Noriega
Acting Public Works Director
Acting HR Director Ana DeLeon

Agenda Item 14B

Special Village Commission Meeting
March 15, 2018

A Moment of Silence was held for the FIU Bridge Collapse Victims.

2. RANKING OF VILLAGE MANAGER CANDIDATES

Village Manager Norman Powell introduced Yocelyn Galiano, Chair of the Village Manager Selection Committee, who gave an overview of the selection process.

The Commission voted by ballot, and ranked the candidates from 1 through 3, with 1 being the first choice, 2 second choice, and 3 third choice. The Village Clerk announced the results as follows:

(A)	Candidate Anita Fain Taylor	<u>Ranking</u>
	Connie Leon Kreps	3
	Vice Mayor Andreana Jackson	2
	Commissioner Jose Alvarez	3
	Commissioner Laura Cattabriga	3
	Commissioner Eddie Lim	3
(B)	Candidate Marlen D. Martell	<u>Ranking</u>
	Connie Leon Kreps	1
	Vice Mayor Andreana Jackson	1
	Commissioner Jose Alvarez	1
	Commissioner Laura Cattabriga	1
	Commissioner Eddie Lim	2
(C)	Candidate Yvonne Soler-McKinley	
	Connie Leon Kreps	2
	Commissioner Andreana Jackson	3
	Commissioner Jose Alvarez	2
	Commissioner Laura Cattabriga	2
	Commissioner Eddie Lim	1

3. APPOINTMENT/SELECTION OF VILLAGE MANAGER

Vice Mayor Andreana Jackson moved to appoint Marlen D. Martell as the Village Manager, and Commissioner Laura Cattabriga seconded the motion.

The Mayor opened the floor to public comments.

Jane Blake of 7601 Coquina 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 Laura Cattabriga, Mayor Connie Leon Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Vice Mayor Andreana Jackson all voting Yes.

Agenda Item 14B

Special Village Commission Meeting

March 15, 2018

Mayor Connie Leon Kreps moved to authorize the Interim Village Manager and the Village Attorney to negotiate a contract with Village Manager Marlen D. Martell, and provide to David Miller, Village Labor Counsel, for review. Commissioner Laura Cattabriga seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Eddie Lim, Commissioner Jose Alvarez, Vice Mayor Andreana Jackson, and Mayor Connie Leon Kreps all voting Yes.

The negotiated agreement will be provided to the Commission for approval.

4. ADJOURNMENT

The meeting adjourned at 8:10 P.M.

Prepared by: Yvonne P. Hamilton, CMC
Village Clerk

Adopted by North Bay Village on this _____ day of
_____ 2018.

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)

Agenda Item 14C



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 SPECIAL VILLAGE COMMISSION MEETING

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

WEDNESDAY, MARCH 28, 2018
6:30 P.M.

1. CALL TO ORDER

The Commission of North Bay Village, Florida met in regular session, Tuesday, March 28, 2018, beginning at 7:31 P.M. in the Village Commission Chambers, 1666 Kennedy Causeway, #101, North Bay Village, Florida.

PLEDGE OF ALLEGIANCE

Village Manager Marlen Martell led the Pledge of Allegiance.

ROLL CALL

Present were the following:

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

Interim Village Manager Bert Wrains
Police Chief Carlos Noriega
Acting Public Works Director Diego Lopez
Village Clerk Yvonne P. Hamilton
Deputy Village Clerk Graciela Mariot

2. RESOLUTION

- A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT FOR VILLAGE MANAGER MARLEN MARTELL; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE LABOR COUNSEL DAVID C. MILLER)**

The Village Clerk read the Resolution by title.

Vice Mayor Andreana Jackson moved to approve the Resolution, and Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments.

Fane Lozman addressed the Commission.

The Mayor closed the floor to public comments.

Commissioner Lim moved to offer a \$96,000 salary package to Village Manager Martell, as opposed to \$125,000, with a one-year performance review appraisal. There was no second to the motion.

Village Manager Martell clarified that she had resigned from Biscayne Park as City Clerk and from North Miami Beach as Commissioner, as of March 28, 2018.

Commissioner Laura Cattabriga suggested leave be accrued quarterly, instead of upon the effective date of the contract.

Mrs. Martell accepted the amendment to her employment agreement for leave to accrue quarterly, as recommended by Commissioner Laura Cattabriga.

The motion was adopted by a 4-1 roll call vote to approve the Employment Contract with the revision for leave to accrue quarterly. The vote was as follows: Commissioner Laura Cattabriga, Mayor Connie Leon Kreps, Commissioner Jose Alvarez, and Vice Mayor Andreana Jackson all voting Yes. Commissioner Eddie Lim voted No.

B. **OATH OF OFFICE – VILLAGE MANAGER MARLEN MARTELL**

The Oath of Office was administered to Village Manager Martell by Yolanda Aguilar, Village Manager of West Miami.

Village Manager Martell announced a Telephone Village Conference via the website, scheduled for April 7, 2018 from 7:00 P.M. to 8:00 P.M. for open communication with village residents.

3. ADJOURNMENT

The meeting adjourned at 7:10 P.M.

*Prepared and submitted by: Yvonne P. Hamilton
Village Clerk*

*Adopted by the Village Commission on
this ___ day of _____ 2018.*

Connie Leon Kreps, Mayor

(Note: The Minutes are summary of the proceeding.)



North Bay Village, Florida

Comprehensive Annual Financial Audit

Fiscal Year Ended September 30, 2017

North Bay Village, Florida

Comprehensive Annual Financial Report
For the Fiscal Year Ended September 30, 2017

Prepared By:
Finance Department

Bert Wrains, Finance Director

North Bay Village, Florida

Table of Contents

Introductory Section:

Letter of Transmittal	i-v
Certificate of Achievement for Excellence in Financial Reporting - 2016	vi
Organizational Chart	vii
List of Principal Officials	viii

Financial Section:

Independent Auditor's Report	1-3
Management's Discussion and Analysis (Unaudited)	4-10
Basic Financial Statements:	
Government-Wide Financial Statements	
Statement of Net Position	11
Statement of Activities	12
Fund Financial Statements:	
Balance Sheet - Governmental Funds	13
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position	14
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	15
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	16
Statement of Net Position - Proprietary Funds	17
Statement of Revenues, Expenses and Changes in Net Position - Proprietary Funds	18
Statement of Cash Flows - Proprietary Funds	19-20
Notes to Basic Financial Statements	21-42

North Bay Village, Florida

Table of Contents (continued)

Required Supplementary Information:

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund	43-45
Notes to Budgetary Comparison Schedule	46
Schedule of Funding Progress - Other Post-Employment Benefits (Unaudited)	47
Schedule of Proportionate Share of Net Pension Liability - Florida Retirement System Pension Plan (Unaudited)	48
Schedule of Proportionate Share of Net Pension Liability - Retiree Health Insurance Subsidy Program (Unaudited)	49
Schedule of Contributions - Florida Retirement System Pension Plan (Unaudited)	50
Schedule of Contributions - Retiree Health Insurance Subsidy Program (Unaudited)	51
Schedule of Investment Returns - Florida Retirement System Pension Plan (Unaudited)	52
Schedule of Investment Returns - Retiree Health Insurance Subsidy Program (Unaudited)	53

Other Financial Information:

Combining and Individual Fund Financial Statements and Schedules:

Combining Balance Sheet - Nonmajor Governmental Funds	54
Combining Statement of Revenues, Expenditures and Changes in Fund Balances - Nonmajor Governmental Funds	55
Budgetary Comparison Schedules:	
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - Transportation Fund	56
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - Children's Services Fund	57
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - Building Fee Fund	58
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - Street Maintenance Fund	59
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - Debt Service Fund	60
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - Capital Projects Fund	61

North Bay Village, Florida

Table of Contents (continued)

Statistical Section (Not Covered by Independent Auditor's Report):

Table 1 - Net Position by Component	62
Table 2 - Changes in Net Position	63-64
Table 3 - Governmental Activities Tax Revenues by Source	65
Table 4 - Fund Balances of Governmental Funds	66
Table 5 - Changes in Fund Balances of Governmental Funds	67-68
Table 6 - General Governmental Tax Revenue by Source	69
Table 7 - Assessed Value and Estimated Actual Assessed Value of Taxable Property	70
Table 8 - Property Tax Rates - Direct and Overlapping Governments	71-72
Table 9 - Principal Property Taxpayers	73
Table 10 - Property Tax Levies and Collections	74
Table 11 - Ratios of Outstanding Debt by Type	75
Table 12 - Ratios of General Bonded Debt Outstanding	76
Table 13 - Direct and Overlapping Governmental Activity Debt	77
Table 14 - Legal Debt Margin Information	78
Table 15 - Pledged Revenue Coverage	79
Table 16 - Demographic and Economic Statistics	80
Table 17 - Occupational Employment by Group - Miami-Dade County, Florida	81
Table 18 - Full-Time Equivalent Village Government Employees by Function	82
Table 19 - Operating Indicators by Function	83
Table 20 - Capital Asset Statistics by Function	84

Compliance Section:

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	85-86
Independent Auditor's Report on Compliance for Each Major State Project and on Internal Control over Compliance Required by Chapter 10.550, <i>Rules of The Auditor General</i>	87-88

North Bay Village, Florida

**Table of Contents
(continued)**

Independent Auditor's Report to the Village Management	89-90
Independent Auditor's Report on Compliance with Section 218.415, Florida Statutes	91
Schedule of Expenditures of State Financial Assistance	92
Notes to Schedule of Expenditures of State Financial Assistance	93
Schedule of Findings and Questioned Costs	94

INTRODUCTORY SECTION

Addendum #1



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

March 23, 2018

The Honorable Mayor Connie Leon Kreps, and
The Members of the Village Commission, and
The Citizens of North Bay Village

In accordance with Section 11.45, and Section 218.39 Florida Statutes and Section 4.01 of North Bay Village, Florida's ("the Village") Charter, submitted herewith is the Village's Comprehensive Annual Financial Report (the "CAFR") for the fiscal year ended September 30, 2017.

The financial statements included in this report conform to generally accepted accounting principles in the United States ("GAAP") as prescribed by the Governmental Accounting Standards Board ("GASB"). The Village is responsible for the accuracy of the data and the completeness and fairness of the presentation, including all disclosures. The financial statements have been audited by Keefe McCullough. The independent auditors have issued an unmodified opinion that this report fairly presents the financial position of the Village and complies with all reporting standards noted above.

The contents of this report are aimed at compliance with GASB pronouncements, including Statement No. 34, requiring the preparation of government-wide financial statements on a full accrual basis of accounting for all funds and including Management's Discussion and Analysis. Also included are additional and enhanced Statistical Tables required by GASB Statement No. 44.

THE REPORTING ENTITY AND ITS SERVICES

The Village was incorporated on June 4, 1945 and is a political subdivision of the State of Florida. The Village operates under a Commission-Manager form of government and provides General Government, Public Safety, Utility and Community Services to its residents and business community. The Mayor and four (4) Commissioners are responsible for establishing the Village's policies. The Mayor and Commission appoint the Village Manager who is the Chief Administrative Officer of the Village and is responsible for implementing policies adopted by the Commission.

This report includes all of the funds for which the Village is financially accountable. Although Miami-Dade County, Miami-Dade Fire and Rescue, Miami-Dade Library, Florida Inland Navigation District, South Florida Water Management District and the Children's Trust levy and collect taxes on property located within the Village's corporate limits, financial information on these taxing authorities is not included in this report since each has a separate elected governing body, are legally separate and are fiscally independent of the Village. Annual financial reports of these units of government are available upon request from each authority.

Mayor
Connie Leon-Kreps

Vice Mayor
**Andreana
Jackson**

Commissioner
**Jose R.
Alvarez**

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Addendum #1

The Village consists of an area of approximately .80 square miles, with a population of 8,973 residents. The actual land area is .37 square miles and the remaining is the waters of Biscayne Bay that surrounds the Village. The Village has had only one major private sector development in the previous 7 years. The projects before 2010 consisted of new condominiums and apartment developments. The one major development was an upscale apartment project that was started in early 2014 and was completed in late 2015. The property tax revenues were partially realized by the Village in FY 2016 and full tax revenues were realized in FY 2017 budget year. Currently there are 8 new mixed-use, residential and commercial developments in the Village's review and approval process. Some of these projects are expected to start in 2018. One of the attractions for new development is that North Bay Village is a 3 island paradise surrounded by Biscayne Bay. The Village is working on a Bay Walk as well as the Boardwalk project to provide public access and show off the beautiful views of Biscayne Bay.

Fiscal Year 2017

The combination of a mix of small (older) and larger (newer) condominiums along with the Village location on Biscayne Bay has allowed the taxable value to recover from the most recent real estate volatility. The Village's current taxable value of approximately \$ 1 billion shows a 62.2% improvement since the lowest taxable values in 2013. This is the fifth straight year of increased values. During the past year, we continued to see positive signs that the local economy had improved as the number of building permits and applications for mixed use (commercial and residential) projects increased. An increase in the permits for new and renovated single family homes is another positive sign of an improving economy. Another important factor is that these new projects will be producing jobs for the local economy.

The Village Manager declared a state of emergency in North Bay Village in response to the anticipated landfall of Hurricane Irma, and was authorized by the Village Commission to expend \$750,000 from General Fund Reserves to cover the costs incurred for hurricane related expenses, including debris removal, personnel overtime and any other necessary emergency expenses. The Village has applied for reimbursement from FEMA. Any funds received from FEMA will be used to replace any reserved fund monies.

MAJOR INITIATIVES

The Village, in 2017 continued to work on major repairs and improvements to the Village's infrastructure;

- Continuation of the rehabilitation of the Village's entire sanitary sewer system;
- Preparing the specifications to rehabilitate the Village's 4 sanitary sewer lift stations;
- Designed and bid out the complete water main rehabilitation;
- Started the replacement of all water meters in the Village's system;
- Started major repairs on the Village's stormwater systems;
- Started the construction of the first phase of a new Bay Walk project;

In addition, the following major capital improvements are in process at the end of fiscal year 2017 and should be completed in 2018 and 2019. These projects will provide over \$ 41,000,000 of new construction.

- Contracted with a renowned architectural firm to start the final design of a New Village Hall. This will include a fire station operated by Miami Dade County as well as the police department and dispatch that is operated by the Village. This will be funded by voter approved debt; county provided funding for the fire station as well as the balance to be provided by the Village Commission.

Addendum #1

- Received approval from the Florida Department of Environmental Protections (DEP) for 3 loans to prepare the design and major renovations to the Villages aging water and sanitary sewer systems. The Village has contracted with Kimley Horn Engineering firm to complete the design and assist the Village with the bidding process. The sanitary sewer bid has been awarded and the contractor has completed phase one of the project. The water main rehabilitation and water meter replacement project started with the replacement of all water meters in the Village's system
- The Village has started construction on renovation of the stormwater infrastructure. The deep well injection pumps have been rebuilt, the injection wells are being redesigned and the outfalls are also being redesigned to eliminate back flow into the lines and catch basins. The new design is more environmentally friendly.
- The Village also started initial survey work on the development of an "Over The Water Boardwalk" project. This project will provide for panoramic views of Biscayne Bay that will be open to the public. The Village has received approval from the regulatory agencies and is applying to the Florida Department of Environmental Protection (DEP), the Florida Inland Navigation District (FIND) as well as the State legislature for assistance with funding for this project.

FINANCIAL INFORMATION

Internal Accounting Control

Management of the Village is responsible for establishing and maintaining internal controls designed to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with GAAP. Internal control is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

All internal control evaluations occurred within the above framework. We believe that the Village's internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

Budgetary Control

An annual appropriated budget is adopted for all governmental funds with the exception of the Federal Forfeiture Fund, State Forfeiture Fund, Police Improvement Trust Fund (Special Revenue Funds) and Parks Improvement Fund (Capital Project Fund). In accordance with Village Ordinance, appropriations are legally controlled at the Department level. Encumbrance accounting, under which purchase orders and other commitments for the expenditure of funds are recorded in the accounting records, is utilized throughout the fiscal year.

Overview of Financial Activity

The accompanying financial statements reflect that the Village has continued to expand its services to meet the demands of its residential and business communities. A summary of the major financial activities is included in the Management Discussion and Analysis Section of this report.

Addendum #1

Fund Balances

In fiscal year 2011, the Village implemented GASB Statement No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions" for its governmental activities. GASB Statement No. 54 establishes various classifications of fund balance based on a hierarchy which details constraints placed on the use of resources by creditors, grantors, contributors, laws or regulations of other governments and those internally imposed. Fund balances classified as restricted are those with externally enforceable limitations on use. Fund balances classified as committed can only be used for specific purposes determined by formal action of the Village Commission through an ordinance. Commitments can only be changed or lifted by the Village Commission through an ordinance. Assigned fund balances are amounts that the Village intends to use for a specific purpose but are neither restricted nor committed. Unassigned fund balance can be viewed as the net resources available at the end of the year.

Retirement Programs

The Village contributes to the Florida Retirement system (FRS) which is the basic defined benefit pension plan for most Village employees. The FRS contributions are based on employee classifications. The Village also contributes to a defined contribution plan for 5 employees that remained when the Village converted to the FRS. The plans currently cover all full-time and part-time employees of the Village. Under these plans, the Village contributes between 7.92% and 23.27% to the FRS. The employees covered by the FRS System contribute 3.0% of salary. The employees covered by the defined contribution plan contribute 5.5% of salary through a bi-weekly payroll deduction and the Village contributes 13.5%. Employer contributions for both plans for the fiscal year ended September 30, 2017 were approximately \$ 800,035

Labor Contracts

The Village has Collective Bargaining Agreements (CBA) with two unions. One union (FOP) is for sworn police officers and their CBA expires September 30, 2019. The other union (FOPA) covers the non-managerial and blue collar work force. The FOPA contract expires September 30, 2019.

Financing Programs and Debt Administration

The Village currently has seven outstanding long-term debt issues. The Village has five sewer infrastructure loans through the Florida Department of Environmental Protection (DEP). The five loans are accounted for entirely in the Utility Fund and are paid from customer charges for services. These loans have various interest rates ranging from .17% to 3.79%. The last loan will be paid off in August 2031. The principal outstanding on the sewer infrastructure loans as of September 30, 2017 totaled \$ 1,717,110.

The Village has two General Obligation (GO) bond issues outstanding. They were issued in 2010 and 2011 and will be paid off in December 2031 and June 2028, respectively. The total principal outstanding on the GO bonds as of September 30, 2017 is \$ 5,912,858.

OTHER INFORMATION

Independent Audit

In accordance with Section 11.45(3) (a) (4), Florida Statutes, and 4.1 of the Village Charter, the Village engaged the firm of Keefe McCullough, to perform the independent audit of the Village's accounts and records. The independent auditor's reports are included in the Financial Section.

Addendum #1

Certificate of Achievement

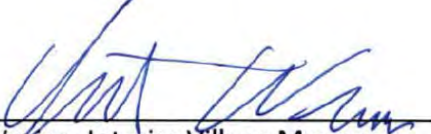
The Government Finance Officers Association of the United States and Canada (“GFOA”) awards the Certificate of Achievement for Excellence in Financial Reporting (CAFR) to units of governments whose annual financial reports meet the standards established by GFOA. This report must satisfy both generally accepted accounting principles and applicable legal requirements. It is designed to provide the reader a report that is formatted the same across multi governments throughout the United States and Canada. The Village submitted the FY 2016 financial statements under this program and was awarded the Village’s third CAFR award.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report meets the Certificate of Achievement Program’s requirements and we are submitting it to the GFOA to determine its eligibility for the Village’s fourth straight certificate award.

Acknowledgements

The preparation of this report on a timely basis could not have been accomplished without the efficient and dedicated services of the entire Finance Department. We express our appreciation to all members of the Department who assisted and contributed to its preparation. We also wish to thank the Village Mayor and Commission for their interest and support in planning and conducting the Village’s financial operations in a responsible and progressive manner.

Respectfully submitted,



Elbert Wrains, Interim Village Manager
and Finance Director



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**North Bay Village
Florida**

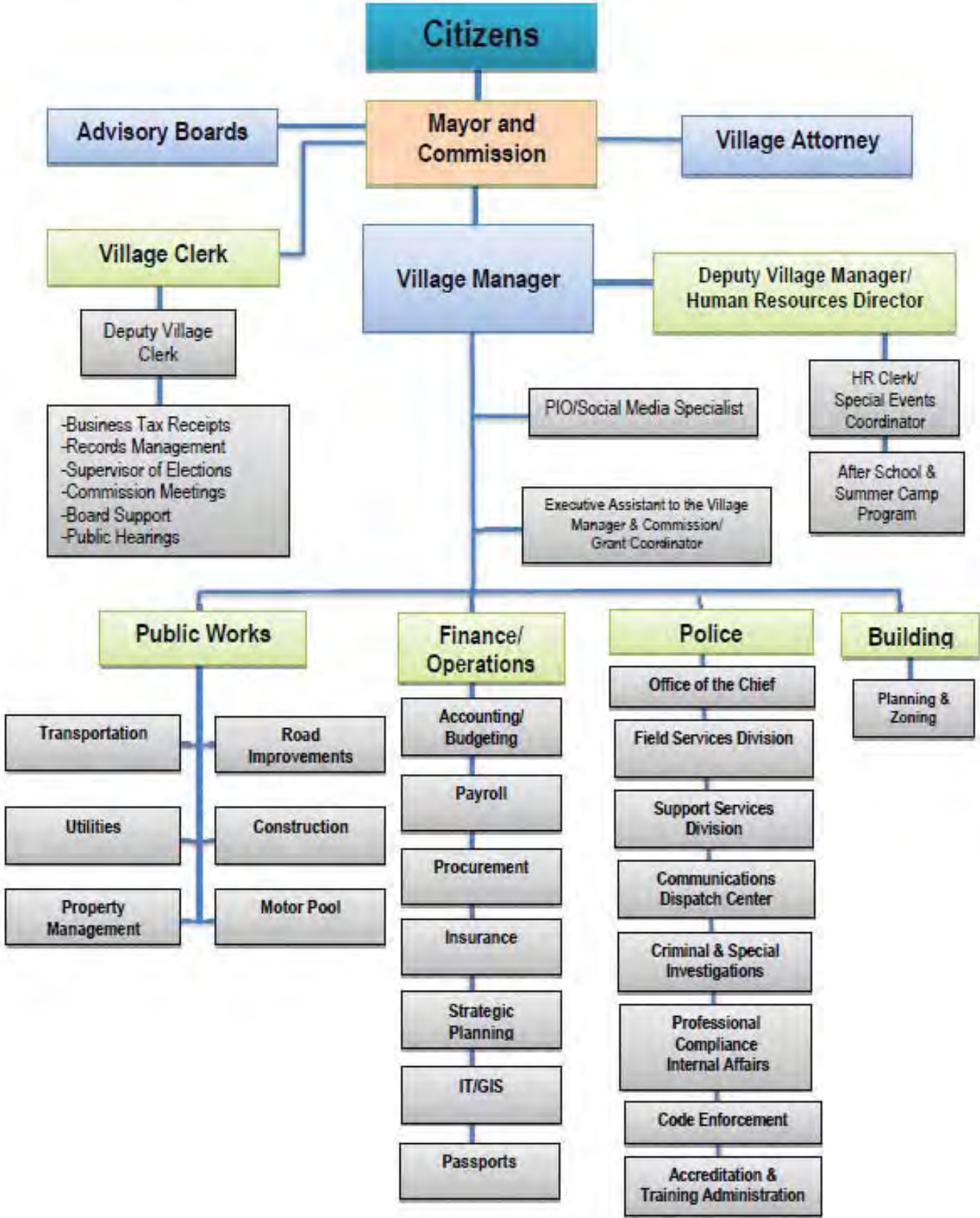
For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2016

Christopher P. Morrill

Executive Director/CEO

NORTH BAY VILLAGE ORGANIZATIONAL CHART



Addendum #1

LIST OF ELECTED AND PRINCIPAL OFFICIALS

<u>Title</u>	<u>Name</u>
Mayor	Connie Leon-Kreps
Vice Mayor	Eddie Lim
Commissioner	Jose Alvarez
Commissioner	Dr. Douglas Hornsby
Commissioner	Andreana Jackson
Village Manager	Frank Rollason
Village Clerk	Yvonne Hamilton
Village Attorney	Robert L. Switkes
Deputy Village Manager	Jenice Rosado
Finance Director	Bert Wrains
Chief Building Official	Raul Rodriguez
Police Chief	Carlos Noriega
Public Works Director	Raymond Rammo

FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and
Members of the Village Commission
North Bay Village, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of North Bay Village, Florida, (the "Village") as of and for the year ended September 30, 2017 and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

North Bay Village, Florida

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village, as of September 30, 2017, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the schedules related to post-employment benefits and pensions on pages 4 through 10 and 47 through 53, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements, budgetary comparison schedules, and statistical section, are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of state financial assistance is presented for purposes of additional analysis as required by Chapter 10.550, *Rules of the Auditor General*.

The combining and individual nonmajor fund financial statements, budgetary comparison schedules and schedule of expenditures of state financial assistance are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, budgetary comparison schedules and schedule of expenditures of state financial assistance are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

North Bay Village, Florida

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 23, 2018, on our consideration of the Village's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control over financial reporting and compliance.



KEEFE McCULLOUGH

Fort Lauderdale, Florida
March 23, 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS
(MD&A)

As management of the North Bay Village, Florida (the "Village") we offer readers of the accompanying financial statements this narrative overview and analysis of the financial activities of the Village for the fiscal year ended September 30, 2017.

Financial Highlights

The assets of the North Bay Village exceeded its liabilities at the close of the most recent fiscal year by \$ 11,816,256 (net position). Governmental net position amounted to \$ 2,210,159 and business-type net position amount to \$ 9,606,097. Net position increased by \$ 331,899 during the current fiscal year.

For the fiscal year ended September 30, 2017, the Village's governmental activities revenues and expenses were \$ 10,755,003 and \$ 10,903,685 respectively. As a result, governmental net position decreased by \$ 128,682.

For the fiscal year ended September 30, 2017, the Village's business-type activities revenues and expenses were \$ 6,451,462 and \$ 5,990,881 respectively. As a result, business-type net position increased by \$ 460,581.

At the close of the current fiscal year, the Village's governmental funds reported combined fund balances of \$ 5,172,181, a decrease of \$ 290,657 in comparison with the prior year. Approximately 20.5% of this amount (\$ 1,058,737) is available for spending at the government's discretion (unassigned fund balance).

At the end of the current fiscal year, unrestricted fund balance (the total of the committed, assigned, and unassigned components of fund balance) for the General Fund was \$ 2,556,656, or approximately 29.4% of total General Fund expenditures.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Village's basic financial statements. The Village's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, 3) and notes to the basic financial statements. This report also contains supplementary information in addition to the basic financial statements.

Government-wide financial statements - The government-wide financial statements, which consist of the following two statements described below, were designed to provide readers with a broad overview of the Village's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the Village's assets, liabilities, and deferred inflows/outflows of resources, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Village is improving or deteriorating.

The statement of activities presents information showing how the Village's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the Village that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Village include general government, public safety, building, planning and zoning, public works and parks and recreation. The business type activities of the Village include water, sanitation, sewer and storm water operations. The government-wide financial statements can be found on pages 11 and 12 of this report.

Fund financial statements - A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The North Bay Village, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Village can be divided into two categories: governmental funds and proprietary funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike government-wide financial statements, governmental financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Village's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental financial governmental activities.

The Village maintains nine individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, the State Forfeiture Fund, the Capital Projects Fund and Debt Service Fund, which are considered to be major funds. Data from the other five governmental funds are combined into a single aggregated presentation. Individual fund data for each of these other major governmental funds is provided in the form of combining statements in the combining and individual fund statements and schedules section of this report.

The governmental fund financial statements can be found on pages 13 through 16 of this report.

Proprietary funds - The Village maintains one type of proprietary fund referred to as an enterprise fund. Enterprise funds are used to report the same functions presented as business-type activities in the government wide financial statements and are used to account for water, sewer, sanitation and storm water operations.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the utility operations and the storm water operations, which are considered to be major funds of the Village. The proprietary fund financial statements can be found on pages 17 through 20 of this report.

Notes to the basic financial statements - The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 21 through 42 of this report.

Other information - In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information concerning the Village's General Fund budgetary schedule and progress in funding its obligation to provide OPEB benefits to its employees and the Village's pension liability and its contributions to fund that liability. Required supplementary information can be found on pages 43-53 of this report.

The combining statements referred to earlier in connection with nonmajor governmental funds are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on pages 54-61 of this report.

Government-Wide Financial Analysis

Net position - As noted earlier, net position over time may serve as a useful indicator of the Village's financial position. In the case of the Village, total assets exceeded liabilities by \$ 11,816,256 at the close of September 30, 2017. Governmental activities net position totaled \$ 2,210,159, and business-type activities net position totaled \$ 9,606,097. The following table presents a condensed statement of net position as compared to the prior year.

	Governmental Activities		Business-Type Activities		Total	
	2017	2016	2017	2016	2017	2016
Current and other assets	\$ 7,363,301	\$ 6,835,362	\$ 2,286,830	\$ 1,806,882	\$ 9,650,131	\$ 8,642,244
Restricted assets	-	-	464,196	428,518	464,196	428,518
Capital assets, net	<u>9,246,634</u>	<u>9,161,287</u>	<u>11,111,397</u>	<u>9,697,533</u>	<u>20,358,031</u>	<u>18,858,820</u>
Total assets	<u>16,609,935</u>	<u>15,996,649</u>	<u>13,862,423</u>	<u>11,932,933</u>	<u>30,472,358</u>	<u>27,929,582</u>
Total deferred outflows of resources	<u>3,738,297</u>	<u>3,365,412</u>	<u>250,365</u>	<u>226,733</u>	<u>3,988,662</u>	<u>3,592,145</u>
Current and other liabilities	2,654,649	2,248,345	2,206,825	1,205,711	4,861,474	3,454,056
Long term liabilities	<u>15,012,971</u>	<u>14,609,131</u>	<u>2,261,318</u>	<u>1,789,203</u>	<u>17,274,289</u>	<u>16,398,334</u>
Total liabilities	<u>17,667,620</u>	<u>16,857,476</u>	<u>4,468,143</u>	<u>2,994,914</u>	<u>22,135,763</u>	<u>19,852,390</u>
Total deferred inflows of resources	<u>470,453</u>	<u>165,744</u>	<u>38,548</u>	<u>19,236</u>	<u>509,001</u>	<u>184,980</u>
Net position:						
Net investment in capital assets	4,028,050	3,887,834	9,394,287	8,440,175	13,422,337	12,328,009
Restricted	1,897,794	1,838,289	-	-	1,897,794	1,838,289
Unrestricted (deficit)	<u>(3,715,685)</u>	<u>(3,387,282)</u>	<u>211,810</u>	<u>705,341</u>	<u>(3,503,875)</u>	<u>(2,681,941)</u>
Total net position	<u>\$ 2,210,159</u>	<u>\$ 2,338,841</u>	<u>\$ 9,606,097</u>	<u>\$ 9,145,516</u>	<u>\$ 11,816,256</u>	<u>\$ 11,484,357</u>

By far, the largest portion of the Village's net position reflects its investment in capital assets (e.g., land, buildings, machinery, equipment, vehicles, and infrastructure), less any related outstanding debt that was used to acquire those assets. The Village uses these capital assets to provide a variety of services to its citizens. Accordingly, these assets are not available for future spending. Although the Village's investment in capital assets is reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Addendum #1

**North Bay Village, Florida
Management's Discussion and Analysis
September 30, 2017**

An additional portion of the Village's net position of \$ 1,897,794 represents resources that are subject to external restrictions on how they may be used. The remaining balance of (\$ 3,503,875) is unrestricted (deficit) and was a result of the implementation of GASB 68. The Village is a member of the Florida Retirement System (FRS) and is required to show the Village's portion of FRS unfunded liabilities in the government wide statements.

Changes in net position - Governmental activities and business-type activities increased the Village's net position by \$ 331,899 from the previous fiscal year. The relevant revenue and expense categories and their effect on net position are summarized in the table below. The information presented in this table will be used in the subsequent discussion of governmental and business-type activities:

	Governmental Activities		Business-Type Activities		Total	
	2017	2016	2017	2016	2017	2016
Revenues:						
Program revenues:						
Charges for services	\$ 1,501,450	\$ 1,930,153	\$ 6,313,547	\$ 5,724,371	\$ 7,814,997	\$ 7,654,524
Operating grants and contributions	840,492	475,649	125,620	-	966,112	475,649
Capital grants and contributions	-	-	12,195	-	12,195	-
General revenues:						
Property taxes	5,164,809	4,973,592	-	-	5,164,809	4,973,592
Other taxes and fees	2,267,319	2,205,330	-	-	2,267,319	2,205,330
Interest income	49,654	42,983	100	49	49,754	43,032
Other general revenues	134,976	196,902	-	-	134,976	196,902
Total revenues	<u>9,958,700</u>	<u>9,824,609</u>	<u>6,451,462</u>	<u>5,724,420</u>	<u>16,410,162</u>	<u>15,549,029</u>
Expenses:						
General government	2,954,893	2,416,720	-	-	2,954,893	2,416,720
Public safety	5,974,821	5,401,548	-	-	5,974,821	5,401,548
Public works	765,252	662,229	-	-	765,252	662,229
Building, planning, and zoning	461,411	635,329	-	-	461,411	635,329
Recreation and human services	527,163	519,026	-	-	527,163	519,026
Interest on long term debt	220,145	235,061	-	-	220,145	235,061
Utility	-	-	5,105,373	4,368,279	5,105,373	4,368,279
Stormwater utility	-	-	69,205	100,658	69,205	100,658
Total expenses	<u>10,903,685</u>	<u>9,869,913</u>	<u>5,174,578</u>	<u>4,468,937</u>	<u>16,078,263</u>	<u>14,338,850</u>
Change in net position before transfers	(944,985)	(45,304)	1,276,884	1,255,483	331,899	1,210,179
Transfers	<u>816,303</u>	<u>782,000</u>	<u>(816,303)</u>	<u>(782,000)</u>	<u>-</u>	<u>-</u>
Increase (decrease) in net position	(128,682)	736,696	460,581	473,483	331,899	1,210,179
Net position, October 1	<u>2,338,841</u>	<u>1,602,145</u>	<u>9,145,516</u>	<u>8,672,033</u>	<u>11,484,357</u>	<u>10,274,178</u>
Net position, September 30	<u>\$ 2,210,159</u>	<u>\$ 2,338,841</u>	<u>\$ 9,606,097</u>	<u>\$ 9,145,516</u>	<u>\$ 11,816,256</u>	<u>\$ 11,484,357</u>

Governmental activities - During the current fiscal year, net position for governmental activities decreased \$ 128,682 from the prior fiscal year. Even though the revenue increased, the Village had major increases in expenses for Public Safety. The expenses were approximately \$ 250,000 for a one-time purchase of equipment for the Active Shooter Program.

Business-type Activities - For the Village's business-type activities, the results for the current fiscal year were positive in that overall net position increased by \$ 460,581. The Village had made several major repairs to the water and sewer infrastructures in FY 2015 and 2016, which allowed the Village to reduce the repair and maintenance expenses for FY 2017 and the result is reflected in the increase in net position for FY 2017.

Financial Analysis of the Governmental Funds

Governmental funds - The focus of the Village's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Village's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the Village's net resources available for spending as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the Village itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the Village Commission.

As of the end of the current fiscal year, the Village's governmental funds reported combined ending fund balances of \$ 5,172,181, a decrease of \$ 290,657 from the prior year. Approximately 20.5% of this amount (\$ 1,058,737) constitutes unassigned fund balance, which is available for spending at the government's discretion. The remainder of the fund balance is either nonspendable, restricted, committed, or assigned to indicate that it is 1) not in spendable form (\$ 23,446), 2) restricted for particular purposes (\$ 2,592,079), 3) committed for particular purposes, or 4) assigned for particular purposes (\$ 1,497,919).

The General Fund is the chief operating fund of the Village. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$ 1,058,737. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total General Fund expenditures. Unassigned fund balance represents approximately 12.2% of total General Fund expenditures, while total fund balance represents approximately 29.6% of that same amount. The unassigned fund balance decreased \$ 124,096 over fiscal year 2016 due to the increase in the accruals for FEMA grant reimbursement and the 20% required Fund Balance reserve, which is accounted for first.

Proprietary Funds - The Village's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Net position of the proprietary funds at the end of the year, amounted to \$ 9,606,097. Reasons for the changes in these funds has been noted earlier in the discussion of business-type activities.

General Fund Budgetary Highlights

The property value increase over the prior year's final gross taxable value was \$ 91 million or about 11%. The rolled back rate of 4.8455 mills would generate the same amount of revenue as the FY 2016 budget. The FY 2017 millage rate was adopted at 4.8432.

In FY 2017 the Commission approved the leasing of 25 police vehicles versus the cost replacement. This includes the marked and unmarked vehicles. The Police Department assigned a police officer to be the liaison with the schools. The Building Department eliminated one full time position. A multi-clerical specialist was hired to assist with all the front desk operations, including the post office, cashiering, and Building Department.

Capital Assets and Debt Administration

Capital assets - The Village's capital assets, less accumulated depreciation, for its governmental and business-type activities as of September 30, 2017 amounted to \$ 9,246,634 and \$ 11,111,397 respectively, and consists of land, construction in progress, buildings and improvements, improvements other than buildings, vehicles, and machinery and equipment. A more detailed schedule can be found on page 29 and 30 of the notes to the financial statements.

In the governmental funds, the Village completed the major renovation of the Schonberger Park.

Long-term debt - At the end of the current fiscal, the Village had governmental activities general obligation debt outstanding of \$ 5,912,858. This debt is secured by the Village's ad valorem taxes. The Village's Utility Fund also had State Revolving Fund debt outstanding of \$ 1,717,110. The State Revolving Fund debt is secured by the gross revenues derived yearly from the operation of the Utility Fund after payment of operating and maintenance expenses.

	Governmental Activities		Business-Type Activities		Total	
	2017	2016	2017	2016	2017	2016
Long-term debt:						
General obligation note, Series 2010	\$ 1,542,858	1,645,715	\$ -	\$ -	\$ 1,542,858	1,645,715
General obligation refunding note, Series 2010	4,370,000	\$ 4,690,000	-	-	4,370,000	\$ 4,690,000
Revolving state loans	-	-	1,717,110	1,257,358	1,717,110	1,257,358
Total	\$ 5,912,858	\$ 6,335,715	\$ 1,717,110	\$ 1,257,358	\$ 7,629,968	\$ 7,593,073

Additional information related to long-term debt can be found under Note 7 to the financial statements.

Economic Factors and Next Year's Budgets and Rates

The Village currently has 8 properties in the Village that are in the development review process. These properties are all being designed as mixed use buildings. There is retail, commercial or restaurants on the first floor and the rest of the building is required parking and either apartments or condominiums. There are several R-1 single family zone properties that are being purchased and replaced with large homes. This will help the property tax value for tax purposes.

The Police Department staffing was increased with 1 new part time Code Enforcement Officer and replacing 1 part time Patrol Officer with a part time Accreditation & Training Administrator. This will help the delivery of services to the residents and businesses in the Village. The Police Department is also starting the process to get the department certified as meeting the high standard for the delivery of police services. The department also has an assigned Marine Patrol Officer, a K-9 unit and motorcycle operations.

The Village is either under construction or in the plan design stage for the development and construction of a Bay Walk project to provide viewing access to Biscayne Bay. The Village is designing a Boardwalk that will provide a linear walkway along the north side of Treasure Island. This will provide access to most of the major properties that are in the development review process. This will allow customer access from the land as well as the water. The Village is in the process of completing a major rehabilitation of the sanitary sewer and water distribution systems.

Requests for Information

This financial report is designed to provide a general overview of the Village's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Village Manager, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141.

BASIC FINANCIAL STATEMENTS

Addendum #1

**North Bay Village, Florida
Statement of Net Position
September 30, 2017**

	<u>Governmental Activities</u>	<u>Business- Type Activities</u>	<u>Total</u>
Assets:			
Pooled cash, cash equivalents and investments	\$ 6,563,910	\$ 1,432,641	\$ 7,996,551
Receivables, net	775,945	852,533	1,628,478
Restricted cash	-	464,196	464,196
Prepaid items	23,446	1,656	25,102
Capital assets:			
Non-depreciable	5,671,401	1,825,252	7,496,653
Depreciable, net	<u>3,575,233</u>	<u>9,286,145</u>	<u>12,861,378</u>
Total assets	<u>16,609,935</u>	<u>13,862,423</u>	<u>30,472,358</u>
Deferred Outflows of Resources:			
Deferred outflows related to pensions	<u>3,738,297</u>	<u>250,365</u>	<u>3,988,662</u>
Liabilities:			
Accounts payable and accrued liabilities	1,231,100	1,369,160	2,600,260
Retainage payable	20,260	138,218	158,478
Payroll liabilities	585,498	65,633	651,131
Accrued interest payable	70,672	9,111	79,783
Unearned revenue	44,567	-	44,567
Customer deposits	-	464,196	464,196
Due within one year:			
Compensated absences payable	269,695	25,805	295,500
Debt	432,857	134,702	567,559
Due in more than one year:			
Compensated absences payable	1,348,472	129,026	1,477,498
Debt	5,480,001	1,582,408	7,062,409
Net pension liability	7,929,498	549,884	8,479,382
OPEB obligation	<u>255,000</u>	<u>-</u>	<u>255,000</u>
Total liabilities	<u>17,667,620</u>	<u>4,468,143</u>	<u>22,135,763</u>
Deferred Inflows of Resources:			
Deferred inflows related to pensions	470,453	38,548	509,001
Net Position:			
Net investment in capital assets	4,028,050	9,394,287	13,422,337
Restricted for:			
Transportation projects	1,037,066	-	1,037,066
Law enforcement	170,464	-	170,464
Recreation and human services	227,102	-	227,102
Capital projects	463,162	-	463,162
Unrestricted net position (deficit)	<u>(3,715,685)</u>	<u>211,810</u>	<u>(3,503,875)</u>
Total net position	<u>\$ 2,210,159</u>	<u>\$ 9,606,097</u>	<u>\$ 11,816,256</u>

The accompanying notes to basic financial statements are an integral part of these statements.

**North Bay Village, Florida
Statement of Activities
For the Year Ended September 30, 2017**

Functions/Programs	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental activities:						
General government	\$ 2,954,893	\$ 307,184	\$ -	\$ (2,338,015)	\$ -	\$ (2,338,015)
Public safety	5,974,821	659,967	-	(5,311,157)	-	(5,311,157)
Public works	765,252	-	-	(389,256)	-	(389,256)
Building, planning and zoning	461,411	519,083	-	57,672	-	57,672
Recreation and human services	527,163	151,105	-	(360,842)	-	(360,842)
Interest on long-term debt	220,145	-	-	(220,145)	-	(220,145)
Total governmental activities	<u>10,903,685</u>	<u>1,501,450</u>	<u>-</u>	<u>(8,561,743)</u>	<u>-</u>	<u>(8,561,743)</u>
Business-type activities:						
Utility Fund	5,105,373	6,196,972	12,195	-	1,229,414	1,229,414
Stormwater Utility Fund	69,205	116,575	-	-	47,370	47,370
Total business-type activities	<u>5,174,578</u>	<u>6,313,547</u>	<u>12,195</u>	<u>-</u>	<u>1,276,784</u>	<u>1,276,784</u>
Total	<u>\$ 16,078,263</u>	<u>\$ 7,814,997</u>	<u>\$ 12,195</u>	<u>(8,561,743)</u>	<u>1,276,784</u>	<u>(7,284,959)</u>
General revenues:						
Taxes:						
Ad valorem taxes				5,164,809	-	5,164,809
Franchise fees on gross receipts				444,495	-	444,495
Utility service taxes				604,737	-	604,737
Sales tax				630,296	-	630,296
Intergovernmental, not restricted for specific purposes				587,791	-	587,791
Interest income				49,654	100	49,754
Miscellaneous				134,976	-	134,976
Transfers				816,303	(816,303)	-
Total general revenues				<u>8,433,061</u>	<u>(816,203)</u>	<u>7,616,858</u>
Change in net position				(128,682)	460,581	331,899
Net position, beginning				2,338,841	9,145,516	11,484,357
Net position, ending				<u>\$ 2,210,159</u>	<u>\$ 9,606,097</u>	<u>\$ 11,816,256</u>

The accompanying notes to basic financial statements are an integral part of these statements.

Addendum #1

**North Bay Village, Florida
Balance Sheet - Governmental Funds
September 30, 2017**

	<u>General Fund</u>	<u>State Forfeiture Fund</u>	<u>Capital Projects Fund</u>	<u>Debt Service Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
Assets:						
Pooled cash, cash equivalents and investments	\$ 3,218,934	\$ 715,372	\$ 1,254,526	\$ 11	\$ 1,375,067	\$ 6,563,910
Receivables	633,691	-	-	-	142,254	775,945
Prepaid items	<u>22,418</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,028</u>	<u>23,446</u>
Total assets	<u>\$ 3,875,043</u>	<u>\$ 715,372</u>	<u>\$ 1,254,526</u>	<u>\$ 11</u>	<u>\$ 1,518,349</u>	<u>\$ 7,363,301</u>
Liabilities:						
Accounts payable and accrued liabilities	\$ 376,286	\$ 695,968	\$ 76,830	\$ -	\$ 82,016	\$ 1,231,100
Retainage payable	-	-	20,260	-	-	20,260
Payroll liabilities	565,421	-	-	-	20,077	585,498
Unearned revenue	<u>44,567</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>44,567</u>
Total liabilities	<u>986,274</u>	<u>695,968</u>	<u>97,090</u>	<u>-</u>	<u>102,093</u>	<u>1,881,425</u>
Deferred inflows of resources:						
Unavailable revenues	<u>309,695</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>309,695</u>
Fund Balances:						
Nonspendable:						
Prepaid items	22,418	-	-	-	1,028	23,446
Restricted for:						
Capital projects	-	-	1,157,436	-	-	1,157,436
Debt service	-	-	-	11	-	11
Transportation projects	-	-	-	-	1,037,066	1,037,066
Law enforcement	-	19,404	-	-	151,060	170,464
Recreation and human services	-	-	-	-	227,102	227,102
Assigned to:						
Operating reserves	1,497,919	-	-	-	-	1,497,919
Unassigned	<u>1,058,737</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,058,737</u>
Total fund balances	<u>2,579,074</u>	<u>19,404</u>	<u>1,157,436</u>	<u>11</u>	<u>1,416,256</u>	<u>5,172,181</u>
Total liabilities and fund balances	<u>\$ 3,875,043</u>	<u>\$ 715,372</u>	<u>\$ 1,254,526</u>	<u>\$ 11</u>	<u>\$ 1,518,349</u>	<u>\$ 7,363,301</u>

The accompanying notes to basic financial statements are an integral part of these statements.

Addendum #1

North Bay Village, Florida
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
September 30, 2017

**Total Fund Balances of Governmental Funds
in the Balance Sheet**

\$ 5,172,181

Amounts reported for governmental activities in the statement
of net position are different because:

Capital assets used in governmental activities are not
financial resources and, therefore, are not reported
in the funds:

Governmental capital assets	\$ 13,358,925	
Less accumulated depreciation	<u>(4,112,291)</u>	9,246,634

Certain revenues are considered deferred inflows of resources
in the fund financial statements due to availability of funds;
under full accrual accounting they are considered revenues.

309,695

Certain liabilities and related deferred outflows
and inflows are not due and payable in the current period
and, therefore, are not reported in the governmental funds:

Bonds payable	\$ (5,912,858)	
Compensated absences	(1,618,167)	
Accrued interest payable	(70,672)	
Net pension liability	(7,929,498)	
Deferred outflows related to pensions	3,738,297	
Deferred inflows related to pensions	(470,453)	
Other post employment benefit obligation (OPEB)	<u>(255,000)</u>	<u>(12,518,351)</u>

Net Position of Governmental Activities

\$ 2,210,159

The accompanying notes to basic financial statements are an integral part of these statements.

Addendum #1

**North Bay Village, Florida
Statement of Revenues, Expenditures and
Changes in Fund Balances - Governmental Funds
For the Year Ended September 30, 2017**

	<u>General Fund</u>	<u>State Forfeiture Fund</u>	<u>Capital Projects Fund</u>	<u>Debt Service Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
Revenues:						
Taxes	\$ 5,121,487	\$ -	\$ -	\$ 648,059	\$ 328,070	\$ 6,097,616
Licenses and permits	627,290	-	-	-	-	627,290
Franchise fees	463,044	-	-	-	-	463,044
Intergovernmental revenue	1,229,612	-	47,926	-	148,402	1,425,940
Charges for services	53,889	-	-	-	-	53,889
Fines and forfeitures	229,302	2,990	-	-	480,698	712,990
Impact fees	-	-	-	-	5,812	5,812
Interest income	46,783	2,282	-	-	589	49,654
Other	198,701	-	-	-	14,069	212,770
Total revenues	<u>7,970,108</u>	<u>5,272</u>	<u>47,926</u>	<u>648,059</u>	<u>977,640</u>	<u>9,649,005</u>
Expenditures:						
Current:						
General government	2,752,828	-	-	-	-	2,752,828
Public safety	4,765,280	25,026	-	-	500,190	5,290,496
Public works	403,247	-	-	-	153,861	557,108
Building, planning and zoning	458,855	-	-	-	-	458,855
Recreation and human services	252,545	-	-	-	158,920	411,465
Capital outlay	69,932	27,944	385,229	-	154,060	637,165
Debt service:						
Principal	-	-	-	422,857	-	422,857
Interest and fiscal charges	-	-	-	225,191	-	225,191
Total expenditures	<u>8,702,687</u>	<u>52,970</u>	<u>385,229</u>	<u>648,048</u>	<u>967,031</u>	<u>10,755,965</u>
Excess (deficiency) of revenues over expenditures	<u>(732,579)</u>	<u>(47,698)</u>	<u>(337,303)</u>	<u>11</u>	<u>10,609</u>	<u>(1,106,960)</u>
Other Financing Sources (Uses):						
Transfers in	816,303	-	40,000	-	65,766	922,069
Transfers out	(65,766)	-	-	-	(40,000)	(105,766)
Total other financing sources (uses)	<u>750,537</u>	<u>-</u>	<u>40,000</u>	<u>-</u>	<u>25,766</u>	<u>816,303</u>
Net change in fund balances	17,958	(47,698)	(297,303)	11	36,375	(290,657)
Fund Balances, beginning of year	<u>2,561,116</u>	<u>67,102</u>	<u>1,454,739</u>	<u>-</u>	<u>1,379,881</u>	<u>5,462,838</u>
Fund Balances, end of year	<u>\$ 2,579,074</u>	<u>\$ 19,404</u>	<u>\$ 1,157,436</u>	<u>\$ 11</u>	<u>\$ 1,416,256</u>	<u>\$ 5,172,181</u>

The accompanying notes to basic financial statements are an integral part of these statements.

Addendum #1

North Bay Village, Florida
Reconciliation of the Statement of Revenues, Expenditures
and Changes in Fund Balances of Governmental Funds
to the Statement of Activities
For the Year Ended September 30, 2017

Net Changes in Fund Balances - Total Governmental Funds \$ (290,657)

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives. This is the amount by which capital outlay exceeded depreciation and disposals for the current period:

Expenditures for capital assets	\$ 513,003	
Less: Current year provision for depreciation	<u>(427,656)</u>	85,347

Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long term liabilities in the statement of net position. 422,857

Revenues that are earned but not received within the availability period are recognized in the statement of activities when earned and subsequently in the governmental fund financial statements when they become available. The net difference is recorded as a reconciling item. 309,695

Certain items reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures or credits in the governmental funds:

Change in accrued interest payable	5,046	
Change in claims and judgements	121,923	
Change in long-term compensated absences	(86,231)	
Change in net pension liability	(710,838)	
Change in deferred outflows related to pensions	372,885	
Change in deferred inflows related to pensions	(304,709)	
Change in other post employment benefit obligation (OPEB)	<u>(54,000)</u>	<u>(655,924)</u>

Changes in Net Position of Governmental Activities \$ (128,682)

The accompanying notes to basic financial statements are an integral part of these statements.

Addendum #1

North Bay Village, Florida
 Statement of Net Position
 Proprietary Funds
 September 30, 2017

	Business-Type Activities Enterprise Funds		Total
	Major Fund	Major Fund	
	Utility Fund	Stormwater Utility Fund	
Assets:			
Current assets:			
Pooled cash, cash equivalents and investments	\$ 790,970	\$ 641,671	\$ 1,432,641
Restricted cash	464,196	-	464,196
Accounts receivable, net	840,748	11,785	852,533
Prepaid items	1,656	-	1,656
Total current assets	2,097,570	653,456	2,751,026
Noncurrent assets:			
Capital assets:			
Non-depreciable	1,764,770	60,482	1,825,252
Depreciable, net	8,523,367	762,778	9,286,145
Total assets	12,385,707	1,476,716	13,862,423
Deferred Outflows of Resources:			
Deferred outflows related to pensions	250,365	-	250,365
Liabilities:			
Current liabilities:			
Accounts payable	1,354,825	14,335	1,369,160
Retainage payable	138,218	-	138,218
Payroll liabilities	65,633	-	65,633
Accrued interest payable	9,111	-	9,111
Current portion of compensated absences payable	25,805	-	25,805
Payable from restricted assets:			
Customer deposits	464,196	-	464,196
Current portion of debt	134,702	-	134,702
Total current liabilities	2,192,490	14,335	2,206,825
Long term liabilities:			
Compensated absences payable	129,026	-	129,026
Net pension liability	549,884	-	549,884
Debt	1,582,408	-	1,582,408
Total long-term liabilities	2,261,318	-	2,261,318
Total liabilities	4,453,808	14,335	4,468,143
Deferred Inflows of Resources:			
Deferred inflows related to pensions	38,548	-	38,548
Net Position:			
Net investment in capital assets	8,571,027	823,260	9,394,287
Unrestricted net position (deficit)	(427,311)	639,121	211,810
Total net position	\$ 8,143,716	\$ 1,462,381	\$ 9,606,097

The accompanying notes to basic financial statements are an integral part of these statements.

Addendum #1

North Bay Village, Florida
 Statement of Revenues, Expenses and Changes in Net Position
 Proprietary Funds
 For the Year Ended September 30, 2017

	Business-Type Activities Enterprise Funds		Total
	Major Fund	Major Fund	
	Utility Fund	Stormwater Utility Fund	
Operating Revenues:			
Sanitation charges	\$ 1,666,802	\$ -	\$ 1,666,802
Sewer charges	2,534,863	-	2,534,863
Metered water charges	1,940,423	-	1,940,423
Service fees and late penalties	54,884	1,073	55,957
Stormwater user fees	-	115,502	115,502
	<u>6,196,972</u>	<u>116,575</u>	<u>6,313,547</u>
Total operating revenues			
	<u>6,196,972</u>	<u>116,575</u>	<u>6,313,547</u>
Operating Expenses:			
Payroll and related expenses	879,329	3,006	882,335
Sewage disposal fees	1,314,802	-	1,314,802
Materials, supplies, repairs and other	1,248,722	28,414	1,277,136
Water purchases	656,797	-	656,797
Solid waste disposal and recycling services	601,759	-	601,759
Provision for depreciation	375,806	37,785	413,591
	<u>5,077,215</u>	<u>69,205</u>	<u>5,146,420</u>
Total operating expenses			
	<u>5,077,215</u>	<u>69,205</u>	<u>5,146,420</u>
Operating income	<u>1,119,757</u>	<u>47,370</u>	<u>1,167,127</u>
Nonoperating Revenues (Expenses):			
Grant revenue	125,620	-	125,620
Interest income	100	-	100
Interest expense	(28,158)	-	(28,158)
	<u>97,562</u>	<u>-</u>	<u>97,562</u>
Income before transfers and contributions			
	<u>97,562</u>	<u>-</u>	<u>97,562</u>
Transfers and Contributions:			
Capital contributions	12,195	-	12,195
Transfers out	(805,226)	(11,077)	(816,303)
	<u>(793,031)</u>	<u>(11,077)</u>	<u>(816,303)</u>
Total transfers and contributions			
	<u>(793,031)</u>	<u>(11,077)</u>	<u>(816,303)</u>
Change in net position	424,288	36,293	460,581
Net Position, beginning of year	<u>7,719,428</u>	<u>1,426,088</u>	<u>9,145,516</u>
Net Position, end of year	<u>\$ 8,143,716</u>	<u>\$ 1,462,381</u>	<u>\$ 9,606,097</u>

The accompanying notes to basic financial statements are an integral part of these statements.

Addendum #1

North Bay Village, Florida
 Statement of Cash Flows
 Proprietary Funds
 For the Year Ended September 30, 2017

	Business-type Activities Enterprise Funds		Total
	Major Fund	Nonmajor Fund	
	Utility Fund	Stormwater Utility Fund	
Cash Flows from Operating Activities:			
Receipts from customers and users	\$ 6,232,650	\$ 115,392	\$ 6,348,042
Payments to employees	(828,736)	(3,006)	(831,742)
Payments to suppliers	(3,165,659)	(22,859)	(3,188,518)
Net cash provided by operating activities	2,238,255	89,527	2,327,782
Cash Flows from Noncapital Financing Activities:			
Transfers out	(805,226)	(11,077)	(816,303)
Net cash used for noncapital financing activities	(805,226)	(11,077)	(816,303)
Cash Flows from Capital and Related Financing Activities:			
Acquisition of capital assets	(1,766,972)	(60,483)	(1,827,455)
Payments of revolving state loans	(128,781)	-	(128,781)
Proceeds from revolving state loans	588,533	-	588,533
Proceeds from federal grants	125,620	-	125,620
Proceeds from capital contributions	12,195	-	12,195
Interest and other charges	(26,162)	-	(26,162)
Net cash used in capital and related financing activities	(1,195,567)	(60,483)	(1,256,050)
Cash Flows from Investing Activities:			
Interest received	100	-	100
Net cash provided by investing activities	100	-	100
Net Increase in pooled cash, cash equivalents and investments	237,562	17,967	255,529
Pooled Cash, Cash Equivalents and Investments, beginning	1,017,604	623,704	1,641,308
Pooled Cash, Cash Equivalents and Investments, ending	\$ 1,255,166	\$ 641,671	\$ 1,896,837
Pooled Cash, Cash Equivalents and Investments Reported on the Statement of Net Position:			
Pooled cash, cash equivalents and investments	\$ 790,970	\$ 641,671	\$ 1,432,641
Restricted cash	464,196	-	464,196
	<u>\$ 1,255,166</u>	<u>\$ 641,671</u>	<u>\$ 1,896,837</u>

The accompanying notes to basic financial statements are an integral part of these statements.

Addendum #1

North Bay Village, Florida
 Statement of Cash Flows
 Proprietary Funds
 (Continued)
 For the Year Ended September 30, 2017

	Business-type Activities Enterprise Funds		Total
	Major Fund	Major Fund	
	Utility Fund	Stormwater Utility Fund	
Reconciliation of Operating Income to Net Cash Provided by Operating Activities:			
Operating income	\$ 1,119,757	\$ 47,370	\$ 1,167,127
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:			
Provision for depreciation	375,806	37,785	413,591
(Increase) decrease in:			
Accounts receivable	(280,999)	(1,183)	(282,182)
Prepaid items	21,333	752	22,085
Deferred outflows related to pensions	(23,632)	-	(23,632)
Increase (decrease) in:			
Accounts payable	777,869	4,803	782,672
Retainage payable	138,218	-	138,218
Payroll liabilities	42,597	-	42,597
Customer deposits	35,678	-	35,678
Compensated absences	(32,735)	-	(32,735)
Net pension liability	45,051	-	45,051
Deferred inflows related to pensions	19,312	-	19,312
Total adjustments	<u>1,118,498</u>	<u>42,157</u>	<u>1,160,655</u>
Net cash provided by operating activities	\$ <u><u>2,238,255</u></u>	\$ <u><u>89,527</u></u>	\$ <u><u>2,327,782</u></u>

The accompanying notes to basic financial statements are an integral part of these statements.

Note 1 - Summary of Significant Accounting Policies

North Bay Village, Florida (the "Village") was incorporated in 1945 as a municipality under the laws of the State of Florida Statute 234-27. The Village operates under the Commission-Manager form of government, with the legislative function vested in a five-member Village Commission. The Village provides the following services as authorized by its charter: general government, public safety, water and sewer, sanitation, public works, planning and zoning, building inspection, code enforcement, health and social services, culture and recreation.

The financial statements of the Village have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") as applicable to state and local governments. The Governmental Accounting Standards Board ("GASB") is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Significant accounting and reporting policies and practices of the Village are described below.

A. Financial Reporting Entity:

In accordance with GASB pronouncements, the Village's financial statements include all funds, departments, agencies, boards, and other organizations over which Village officials are considered to be financially accountable.

Financial accountability includes such aspects as appointment of a component unit's governing body members, budget review, approval of property tax levies, outstanding debt secured by the full faith credit of the Village or its revenue stream, and responsibility for funding deficits.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth by the GASB. Based upon the application of these criteria, the Village has no funds, agencies, boards, commissions or authorities considered to be potential component units.

B. Government-Wide and Fund Financial Statements:

The basic financial statements include both government-wide (based on the Village as a whole) and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the Village. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for services.

The government-wide statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those expenses that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Interfund services provided and used are not eliminated in the process of consolidation. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Note 1 - Summary of Significant Accounting Policies (continued)

Separate fund financial statements are provided for governmental funds and proprietary funds. The focus of fund financial statements is on major funds. Major governmental and proprietary funds are reported as separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as nonmajor funds.

The government-wide focus is more on the sustainability of the Village as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The focus of the fund financial statements is on the major individual funds of the governmental and business-type categories. Each presentation provides valuable information that can be analyzed and compared to enhance the usefulness of the information.

C. Measurement Focus, basis of accounting and financial statement presentation:

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year when an enforceable lien exists and when levied for. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Village considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financial sources.

Property taxes when levied for, franchise fees, utility taxes, charges for services, impact fees, intergovernmental revenues when eligibility requirements are met and interest associated with the current fiscal period are all considered to be measurable and have been recognized as revenues of the current fiscal period, if available. All other revenue items such as fines and forfeitures and licenses and permits are considered to be measurable and available only when cash is received by the Village.

The proprietary funds are reported using the economic resources measurement focus and the accrual basis of accounting for reporting its assets and liabilities. Proprietary fund-type operating statements present increases (e.g., revenues) and decreases (e.g., expenses) in net total position. Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the proprietary fund are charges to customers for sales and services. Operating expenses for proprietary funds include the costs of sales and service, administrative expenses and depreciation on capital assets. All revenues and expenses that do not meet this definition are reported as non-operating revenues or expenses.

Note 1 - Summary of Significant Accounting Policies (continued)

The Village reports the following major governmental funds:

General Fund - This fund is the principal operating fund of the Village. It accounts for all financial resources of the general government except those accounted for in another fund.

State Forfeiture Fund - This fund is used to account for state forfeitures restricted for law enforcement purposes.

Capital Projects Fund - This fund accounts for the acquisition or construction of various major capital projects.

Debt Service Fund - This fund is used to accumulate resources and distribute principal and interest on governmental long-term debt payable by the Village.

The Village reports the following major proprietary funds:

Utility Fund - This fund is used to account for the Village's water, sewer and sanitation utility system, which is financed and operated in a manner similar to private business enterprises. The intent of the Village is that the costs (expenses including depreciation) of providing services to the general public on a continuing basis be financed or recovered primarily through user charges.

Stormwater Utility Fund - This fund is used to account for the operation of the Village's stormwater collection process.

Deposits and investments: The Village's cash and cash equivalents are considered to be cash and short-term investments with original maturities of three months or less when purchased. Deposits include cash on hand and interest bearing checking accounts.

Village administration is authorized to invest in those instruments authorized by the Florida Statutes. Investments include the Local Government Surplus Funds Trust Fund. Investment in the Local Government Surplus Funds Trust Fund administered by the State Board of Administration is reported at the fair value of its position in the pool, which is the same as the value of the pool shares.

Allowance for doubtful accounts: The Village considers all amounts receivable in the governmental funds to be fully collectible; consequently, no allowance for doubtful accounts was estimated. An allowance of \$ 15,000 was deemed necessary for the proprietary funds. This amount is primarily past due customer accounts and related penalties due as of September 30, 2017.

Interfund transactions: As the Village does not have any lending/borrowing arrangements between funds, all outstanding balances between funds are reported as "due to/from other funds". All amounts receivable from or payable to other funds are to be settled with expendable, available financial resources. Transactions which are recurring annual transfers between two or more funds are recorded as transfers in and out. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Prepaid items: Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. These costs are accounted for under the consumption method.

Note 1 - Summary of Significant Accounting Policies (continued)

Restricted cash: The Village reports amounts paid by customers for water and sewer deposits as restricted cash.

Capital assets: Capital assets, which include land, construction in progress, buildings and improvements, improvements other than buildings, machinery and equipment, vehicles, and infrastructure assets (e.g., sidewalks and other similar items grouped within buildings and improvements other than buildings), are reported in the applicable governmental or business-type activities column in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$ 750 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed.

Capital assets of the Village are depreciated using the straight-line method over the following estimated useful lives:

Improvements other than building	5-40 years
Buildings and improvements	5-30 years
Vehicles	3-5 years
Machinery and equipment	3-10 years
Equipment and vehicles	3-5 years
Street improvements	30 years

Deferred outflows/inflows of resources: In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Village has one item, deferred outflows relating to pension plans, that qualifies for reporting in this category and is discussed in further detail in Note 8.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Village has two items that qualify for reporting in this category. The first is deferred inflows relating to pension plans which is discussed in Note 8. The second is unavailable revenue that is only reported in the governmental funds balance sheet. The governmental funds report unavailable revenues from intergovernmental revenue. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Compensated absences: Village employees are granted vacation, sick and compensatory leave in varying amounts based on length of service. Upon separation in good standing, employees receive full reimbursement for accumulated vacation and compensatory hours, as well as reimbursement for sick hours if the required length of service is met. All vacation pay is accrued when incurred in the government-wide and proprietary funds and reported as a liability. The current portion of this obligation is estimated based on historical trends. A liability for these amounts is recorded in the governmental funds only if the liability has matured as a result of employee resignation or retirements.

Note 1 - Summary of Significant Accounting Policies (continued)

Long-term obligations: In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or propriety fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium and discounts.

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Payments of principal and interest are reported as debt service expenditures.

Net position: Net position in the government-wide and proprietary funds are categorized as net investment in capital assets; restricted or unrestricted. Net investment in capital assets is the difference between the cost of capital assets, less accumulated depreciation and reduced by the outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets.

Restricted consists of net position with constraints placed on their use by external parties (creditors, grantors, contributors, or laws and regulations of other governments) or imposed by law through constitutional provisions or enabling legislation. Unrestricted indicates that portion of net position that is available to fund future operations.

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted - net position and unrestricted - net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied.

It is the Village's policy to consider restricted - net position to have been depleted before unrestricted - net position is applied.

Fund balance: The Village follows GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions* which requires that governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the Village is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent.

The classifications used in the governmental fund financial statements are as follows:

Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. "Not in spendable form" includes items that are not expected to be converted to cash (such as inventories and prepaid amounts) and items such as long-term amount of loans and notes receivable, as well as property acquired for resale.

Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

Note 1 - Summary of Significant Accounting Policies (continued)

Committed: This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Village Commission. Commitments may be established, modified, or rescinded only through ordinances approved by Village Commission.

Assigned: This classification includes amounts that are constrained by the Village's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Commission or through the Commission delegating this responsibility to Village management. In addition, amounts deemed by a Village Ordinance as a minimum General Fund balance requirement is included in this category. Section 35.22 of the Village Code of Ordinances assigns an operating reserve of 20% of the current fiscal year original budget. This amount has been classified as assigned operating reserves in the accompanying financial statements.

Unassigned: This classification includes the residual fund balance for the General Fund. The General Fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than the General Fund, if expenditures incurred for specific purposes exceeds the amounts that are restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

Sometimes the Village will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the Village's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Net position policy: The Village has adopted Net Position Policy for the Enterprise Funds. This policy lists the criteria to be used in evaluating net position requirements, and establishes a minimum target balance for the unrestricted category of net position. In addition, the policy establishes a process in reaching and maintaining the targeted level of unrestricted net position, the condition under which the targeted balance may be spent and the required replenishment of balances.

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Although these estimates are based on management's knowledge of current events and actions, actual results may ultimately differ from those estimates.

Reclassifications: Certain amounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

Date of management review: Subsequent events were evaluated by management through March 23, 2018, which is the date the financial statements were available to be issued.

Note 2 - Property Taxes

Under Florida Law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of the State regulating tax assessments are also designed to assure a consistent property valuation method statewide. State statutes permit municipalities to levy property taxes at a rate of up to 10.0 mills (\$ 10 per \$ 1,000 of assessed taxable valuation). The tax rate to finance general governmental services for the fiscal year ended September 30, 2017 was 5.5540 mills. The rate of 5.5540 mills is allocated to the General Fund and Debt Service Fund, with the General Fund receiving 4.8432 and the Debt Service Fund .7108.

The tax levy of the Village is established by the Village Commission prior to October 1 each year, and the County Property Appraiser incorporates the millage into the total tax levy, which includes Miami-Dade County, Miami-Dade County School Board and various special taxing districts. All property is reassessed according to its fair market value as of January 1 each year, at which time taxes become an enforceable lien on property. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the roll meets all of the appropriate requirements of State statutes. State of Florida Amendment #10 to the Florida Constitution known as "Save our Homes" limits assessment increases on homestead property to the lesser of 3% or the Consumer Price Index.

All real and tangible personal property taxes are due and payable on November 1 each year or as soon as practicable thereafter as the assessment roll is certified by the County Property Appraiser. Miami-Dade County mails to each property owner on the assessment roll a notice of the taxes due and Miami-Dade County also collects the taxes for the Village. Taxes may be paid upon receipt of such notice from Miami-Dade County, with discounts at the rate of four percent (4%) if paid in the month of November, three percent (3%) if paid in the month of December, two percent (2%) if paid in the month of January and one percent (1%) if paid in the month of February. Taxes paid during the month of March are without discount, and all unpaid taxes on real and tangible personal property become delinquent and liens are placed on April 1 of the year following the year in which taxes were assessed. Procedures for the collection of delinquent taxes by Miami-Dade County are provided for in the laws of Florida. State law provides for enforcement of collection of personal property taxes by seizure of the property, by the sale of the property, or by the sale of interest bearing tax certificates to satisfy unpaid property taxes. The procedures result in the collection of essentially all taxes prior to July 31 of the year following the year of assessment.

Note 3 - Deposits and Investments

Deposits: In addition to insurance provided by the Federal Depository Insurance Corporation, all deposits which consist of cash on hand and interest bearing checking accounts are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds. Under Florida Statutes Chapter 280, Florida Security for Public Deposits Act, the State Treasurer requires all Florida qualified public depositories to deposit with the Treasurer or another banking institution eligible collateral. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses. Therefore, all amounts presented as deposits are insured or collateralized.

Note 3 - Deposits and Investments (continued)

Investments: As required by Florida Statutes, the Village has adopted an investment policy designating the investments which are allowable. The authorized investments include direct obligations of the United States Treasury, its Agencies or Instrumentalities, fully insured or collateralized certificates of deposit, Securities and Exchange Commission ("SEC") registered money market funds, repurchase agreements secured by direct obligations of the United States Government, its Agencies or instrumentalities, and the Local Government Surplus Funds Trust Fund. The investments follow the investment rules defined in Florida Statutes Chapter 215. The investment policy defined in the statutes attempts to promote, through state assistance, the maximization of net interest earnings on invested surplus funds of local units of governments while limiting the risk to which the funds are exposed.

The Village invests surplus funds in an external investment pool, the Local Government Surplus Funds Trust Fund ("Florida PRIME"). Florida PRIME is administered by the Florida State Board of Administration ("SBA"), who provides regulatory oversight. The Florida PRIME investment is exempt from GASB Statement No. 72, *Fair Value Measurement and Application* disclosures.

The Florida PRIME has adopted operating procedures consistent with the requirement for a 2a7-like fund. The Village's investment in the Florida PRIME is reported at amortized cost. The fair value of the position in the pool is equal to the value of the pool shares. As of September 30, 2017, the Village's fair value of its investment in Florida PRIME was \$ 63,493.

Interest rate risk: The Village has an investment policy of structuring investment portfolios to meet cash requirements and diversifying maturities and staggering purchase dates to minimize the impact of market movements over time. The weighted average maturity of the securities held in Florida PRIME is 51 days.

Credit risk: The Village's investment policy limits investments to the safest types of issuers. The Florida PRIME is rated AAAM by Standard and Poor's.

Note 4 - Receivables and Payables

As of September 30, 2017, receivables for the Village's individual major and nonmajor funds, including applicable allowances for uncollectible accounts, are as follows:

	General Fund	Non-major Special Revenue Funds	Utility Fund	Stormwater Utility Fund	Total
Customers billed	\$ -	\$ -	\$ 730,128	\$ 11,785	\$ 741,913
Intergovernmental	416,426	142,254	125,620	-	684,300
Accounts receivable	217,265	-	-	-	217,265
Gross receivables	<u>633,691</u>	<u>142,254</u>	<u>855,748</u>	<u>11,785</u>	<u>1,643,478</u>
Less allowance for uncollectibles	<u>-</u>	<u>-</u>	<u>(15,000)</u>	<u>-</u>	<u>(15,000)</u>
	<u>\$ 633,691</u>	<u>\$ 142,254</u>	<u>\$ 840,748</u>	<u>\$ 11,785</u>	<u>\$ 1,628,478</u>

Addendum #1

**North Bay Village, Florida
Notes to Financial Statements
September 30, 2017**

Note 4 - Receivables and Payables (continued)

As of September 30, 2017, accounts payable and accrued liabilities for the Village's individual major and non-major funds are as follows:

	General Fund	Capital Projects Fund	State Forfeiture Fund	Non-major Special Revenue Funds	Utility Fund	Stormwater Utility Fund	Total
Vendors	\$ 376,286	\$ 16,230	\$ 695,968	\$ 26,554	\$ 865,227	\$ 10,615	\$ 1,990,880
Contractor	-	60,600	-	-	489,598	3,720	553,918
Due to pooled cash	-	-	-	55,462	-	-	55,462
	<u>\$ 376,286</u>	<u>\$ 76,830</u>	<u>\$ 695,968</u>	<u>\$ 82,016</u>	<u>\$ 1,354,825</u>	<u>\$ 14,335</u>	<u>\$ 2,600,260</u>

Note 5 - Capital Assets

Capital asset activity for the year ended September 30, 2017 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities:				
Capital assets, not being depreciated:				
Land	\$ 5,138,008	\$ -	\$ -	\$ 5,138,008
Construction in progress	223,528	309,865	-	533,393
Total capital assets, not being depreciated	<u>5,361,536</u>	<u>309,865</u>	<u>-</u>	<u>5,671,401</u>
Capital assets, being depreciated:				
Buildings and improvements	2,910,360	117,138	-	3,027,498
Street improvements	2,337,210	-	-	2,337,210
Vehicles	1,403,783	40,554	52,634	1,391,703
Machinery and equipment	931,062	45,446	45,395	931,113
Total capital assets, being depreciated	<u>7,582,415</u>	<u>203,138</u>	<u>98,029</u>	<u>7,687,524</u>
Less accumulated depreciation for:				
Buildings and improvements	1,578,329	186,882	-	1,765,211
Street improvements	370,699	75,517	-	446,216
Vehicles	1,085,804	96,630	52,634	1,129,800
Machinery and equipment	747,832	68,627	45,395	771,064
Total accumulated depreciation	<u>3,782,664</u>	<u>427,656</u>	<u>98,029</u>	<u>4,112,291</u>
Total capital assets, being depreciated, net	<u>3,799,751</u>	<u>(224,518)</u>	<u>-</u>	<u>3,575,233</u>
Governmental activities capital assets, net	<u>\$ 9,161,287</u>	<u>\$ 85,347</u>	<u>\$ -</u>	<u>\$ 9,246,634</u>

Note 5 - Capital Assets (continued)

	Beginning Balance	Increases	Decreases	Ending Balance
Business-Type Activities:				
Capital assets, not being depreciated:				
Construction in progress	\$ -	\$ 1,825,252	\$ -	\$ 1,825,252
Total capital assets, not being depreciated	-	1,825,252	-	1,825,252
Capital assets, being depreciated:				
Improvements other than buildings	15,147,421	-	-	15,147,421
Equipment and vehicles	990,621	2,203	-	992,824
Total capital assets being depreciated	16,138,042	2,203	-	16,140,245
Less accumulated depreciation for:				
Improvements other than buildings	5,460,540	410,107	-	5,870,647
Equipment and vehicles	979,969	3,484	-	983,453
Total accumulated depreciation	6,440,509	413,591	-	6,854,100
Total capital assets, being depreciated, net	9,697,533	(411,388)	-	9,286,145
Business-type activities capital assets, net	\$ 9,697,533	\$ 1,413,864	\$ -	\$ 11,111,397

Depreciation expense for the fiscal year ended September 30, 2017 was charged to functions/programs as follows:

Governmental Activities:	
Public safety	\$ 123,490
Public works	159,209
General government	32,219
Recreation and human services	112,400
Building, planning and zoning	338
Total depreciation expense - governmental activities	\$ 427,656
Business-Type Activities:	
Water and sewer systems	\$ 58,157
Stormwater Utility	0
Total depreciation expense - business-type activities	\$ 58,157

Addendum #1

North Bay Village, Florida
Notes to Financial Statements
September 30, 2017

Note 6 - Interfund Balances and Transfers

Interfund balances result from the time lag between the dates (1) Inter-fund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments are actually made between funds. There were no interfund balances at September 30, 2017.

Interfund transfers for the year ended September 30, 2017 are summarized as follows:

	Interfund Balances	
	Transfers In	Transfers Out
General Fund	\$ 816,303	\$ 65,766
Capital Projects Fund	40,000	-
Nonmajor Governmental Funds	65,766	40,000
Utility Fund	-	805,226
Stormwater Utility Fund	-	11,077
	<u>\$ 922,069</u>	<u>\$ 922,069</u>

The transfer out of the General Fund to the nonmajor governmental funds is to fund the Children Services Fund for additional expenditures that the Children's Trust grant does not pay for and to fund the Transportation Fund for a local effort the Village must make to continue to receive Miami Dade CITT revenue. The transfer into the Capital Projects Fund is to fund expenditures incurred for the Baywalk South project. The transfer into the General Fund is for expenses paid on behalf of other funds.

Note 7 - Long-Term Liabilities

The following is a summary of changes in long-term liabilities for the year ended September 30, 2017:

	October 1, 2016	Additions	Reductions	September 30, 2017	Due Within One Year
Governmental Activities:					
General obligation note, Series 2010	\$ 1,645,715	\$ -	\$ 102,857	\$ 1,542,858	\$ 102,857
General obligation refunding note, Series 2010	4,690,000	-	320,000	4,370,000	330,000
Claims and judgements	121,923	-	121,923	-	-
Compensated absences	1,531,936	559,266	473,035	1,618,167	269,695
Net pension liability	7,218,660	710,838	-	7,929,498	-
OPEB obligation	201,000	54,000	-	255,000	-
Total governmental activities long-term liabilities	<u>\$ 15,409,234</u>	<u>\$ 1,324,104</u>	<u>\$ 1,017,815</u>	<u>\$ 15,715,523</u>	<u>\$ 702,552</u>
Business-Type Activities:					
Revolving state loans	\$ 1,257,358	\$ 588,533	\$ 128,781	\$ 1,717,110	\$ 134,702
Net pension liability	504,833	45,051	-	549,884	-
Compensated absences	187,566	57,694	90,429	154,831	25,805
Total business-type activities long-term liabilities	<u>\$ 1,949,757</u>	<u>\$ 691,278</u>	<u>\$ 219,210</u>	<u>\$ 2,421,825</u>	<u>\$ 160,507</u>

Note 7 - Long-Term Liabilities (continued)

For governmental activities, compensated absences, net pension liability and net other postemployment obligations are generally liquidated by the General Fund.

Governmental activities: In fiscal year ended September 30, 2010, the Village borrowed \$ 2,160,000 relating to a General Obligation Note, Series 2010 for purpose of financing all or a part of the costs of (i) the creation and improvement of parks and recreational opportunities, (ii) the construction of a Public Safety and Village Hall complex, (iii) landscaping and aesthetic improvements to the John F. Kennedy Causeway, and (iv) related capital costs. The note is secured by the proceeds of ad valorem taxes levied on all taxable property in the Village. The note bears interest of 3.80% and is payable semi-annually while principal of \$ 102,857 is payable annually on December 1 of each year through the maturity date of December 1, 2031. The outstanding principal balance as of September 30, 2017 is \$ 1,542,858.

In fiscal year ended September 30, 2011, the Village refinanced a \$ 6,250,000 General Obligation Note with the proceeds of a \$ 6,325,000 General Obligation Refunding Note. The proceeds were used to legally defease the original note and to pay costs of the refinancing. The note bears interest at 3.51% and is payable semi-annually while principal is payable annually on June 1 of each year through the maturity date of June 1, 2028. The outstanding principal balance as of September 30, 2017 is \$ 4,370,000.

Business-type activities - revolving state loans: The Village has five separate state revolving loan agreements with the Department of Environmental Protection. The loans provided the funding for various sewer improvement projects on a cost reimbursement basis. Pursuant to the terms of the individual agreements, the Village began making semi-annual principal and interest payments on the loans six months subsequent to the completion of the projects.

The Village is required to maintain rates and charges for the services furnished by the water and sewer systems which will be sufficient to provide pledged revenues equal to 1.15 times the sums of the semi-annual payments due in such fiscal year. At September 30, 2017, the Village was in compliance with this covenant. The significant terms of the loans are as follows:

Revolving state loan of \$ 272,370 dated March 17, 1995; financing rate of 3.79%. As an amendment to the original loan, in June 1997 the Village was awarded an additional \$ 1,285,442 at an interest rate of 2.7%. The Village makes semi-annual principal and interest payments of \$ 33,797 on March 15 and September 15. The loan matures on September 15, 2018 and is collateralized by water and sewer revenues.	\$ 66,180
Revolving state loan of \$ 1,079,032 dated December 24, 2009; financing rate of 1.93%. The Village makes semi-annual principal and interest payments of \$ 32,929 on May 15 and November 15. The loan matures on May 15, 2031 and is collateralized by water and sewer revenues.	800,494
Revolving state loan of \$ 309,518 dated June 18, 2014; financing rate of 2.18%. The Village makes semi-annual principal and interest payments of \$ 10,597 on February 15 and August 15. The loan matures on August 15, 2031 and is collateralized by water and sewer revenues.	261,901

Note 7 - Long-Term Liabilities (continued)

Revolving state loan of \$ 52,988 dated March 10, 2017; financing rate of 1.87%. The Village makes semi-annual principal and interest payments of \$ 1,626 on October 15 and April 15. The loan matures on April 15, 2035 and is collateralized by water and sewer revenues.

52,988

Revolving state loan of \$ 535,547 dated May 16, 2017; interest rate of .17%. The Village will be required to make semi-annual principal and interest payments based on the actual amount of the principal drawn under the agreement.

535,547

\$ 1,717,110

Combined aggregate maturities for all long-term debt for each of the next five years and to maturity are as follows:

Year Ending September 30,	Governmental Activities			Business-type Activities		
	Principal	Interest	Total	Principal*	Interest*	Total
2018	\$ 432,857	\$ 210,061	\$ 642,918	\$ 134,702	\$ 23,193	\$ 157,895
2019	447,857	194,570	642,427	69,888	20,414	90,302
2020	462,857	178,552	641,409	71,283	19,020	90,303
2021	467,857	162,007	629,864	72,705	17,598	90,303
2022	482,857	145,287	628,144	74,155	16,147	90,302
2023-2027	2,634,285	457,558	3,091,843	393,569	57,942	451,511
2028-2032	984,288	65,355	1,049,643	351,202	17,543	368,745
2033-2035	-	-	-	14,059	670	14,729
	<u>\$ 5,912,858</u>	<u>\$ 1,413,390</u>	<u>\$ 7,326,248</u>	<u>\$ 1,181,563</u>	<u>\$ 172,527</u>	<u>\$ 1,354,090</u>

* Amounts above do not include all of the Village's State Revolving Fund debt service requirements. Only loans that have reached project completion are included above.

Note 8 - Retirement Plans

Florida Retirement System:

As provided by Chapters 121 and 112, Florida Statutes, the Florida Retirement System ("FRS") provides two cost sharing, multiple employer defined benefit plans administered by the Florida Department of Management Services, Division of Retirement, including the FRS Pension Plan ("Pension Plan") and the Retiree Health Insurance Subsidy ("HIS Plan"). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district school board, state university, community college, or a participating city or special district within the State of Florida. The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefits are established by Chapter 121, Florida Statutes, and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida State Legislature.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. The latest available report may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000, or by calling (877) 377-1737 or by visiting the Web site: http://www.dms.myflorida.com/workforce_operations/retirement/publications.

Note 8 - Retirement Plans (continued)

Pension Plan

Plan Description - The Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program ("DROP") for eligible employees.

Benefits Provided - Benefits under the Pension Plan are computed on the basis of age, average final compensation, and service credit. For Pension Plan members enrolled before July 1, 2011, Regular class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% times years of service times final average compensation based on the five highest years of salary. Vested members with less than 30 years of service may retire before age 62 and receive reduced retirement benefits. Special Risk Administrative Support class members who retire at or after age 55 with at least six years of credited service or 25 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% times years of service times final average compensation based on the five highest years of salary. Special Risk class members (sworn law enforcement officers, firefighters, and correctional officers) who retire at or after age 55 with at least six years of credited service, or with 25 years of service regardless of age, are entitled to a retirement benefit payable monthly for life, equal to 3.0% of their final average compensation based on the five highest years of salary for each year of credited service. Senior Management Service class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 2.0% of their final average compensation based on the five highest years of salary for each year of credited service. Elected Officers' class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 3.0% (3.33% for judges and justices) of their final average compensation based on the five highest years of salary for each year of credited service.

For Plan members enrolled on or after July 1, 2011, the vesting requirement is extended to eight years of credited service for all these members and increasing normal retirement to age 65 or 33 years of service regardless of age for Regular, Senior Management Service, and Elected Officers' class members, and to age 60 or 30 years of service regardless of age for Special Risk and Special Risk Administrative Support class members. Also, the final average compensation for all these members will be based on the eight highest years of salary.

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the Pension Plan before August 1, 2011, the annual cost of living adjustment ("COLA") is three percent per year. The COLA formula for retirees with an effective retirement date or DROP begin date on or after August 1, 2011, will be the sum of the pre-July 2011 service credit divided by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

In addition to the above benefits, the DROP program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with a FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest. There are no required contributions by DROP participants.

Note 8 - Retirement Plans (continued)

Contributions - Effective July 1, 2011, all enrolled members of the FRS, other than DROP participants, are required to contribute three percent of their salary to the FRS. In addition to member contributions, governmental employers are required to make contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year. The employer contribution rates by job class for the periods from October 1, 2016 through June 30, 2017 and from July 1, 2017 through September 30, 2017, respectively, were as follows: Regular - 7.52% and 7.92%; Special Risk Administrative Support - 28.06% and 34.63%; Special Risk - 22.57% and 23.27%; Senior Management Service - 21.77% and 22.71%; Elected Officers' - 42.47% and 45.50%; and DROP participants - 12.99% and 13.26%. These employer contribution rates include 1.66% HIS Plan subsidy for the period October 1, 2016 through September 30, 2017.

HIS Plan:

Plan Description - The HIS Plan is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided - For the fiscal year ended September 30, 2017, eligible retirees and beneficiaries received a monthly HIS payment of \$ 5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$ 30 and a maximum HIS payment of \$ 150 per month. To be eligible to receive these benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions - The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2017, the HIS contribution was 1.66%. The Village contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of

Resources Related to Pensions - At September 30, 2017, the Village reported liabilities of \$ 7,052,362 for its proportionate share of the Pension Plan's net pension liability and \$ 1,427,020 for the HIS Plan's net pension liability for a total net pension liability of \$ 8,479,382. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2017. At June 30, 2017, the Village's proportion was .023842196 percent for the Pension Plan and .013346042 percent for the HIS Plan, which was a decrease of .000479086 percent and .000231007 percent respectively, from the proportionate share measured as of June 30, 2016.

Addendum #1

North Bay Village, Florida
Notes to Financial Statements
September 30, 2017

Note 8 - Retirement Plans (continued)

For the year ended September 30, 2017, the Village recognized pension expense of \$ 1,334,054 for the Pension Plan and \$ 133,326 for the HIS Plan for a total pension expense of \$ 1,467,380. At September 30, 2017, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflow of Resources		
	Pension Plan	HIS Plan	Total
Differences between expected and actual experience	\$ 647,237	\$ -	\$ 647,237
Changes of assumptions	2,370,091	200,590	2,570,681
Net difference between projected and actual earnings on pension plan investments	-	791	791
Changes in proportion and differences between Village contributions and proportionate share of contributions	474,088	129,106	603,194
Village contributions subsequent to the measurement date	150,527	16,232	166,759
Total	\$ 3,641,943	\$ 346,719	\$ 3,988,662

Description	Deferred Inflows of Resources		
	Pension Plan	HIS Plan	Total
Differences between expected and actual experience	\$ 39,066	\$ 2,971	\$ 42,037
Change of assumptions	-	123,396	123,396
Net difference between projected and actual earnings on pension plan investments	174,775	-	174,775
Changes in proportion and differences between Village contributions and proportionate share of contributions	149,206	19,587	168,793
Total	\$ 363,047	\$ 145,954	\$ 509,001

Note 8 - Retirement Plans (continued)

\$ 166,759 of deferred outflows of resources related to employer contributions paid subsequent to the measurement date and prior to the employer’s fiscal year end will be recognized as a reduction of the net pension liability in the subsequent reporting period ending September 30, 2018. The amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended September 30:	Employer Share of Deferred Outflows/Inflows		
	Pension Plan	HIS Plan	Total
2018	\$ 431,666	\$ 48,085	\$ 479,751
2019	1,038,346	47,935	1,086,281
2020	772,132	47,863	819,995
2021	222,083	40,764	262,847
2022	492,781	19,914	512,695
Thereafter	171,359	(20,026)	151,333

Actuarial Assumptions - The Florida Retirement System Actuarial Assumption Conference is responsible for setting the assumptions used in the funding valuations of both pension plans pursuant to section 216.136 (10), Florida Statutes. The Pension Plan’s valuation is performed annually. The HIS Plan has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the Pension Plan was completed in 2014 for the period July 1, 2008, through June 30, 2013. Because the HIS Plan is funded on a pay-as-you-go basis, no experience study has been completed for that program. The actuarial assumptions that determined the total pension liability for the HIS Plan were based on certain results of the most recent experience study for the Pension Plan. The total pension liability in the June 30, 2017 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	Pension Plan	HIS Plan
Inflation	2.60%	2.60%
Salary increases	3.25%, average, including inflation	3.25%, average, including inflation
Investment rate of return	7.10%, net of pension plan investment expense, including inflation	N/A
Actuarial cost method	Individual entry age	Individual entry age
Mortality table	Generational RP-2000 with Projection Scale BB tables	Generational RP-2000 with Projection Scale BB tables

Long-term Expected Rate of Return - The long-term expected rate of return on Pension Plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy’s description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Addendum #1

North Bay Village, Florida
Notes to Financial Statements
September 30, 2017

Note 8 - Retirement Plans (continued)

Asset Class	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	3.0%	3.0%	1.8%
Fixed income	18.0%	4.5%	4.4%	4.2%
Global equity	53.0%	7.8%	6.6%	17.0%
Real estate	10.0%	6.6%	5.9%	12.8%
Private equity	6.0%	11.5%	7.8%	30.0%
Strategic investments	12.0%	6.1%	5.6%	9.7%
Total	100.0%			
Assumed Inflation - Mean			2.6%	1.9%

(1) As outlined in the Pension Plan's investment policy

Discount Rate - The discount rate used to measure the total pension liability was 7.10% for the Pension Plan. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return.

The discount rate used to measure the total pension liability was 3.58% for the HIS Plan. In general, the discount rate for calculating the HIS Plan's total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS Plan benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the municipal bond rate of 3.58% was used to determine the total pension liability. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the Village's Proportionate Share of the Net Position Liability to Changes in the Discount Rate - The following table presents the sensitivity of the Village's proportionate share of the net pension liability to changes in the discount rate. The sensitivity analysis, below, shows the impact to the Village's proportionate share of the net pension liability if the discount rate was 1.00% lower or 1.00% higher than the current discount rate at June 30, 2017.

	1% Decrease (6.10%)	Current Discount Rate (7.10%)	1% Increase (8.10%)
Village's proportionate share of the net pension liability for Pension Plan	\$ <u>12,764,349</u>	\$ <u>7,052,362</u>	\$ <u>2,310,104</u>
	1% Decrease (2.58%)	Current Discount Rate (3.58%)	1% Increase (4.58%)
Village's proportionate share of the net pension liability for HIS Plan	\$ <u>1,628,419</u>	\$ <u>1,427,020</u>	\$ <u>1,259,266</u>

Note 9 - Defined Contribution Plan

The Village also has a defined contribution plan (“Plan”) in accordance with Internal Revenue Code Section 401(k). There are five employees that did not transfer their balances to FRS that remain in this Plan. The Plan provides for required employer and employee contributions of 13.5% and 5.5% of employee earnings for the Plan year, respectively. The Village contributed approximately \$ 22,200 and the employees contributed approximately \$ 9,000 for the year ended September 30, 2017. Plan amendments must be approved by the Village Commission. The Plan is administered by ICMA Retirement Corp.

Note 10 - Other Post-Employment Benefits

Plan Description: North Bay Village, Florida administers a single-employer defined benefit healthcare plan (the “Plan”) that provides medical and dental insurance benefits to its employees and their eligible dependents. In accordance with Section 112.0801 of the Florida Statutes, because the Village provides a medical plan to active employees of the Village and their eligible dependents, the Village is also required to provide retirees with the opportunity to participate in this Plan. The Plan is not accounted for as a trust fund and an irrevocable trust has not been established to fund this Plan. The Plan does not issue a separate financial report. Currently, the Village does not have any retirees who are receiving post-employment benefits.

Funding Policy: The Village is funding the post-employment benefits on a pay-as-you-go basis. For the fiscal year ended September 30, 2017, the annual required contribution was \$ 65,000. The Village made an implied contribution of \$ 2,000 towards this amount. At September 30, 2017, the Village recorded a net OPEB obligation of \$ 255,000 for governmental activities, in its government-wide statement of net position.

Annual OPEB Cost and Net OPEB Obligation: The annual OPEB cost (expense) is calculated based on the annual required contribution (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost each year and amortize any unfunded actuarial liability over a period not to exceed 30 years. The following table shows the components of the Village's annual OPEB cost for the year, the amount actually contributed, and the changes in the net OPEB obligation.

Annual Required Contribution (ARC)	\$	65,000
Interest on net pension obligation		8,000
Adjustment to annual required contribution		<u>(17,000)</u>
Total annual OPEB cost		56,000
Employer contributions made	*	(2,000)
Interest on employer obligation		<u>-</u>
Increase in net OPEB obligation		54,000
Net OPEB obligation, beginning of year		<u>201,000</u>
 Net OPEB obligation, end of year	 \$	 <u><u>255,000</u></u>

**reflects a contribution credit for the implied subsidy.*

Note 10 - Other Post-Employment Benefits (continued)

The Village's annual OPEB cost, the percentage of annual OPEB costs contributed to the plan, and the net OPEB obligation for 2017 and the preceding two years was as follows:

<u>Year Ending September 30,</u>	<u>Annual OPEB Cost</u>	<u>Percentage of Annual OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
2017	\$ 56,000	4.00%	\$ 255,000
2016	\$ 54,000	4.00%	\$ 201,000
2015	\$ 44,000	7.00%	\$ 149,000

Funded status and funding progress: As of October 1, 2016, the most recent actuarial valuation date, the funded status of the plan was as follows:

<u>Actuarial Valuation Date</u>	<u>Actuarial Value of Assets</u>	<u>Actuarial Accrued Liability (AAL)</u>	<u>Unfunded Actuarial Liability (UAAL)</u>	<u>Funded Ratio</u>	<u>Covered Payroll</u>	<u>UAAL as % of Covered Payroll</u>
10/1/16	\$ -	\$ 398,000	\$ 398,000	0.0%	\$ 3,975,000	10.0%

Actuarial valuations for OPEB plans involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. These actuarially determined amounts are subject to continual revisions as actual results are compared to past expectations and new estimates are made about the future. The schedule of funding progress presented immediately following the financial statements as required supplementary information, presents multi-year trend information about whether the actuarial value of a plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

Actuarial Methods and Assumptions: Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial calculations of the OPEB plan reflect a long-term perspective. Consistent with this perspective, actuarial valuations will use actuarial methods and assumptions that include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets.

The ARC for the plan's year was determined as part of the October 1, 2016 actuarial valuation using the following methods and assumptions:

Actuarial cost method	projected unit credit
Amortization method	15 year open period; level dollar payment
Inflation rate	2.75%
Investment return	4.00%
Healthcare cost trend rate	8.00% for 2016/2017 graded to 5.50% for 2021/2022

Note 11 - Commitments and Contingencies

Litigation: The Village is involved in several lawsuits incidental to its operations, the outcome of which, in the opinion of management and legal counsel, should not have material adverse effect on the financial position of the Village.

Risk management: The Village is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, and natural disasters for which the Village carries commercial insurance. There were no significant reductions in insurance coverage from coverage in the prior year and there were no settlements that exceeded insurance coverage for each of the past three years. The Village provides employee medical benefits through commercial insurance coverage.

Grants contingency: The Village receives grants from governmental agencies that require compliance with certain provisions stated in the grant agreements and are subject to audit by their grantor agencies. Failure to comply with the provisions or the results of any grantor audit could result in the return of funds and are subject to audit by their grantor agencies. Management of the Village deems the likelihood of this contingency remote since, in its opinion, the Village has complied in all material respects with the provisions of the grants.

Operating lease agreement: The Village previously entered into a two-year operating lease for the rental of the Village City Hall Facility. This lease required monthly base payments of approximately \$ 17,000, through June 30, 2016 which included an applicable percentage of operating expenses. In June 2016, the Village renewed this facility lease for an additional two years. The new lease requires monthly payments of approximately \$ 17,000 through June 30, 2017 and \$ 17,700, through June 30, 2018. Total base payments in connection with this lease were approximately \$ 206,100 for the year ended September 30, 2017.

The Village previously entered into a two year and two-month operating lease for the rental of an additional unit at the Village City Hall Facility. This lease required monthly base payments of approximately \$ 7,350, through June 30, 2016 including an applicable percentage of operating expenses. In June 2016, the Village renewed this facility lease for an additional two years. The new lease requires monthly payments of approximately \$ 7,350 through June 30, 2017 and \$ 7,640, through June 30, 2018. Total base payments in connection with this lease were approximately \$ 89,100 for the year ended September 30, 2017.

Future minimum base lease payments for the remainder of the leases are approximately as follows:

Year Ended September 30,	Amount
2018	\$ 228,340
Thereafter	NONE

Note 11 - Commitments and Contingencies (continued)

Encumbrances: Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. At September 30, 2017, the amount of encumbrances expected to be honored upon performance by the vendor/contractor in the next year are as follows:

Utility Fund:	
Sewer system repairs	\$ 1,128,000
Water main system repairs	3,948,000
Water meter replacements	<u>304,000</u>
	<u>\$ 5,380,000</u>
Capital Projects Fund:	
Baywalk - South side	\$ <u>708,000</u>

The encumbrances and related appropriation lapse at the end of the year, but are re-appropriated and become part of the subsequent year's budget because performance under the executory contract is expected in the next year.

Hurricane Irma: On September 10, 2017, Hurricane Irma hit the Village. The clean-up and repair process was initiated immediately with the majority of the costs incurred during the fiscal year 2017. These expenses are not included in the Schedule of Expenditures of Federal Awards (SEFA) because they have not been approved by the Federal Emergency Management Agency (FEMA). An estimated receivable from FEMA was recorded in the current fiscal year. The Village submitted their damage inventory report via FEMA's grant portal in January 2018 and are awaiting further review and approval.

REQUIRED SUPPLEMENTARY INFORMATION
(OTHER THAN MD&A)

Addendum #1

**North Bay Village, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - General Fund
For the Year Ended September 30, 2017**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues:				
Taxes:				
Property taxes, including penalties and interest	\$ 4,415,653	\$ 4,415,653	\$ 4,516,750	\$ 101,097
Utility service taxes	603,000	603,000	604,737	1,737
Total taxes	<u>5,018,653</u>	<u>5,018,653</u>	<u>5,121,487</u>	<u>102,834</u>
Licenses and permits:				
Village occupational licenses	90,000	90,000	108,207	18,207
Building and other permits	22,500	22,500	-	(22,500)
Total licenses and permits	<u>112,500</u>	<u>112,500</u>	<u>108,207</u>	<u>(4,293)</u>
Franchise fees:				
Electric	420,000	420,000	432,855	12,855
Gas	18,000	18,000	9,917	(8,083)
United States Postal Service	18,500	18,500	18,549	49
Sanitation	1,000	1,000	1,723	723
Total franchise fees	<u>457,500</u>	<u>457,500</u>	<u>463,044</u>	<u>5,544</u>
Intergovernmental:				
Local 1/2 cent sales tax	650,000	650,000	630,296	(19,704)
Communication service tax	212,000	212,000	209,420	(2,580)
State revenue sharing	185,000	185,000	193,807	8,807
Alcohol beverage licenses	6,000	6,000	9,788	3,788
Federal grants	-	-	1,737	1,737
Total intergovernmental	<u>1,053,000</u>	<u>1,053,000</u>	<u>1,045,048</u>	<u>(7,952)</u>
Charges for services:				
Record research and review	50,000	50,000	34,983	(15,017)
Passport fees	18,000	18,000	14,226	(3,774)
Advertising/bus stop	4,680	4,680	4,680	-
Total charges for services	<u>72,680</u>	<u>72,680</u>	<u>53,889</u>	<u>(18,791)</u>
Fines and forfeitures	97,000	97,000	229,302	132,302
Interest income	35,000	35,000	46,783	11,783
Miscellaneous	46,500	46,500	161,814	115,314
Total revenues	<u>6,892,833</u>	<u>6,892,833</u>	<u>7,229,574</u>	<u>336,741</u>
Expenditures:				
General government:				
Village Commission:				
Personal services	35,607	35,607	35,917	(310)
Operating expenditures	30,475	30,475	25,277	5,198
Total Village commission	<u>66,082</u>	<u>66,082</u>	<u>61,194</u>	<u>4,888</u>
Village Manager:				
Personal services	409,980	409,980	418,272	(8,292)
Operating expenditures	6,360	6,360	3,902	2,458
Total Village manager	<u>416,340</u>	<u>416,340</u>	<u>422,174</u>	<u>(5,834)</u>

See notes to budgetary comparison schedule.

Addendum #1

**Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - General Fund
For the Year Ended September 30, 2017
(continued)**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
Village Clerk:				
Personal services	231,987	231,987	224,175	7,812
Operating expenditures	66,630	66,630	57,763	8,867
Total Village clerk	<u>298,617</u>	<u>298,617</u>	<u>281,938</u>	<u>16,679</u>
Finance:				
Personal services	433,413	433,413	448,654	(15,241)
Operating expenditures	10,310	10,310	8,073	2,237
Total finance	<u>443,723</u>	<u>443,723</u>	<u>456,727</u>	<u>(13,004)</u>
Village Attorney:				
Operating expenditures	204,000	204,000	197,552	6,448
Total Village attorney	<u>204,000</u>	<u>204,000</u>	<u>197,552</u>	<u>6,448</u>
Nondepartmental:				
Personal services	64,961	64,961	85,651	(20,690)
Operating expenditures	850,917	850,917	1,247,592	(396,675)
Capital outlay	6,500	6,500	2,527	3,973
Total nondepartmental	<u>922,378</u>	<u>922,378</u>	<u>1,335,770</u>	<u>(413,392)</u>
Total general government	<u>2,351,140</u>	<u>2,351,140</u>	<u>2,755,355</u>	<u>(404,215)</u>
Public safety:				
Personal services	4,368,537	4,368,537	4,324,741	43,796
Operating expenditures	374,867	374,867	440,539	(65,672)
Capital outlay	157,950	157,950	29,467	128,483
Total public safety	<u>4,901,354</u>	<u>4,901,354</u>	<u>4,794,747</u>	<u>106,607</u>
Parks and recreation:				
Operating expenditures	237,100	237,100	252,545	(15,445)
Capital outlay	-	-	24,893	(24,893)
Total parks and recreation	<u>237,100</u>	<u>237,100</u>	<u>277,438</u>	<u>(40,338)</u>
Total expenditures	<u>7,489,594</u>	<u>7,489,594</u>	<u>7,827,540</u>	<u>(337,946)</u>
Excess of revenues over expenditures	<u>(596,761)</u>	<u>(596,761)</u>	<u>(597,966)</u>	<u>(1,205)</u>
Other Financing Uses:				
Transfers in	790,443	790,443	790,443	-
Transfers out	(193,682)	(193,682)	(241,111)	(47,429)
Total other financing uses	<u>596,761</u>	<u>596,761</u>	<u>549,332</u>	<u>(47,429)</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (48,634)</u>	<u>\$ (48,634)</u>

See notes to budgetary comparison schedule.

Addendum #1

North Bay Village, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - General Fund
For the Year Ended September 30, 2017

**Explanation of Differences Between Change in Fund Balance - Budget and Actual
and Statement of Revenues, Expenditures and Changes in Fund Balances -
Governmental Funds**

Total revenues, page 43 \$ 7,229,574

Amounts reported for budget to actual are different because:

Revenues in the Village's Building Fees Fund and Street Maintenance Fund are reported in their respective funds for budgetary purposes but in the General Fund for the purpose of the Statement of Revenues, Expenditures and Changes in Fund Balance - Governmental Funds

Building Fees Fund	547,189
Street Maintenance Fund	<u>193,345</u>

Total revenues, per the Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds, page 15 \$ 7,970,108

Total expenditures, page 44 \$ 7,827,540

Amounts reported for budget to actual are different because:

Expenditures in the Village's Building Fees Fund and Street Maintenance Fund are reported in their respective funds for budgetary purposes but in the General Fund for the purpose of the Statement of Revenues, Expenditures and Changes in Fund Balance - Governmental Funds

Building Fees Fund	458,855
Street Maintenance Fund	<u>416,292</u>

Total expenditures, per the Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds, page 15 \$ 8,702,687

See notes to budgetary comparison schedule.

Note 1 - Budgets and Budgetary Accounting

The Village legally adopts annual budgets for all governmental funds, with the exception of Federal Forfeiture Fund, State Forfeiture Fund, Parks Improvement Fund and Police Improvement Trust Fund.

The budgets are prepared on a basis consistent with accounting principles generally accepted in the United States. At least 60 days prior to the close of the fiscal year, the Village Commission is presented with a proposed budget including proposed expenditures and the means of financing them. After Commission review and public hearings, the budget is adopted prior to October 1. Budgets are approved on a fund-by-fund basis and management may transfer amounts between line items within the various activities in a department as long as the transfer does not amount to more than 5% of the total budget of the department. There were no budgetary transfers within a department for the year ending September 30, 2017. All other budgetary transfers must be approved by resolution of the Village Commission. Expenditures may not exceed appropriations at the departmental level.

Budgets are considered a management control and planning tool and as such are incorporated into the accounting system of the Village. The Village Commission, by resolution, may make supplemental appropriations for the year up to the amount of revenues in excess of those estimated. Appropriations lapse at year-end. There were no amendments to the budget for the current fiscal year.

Note 2 - Excess of Expenditures Over Appropriations

For the year ended September 30, 2017, expenditures exceeded appropriations in the following:

General Fund - Village Manger	\$ 5,834
General Fund - Finance	\$ 13,004
General Fund - Nondepartmental	\$ 413,392
General Fund - Parks and Recreation	\$ 40,338
Street Maintenance Fund	\$ 51,041

This unfavorable variance was caused by unbudgeted costs related to unforeseen circumstances and occurrences during the year which in part were related to Hurricane Irma and were covered by revenues in excess of budget and unassigned fund balance.

Addendum #1

North Bay Village, Florida
 Required Supplementary Information
 Schedule of Funding Progress
 Other Post-Employment Benefits (Unaudited)

<u>Actuarial Valuation Date</u>	<u>(a) Actuarial Value of Assets</u>	<u>(b) Actuarial Accrued Liability (AAL)-</u>	<u>Unfunded AAL (UAAL) (b)-(a)</u>	<u>Funded Ratio (a)/(b)</u>	<u>(c) Covered Payroll</u>	<u>UAAL as a Percentage of Covered Payroll (b-a)/(c)</u>
10/1/2012	\$ -	\$ 261,000	\$ 261,000	0.0%	\$ 4,239,000	6.2%
7/1/2014	\$ -	\$ 279,000	\$ 279,000	0.0%	\$ 3,223,000	8.7%
10/1/2016	\$ -	\$ 398,000	\$ 398,000	0.0%	\$ 3,975,000	10.0%

Addendum #1

**North Bay Village, Florida
Schedule of Proportionate Share of Net Pension Liability
Florida Retirement System Pension Plan
Last 10 Fiscal Years *
(Unaudited)**

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
North Bay Village, Florida's proportion of the net pension liability	0.023842196%	0.024321282%	0.020411165%	0.019243398%
North Bay Village, Florida's proportionate share of the net pension liability	\$ 7,052,362	\$ 6,141,143	\$ 2,636,376	\$ 1,174,130
North Bay Village, Florida's covered-employee payroll	\$ 4,260,039	\$ 4,191,730	\$ 3,811,541	\$ 3,442,706
North Bay Village, Florida's proportionate share of the net pension liability as a percentage of its covered-employee payroll	165.55%	146.51%	69.17%	34.10%
Plan fiduciary net position as a percentage of total pension liability	83.89%	84.88%	92.00%	96.09%

* This schedule is intended to present information for ten years. However, until a full ten-year trend is compiled, the pension plan will present information for those years for which the information is available.

Addendum #1

North Bay Village, Florida
Schedule of Proportionate Share of Net Pension Liability
Retiree Health Insurance Subsidy Program
Last 10 Fiscal Years *
(Unaudited)

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
North Bay Village, Florida's proportion of the net pension liability	0.013346042%	0.013577049%	0.012524760%	0.011525625%
North Bay Village, Florida's proportionate share of the net pension liability	\$ 1,427,020	\$ 1,582,349	\$ 1,277,329	\$ 1,077,674
North Bay Village, Florida's covered-employee payroll	\$ 4,260,039	\$ 4,191,730	\$ 3,811,541	\$ 3,442,706
North Bay Village, Florida's proportionate share of the net pension liability as a percentage of its covered-employee payroll	33.50%	37.75%	33.51%	31.30%
Plan fiduciary net position as a percentage of total pension liability	1.64%	0.97%	0.50%	0.99%

* This schedule is intended to present information for ten years. However, until a full ten-year trend is compiled, the pension plan will present information for those years for which the information is available.

Addendum #1

**North Bay Village, Florida
Schedule of Contributions
Florida Retirement System Pension Plan
Last 10 Fiscal Years *
(Unaudited)**

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required contribution	\$ 694,071	\$ 637,477	\$ 573,039	\$ 490,043
Contributions in relation to the contractually required contribution	<u>694,071</u>	<u>637,477</u>	<u>573,039</u>	<u>490,043</u>
Contribution deficiency (excess)	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>
North Bay Village, Florida's covered employee payroll	\$ 4,275,799	\$ 4,088,434	\$ 3,807,189	\$ 3,554,672
Contributions as a percentage of covered payroll	16.23%	15.59%	15.05%	13.79%

* This schedule is intended to present information for ten years. However, until a full ten-year trend is compiled, the pension plan will present information for those years for which the information is available.

Addendum #1

**North Bay Village, Florida
Schedule of Contributions
Retiree Health Insurance Subsidy Program
Last 10 Fiscal Years *
(Unaudited)**

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required contribution	\$ 70,978	\$ 67,868	\$ 52,231	\$ 43,298
Contributions in relation to the contractually required contribution	<u>70,978</u>	<u>67,868</u>	<u>52,231</u>	<u>43,298</u>
Contribution deficiency (excess)	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>
North Bay Village, Florida's covered employee payroll	\$ 4,275,799	\$ 4,088,434	\$ 3,807,189	\$ 3,554,672
Contributions as a percentage of covered payroll	1.66%	1.66%	1.37%	1.22%

* This schedule is intended to present information for ten years. However, until a full ten-year trend is compiled, the pension plan will present information for those years for which the information is available.

Addendum #1

North Bay Village, Florida
Schedule of Investment Returns
Florida Retirement System Pension Plan
Last 10 Fiscal Years *
(unaudited)

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Annual money-weighted annual rate of return, net of investment expenses	13.59%	0.57%	3.77%	17.57%

* This schedule is intended to present information for ten years. However, until a full ten-year trend is compiled, the pension plan will present information for those years for which the information is available.

Addendum #1

North Bay Village, Florida
Schedule of Investment Returns
Retiree Health Insurance Subsidy Program
Last 10 Fiscal Years *
(unaudited)

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Annual money-weighted annual rate of return, net of investment expenses	13.59%	0.57%	3.77%	17.57%

* This schedule is intended to present information for ten years. However, until a full ten-year trend is compiled, the pension plan will present information for those years for which the information is available.

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for specific revenues that are legally restricted to expenditures for particular purposes.

Federal Forfeiture Fund - This fund is used to account for Federal forfeitures restricted for law enforcement purposes.

Transportation Fund - This fund is used to account for restricted revenues and expenditures associated with a county levied surtax and designated for public transportation purposes.

Children's Services Fund - This fund is used to account for certain grants and programs that provide for summer programs as well as other adolescent activities.

Police Improvement Trust Fund - This fund is used to account for impact fees and their expenditure for law enforcement purposes.

CAPITAL PROJECTS FUND

Capital projects funds are used to account for the acquisition or construction of various major capital projects.

Parks Improvement Fund - This fund is used to account for impact fees and the expenditures associated with park acquisition, improvements and enhancements.

Addendum #1

**North Bay Village, Florida
Combining Balance Sheet
Nonmajor Governmental Funds
September 30, 2017**

	Special Revenue Funds				Capital Project Fund	Total Nonmajor Governmental Funds
	Federal Forfeiture Fund	Transportation Fund	Children's Services Fund	Police Improvement Trust Fund	Parks Improvement Fund	
Assets:						
Pooled cash, cash equivalents and investments	\$ 163,260	\$ 982,639	\$ -	\$ 2,150	\$ 227,018	\$ 1,375,067
Prepaid items	1,028	-	-	-	-	1,028
Receivables	-	80,314	61,940	-	-	142,254
Total assets	<u>\$ 164,288</u>	<u>\$ 1,062,953</u>	<u>\$ 61,940</u>	<u>\$ 2,150</u>	<u>\$ 227,018</u>	<u>\$ 1,518,349</u>
Liabilities and Fund Balances:						
Liabilities:						
Accounts payable and accrued liabilities	\$ 3,831	\$ 22,050	\$ 56,135	\$ -	\$ -	\$ 82,016
Payroll liabilities	10,519	3,837	5,721	-	-	20,077
Total liabilities	<u>14,350</u>	<u>25,887</u>	<u>61,856</u>	<u>-</u>	<u>-</u>	<u>102,093</u>
Fund balances:						
Nonspendable:						
Prepaid items	1,028	-	-	-	-	1,028
Restricted for:						
Transportation projects	-	1,037,066	-	-	-	1,037,066
Recreation and human services	-	-	84	-	227,018	227,102
Law enforcement	148,910	-	-	2,150	-	151,060
Total fund balances	<u>149,938</u>	<u>1,037,066</u>	<u>84</u>	<u>2,150</u>	<u>227,018</u>	<u>1,416,256</u>
Total liabilities and fund balances	<u>\$ 164,288</u>	<u>\$ 1,062,953</u>	<u>\$ 61,940</u>	<u>\$ 2,150</u>	<u>\$ 227,018</u>	<u>\$ 1,518,349</u>

Addendum #1

**North Bay Village, Florida
Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended September 30, 2017**

	Special Revenue Funds				Capital Project Fund	Total Nonmajor Governmental Funds
	Federal Forfeiture Fund	Transportation Fund	Children's Services Fund	Police Improvement Trust Fund	Parks Improvement Fund	
Revenues:						
Taxes	\$ -	\$ 328,070	\$ -	\$ -	\$ -	\$ 328,070
Intergovernmental revenue	-	-	148,402	-	-	148,402
Fines and forfeitures	470,773	9,925	-	-	-	480,698
Impact fees	-	-	-	1,744	4,068	5,812
Interest income	589	-	-	-	-	589
Other	14,069	-	-	-	-	14,069
Total revenues	485,431	337,995	148,402	1,744	4,068	977,640
Expenditures:						
Current:						
Public safety	500,190	-	-	-	-	500,190
Public works	-	153,861	-	-	-	153,861
Recreation and human services	-	-	158,920	-	-	158,920
Capital outlay	25,812	32,372	-	3,055	92,821	154,060
Total expenditures	526,002	186,233	158,920	3,055	92,821	967,031
Excess (deficiency) of revenues over expenditures	(40,571)	151,762	(10,518)	(1,311)	(88,753)	10,609
Other Financing Sources (Uses):						
Transfers in	-	55,248	10,518	-	-	65,766
Transfers out	-	-	-	-	(40,000)	(40,000)
Total other financing sources (uses)	-	55,248	10,518	-	(40,000)	25,766
Net change in fund balances	(40,571)	207,010	-	(1,311)	(128,753)	36,375
Fund Balances, beginning of year	190,509	830,056	84	3,461	355,771	1,379,881
Fund Balances, end of year	\$ 149,938	\$ 1,037,066	\$ 84	\$ 2,150	\$ 227,018	\$ 1,416,256

Addendum #1

North Bay Village, Florida
 Schedule of Revenues, Expenditures and Changes in Fund Balance -
 Budget and Actual - Transportation Fund
 For the Year Ended September 30, 2017

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues:				
Taxes	\$ 320,000	\$ 320,000	\$ 328,070	\$ 8,070
Fines and forfeitures	<u>2,000</u>	<u>2,000</u>	<u>9,925</u>	<u>7,925</u>
Total revenues	<u>322,000</u>	<u>322,000</u>	<u>337,995</u>	<u>15,995</u>
Expenditures:				
Public works	158,645	158,645	153,861	4,784
Capital outlay	<u>1,062,345</u>	<u>1,062,345</u>	<u>32,372</u>	<u>1,029,973</u>
Total expenditures	<u>1,220,990</u>	<u>1,220,990</u>	<u>186,233</u>	<u>1,034,757</u>
Excess (deficiency) of revenues over expenditures	<u>(898,990)</u>	<u>(898,990)</u>	<u>151,762</u>	<u>1,050,752</u>
Other Financing Sources:				
Transfers in	<u>55,248</u>	<u>55,248</u>	<u>55,248</u>	<u>-</u>
Net change in fund balance	<u>\$ (843,742)</u>	<u>\$ (843,742)</u>	<u>\$ 207,010</u>	<u>\$ 1,050,752</u>

Addendum #1

North Bay Village, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balance -
Budget and Actual - Children's Services Fund
For the Year Ended September 30, 2017

	Original Budget	Final Budget	Actual	Variance
Revenues:				
Intergovernmental revenue	\$ 169,252	\$ 169,252	\$ 148,402	\$ (20,850)
Total revenues	169,252	169,252	148,402	(20,850)
 Expenditures:				
Culture and recreation	175,680	175,680	158,920	16,760
Total expenditures	175,680	175,680	158,920	16,760
Excess (deficiency) of revenues over expenditures	(6,428)	(6,428)	(10,518)	(4,090)
 Other Financing Sources:				
Transfers in	6,428	6,428	10,518	4,090
Net change in fund balance	\$ -	\$ -	\$ -	\$ -

Addendum #1

**North Bay Village, Florida
 Schedule of Revenues, Expenditures and Changes in Fund Balance -
 Budget and Actual - Building Fees Fund
 For the Year Ended September 30, 2017**

	Original Budget	Final Budget	Actual	Variance
Revenues:				
Licenses and permits	\$ 570,000	\$ 570,000	\$ 519,083	\$ (50,917)
Miscellaneous	4,764	4,764	28,106	23,342
Total revenues	574,764	574,764	547,189	(27,575)
 Expenditures:				
Building, planning and zoning	553,022	553,022	458,855	94,167
Total expenditures	553,022	553,022	458,855	94,167
 Other Financing Uses:				
Transfers out	(21,742)	(21,742)	(21,742)	-
Net change in fund balance	\$ -	\$ -	\$ 66,592	\$ 66,592

Addendum #1

North Bay Village, Florida
 Schedule of Revenues, Expenditures and Changes in Fund Balance -
 Budget and Actual - Street Maintenance Fund
 For the Year Ended September 30, 2017

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues:				
Intergovernmental revenue	\$ 183,641	\$ 183,641	\$ 184,564	\$ 923
Miscellaneous	<u>2,000</u>	<u>2,000</u>	<u>8,781</u>	<u>6,781</u>
Total revenues	<u>185,641</u>	<u>185,641</u>	<u>193,345</u>	<u>7,704</u>
Expenditures:				
Public works	365,251	365,251	403,247	(37,996)
Capital outlay	<u>-</u>	<u>-</u>	<u>13,045</u>	<u>(13,045)</u>
Total expenditures	<u>365,251</u>	<u>365,251</u>	<u>416,292</u>	<u>(51,041)</u>
Excess (deficiency) of revenues over expenditures	<u>(179,610)</u>	<u>(179,610)</u>	<u>(222,947)</u>	<u>(43,337)</u>
Other Financing Sources:				
Transfers in	<u>179,610</u>	<u>179,610</u>	<u>222,947</u>	<u>43,337</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Addendum #1

North Bay Village, Florida
 Schedule of Revenues, Expenditures and Changes in Fund Balance -
 Budget and Actual - Debt Service Fund
 For the Year Ended September 30, 2017

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues:				
Property taxes	\$ 648,059	\$ 648,059	\$ 648,059	\$ -
Total revenues	<u>648,059</u>	<u>648,059</u>	<u>648,059</u>	<u>-</u>
Expenditures:				
Principal	422,857	422,857	422,857	-
Interest and fiscal charges	<u>225,202</u>	<u>225,202</u>	<u>225,191</u>	<u>11</u>
Total expenditures	<u>648,059</u>	<u>648,059</u>	<u>648,048</u>	<u>11</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 11</u>	<u>\$ 11</u>

Addendum #1

North Bay Village, Florida
 Schedule of Revenues, Expenditures and Changes in Fund Balance -
 Budget and Actual - Capital Projects Fund
 For the Year Ended September 30, 2017

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues:				
Intergovernmental revenues	\$ 100,000	\$ 100,000	\$ 47,926	\$ (52,074)
Total revenues	<u>100,000</u>	<u>100,000</u>	<u>47,926</u>	<u>(52,074)</u>
Expenditures:				
Capital outlay	<u>1,381,000</u>	<u>1,381,000</u>	<u>385,229</u>	<u>995,771</u>
Total expenditures	<u>1,381,000</u>	<u>1,381,000</u>	<u>385,229</u>	<u>995,771</u>
Excess (deficiency) of revenues over expenditures	<u>(1,281,000)</u>	<u>(1,281,000)</u>	<u>(337,303)</u>	<u>943,697</u>
Other Financing Sources:				
Transfers in	<u>61,000</u>	<u>61,000</u>	<u>40,000</u>	<u>(21,000)</u>
Net change in fund balance	<u>\$ (1,220,000)</u>	<u>\$ (1,220,000)</u>	<u>\$ (297,303)</u>	<u>\$ 922,697</u>

STATISTICAL SECTION

Addendum #1

STATISTICAL SECTION

This part of North Bay Village's comprehensive annual financial report presents detailed information as a context for understanding what information in the financial statements, note disclosures and required supplementary information says about the Village's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the Village's financial performance and well-being have changed over time.

- Net position by component
- Changes in net position
- Governmental activities tax revenues by source
- Fund balances of governmental funds
- Changes in fund balances of governmental funds
- General governmental tax revenues by source

Revenue Capacity

These schedules contain information to help the reader assess the Village's most significant local revenue source, the property tax.

- Assessed value and estimated actual assessed value of taxable property
- Property tax rates - direct and overlapping governments
- Principal property taxpayers
- Property tax levies and collections

Debt Capacity:

These schedules present information to help the reader assess the affordability of the Village's current levels of outstanding debt and the Village's ability to issue additional debt in the future.

- Ratios of outstanding debt by type
- Ratios of general bonded debt outstanding
- Direct and overlapping governmental activity debt
- Legal debt margin information
- Pledged revenue coverage

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village's financial activities take place.

- Demographic and economic statistics
- Occupational employment by group - Miami-Dade County, Florida

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the Village's financial report relates to the services the Village provides and the activities it performs.

- Full-time equivalent Village government employees by function
- Operating indicators by function
- Capital asset statistics by function

Sources: Unless otherwise indicated, information in these schedules is derived from the comprehensive annual financial reports for the respective years.

**North Bay Village, Florida
Net Position by Component
Last Ten Fiscal Years
(Accrual Basis of Accounting)**

	Fiscal Year									
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Governmental Activities:										
Net investment in capital assets	\$ 1,755,964	\$ 1,230,708	\$ 1,364,245	\$ 1,914,249	\$ 2,675,129	\$ 2,956,614	\$ 3,161,974	\$ 3,468,637	\$ 3,887,834	\$ 4,028,050
Restricted	954,830	1,707,096	571,581	1,569,472	1,533,377	1,117,826	1,724,697	1,434,461	1,838,289	1,897,794
Unrestricted (deficit)	816,144	707,893	1,710,848	462,524	493,678	(129,020)	85,083	(3,300,953)	(3,387,282)	(3,715,685)
Total governmental activities, net position	\$ 3,526,938	\$ 3,645,697	\$ 3,646,674	\$ 3,946,245	\$ 4,702,184	\$ 3,945,420	\$ 4,971,754	\$ 1,602,145	\$ 2,338,841	\$ 2,210,159
Business-Type Activities:										
Net investment in capital assets	\$ 2,886,417	\$ 3,281,007	\$ 5,854,619	\$ 8,991,838	\$ 8,261,570	\$ 8,316,098	\$ 8,082,710	\$ 8,402,023	\$ 8,440,175	\$ 9,394,287
Restricted	62,929	62,929	-	-	-	-	-	-	-	-
Unrestricted (deficit)	(1,187,909)	(708,672)	(697,460)	(483,988)	438,423	633,107	889,675	270,010	705,341	211,810
Total business-type activities, net position	\$ 1,761,437	\$ 2,635,264	\$ 5,157,159	\$ 8,507,850	\$ 8,699,993	\$ 8,949,205	\$ 8,972,385	\$ 8,672,033	\$ 9,145,516	\$ 9,606,097
Primary Government:										
Net investment in capital assets	\$ 4,642,381	\$ 4,511,715	\$ 7,218,864	\$ 10,906,087	\$ 10,936,699	\$ 11,272,712	\$ 11,244,684	\$ 11,870,660	\$ 12,328,009	\$ 13,422,337
Restricted	1,017,759	1,770,025	571,581	1,569,472	1,533,377	1,117,826	1,724,697	1,434,461	1,838,289	1,897,794
Unrestricted (deficit)	(371,765)	(779)	1,013,388	(21,464)	932,101	504,087	974,758	(3,030,943)	(2,681,941)	(3,503,875)
Total primary government, net position	\$ 5,288,375	\$ 6,280,961	\$ 8,803,833	\$ 12,454,095	\$ 13,402,177	\$ 12,894,625	\$ 13,944,139	\$ 10,274,178	\$ 11,484,357	\$ 11,816,256

**North Bay Village, Florida
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)**

Table 2

	Fiscal Year									
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Expenses:										
Governmental activities:										
General government	\$ 2,062,461	\$ 1,786,414	\$ 1,933,488	\$ 1,628,104	\$ 2,079,698	\$ 2,110,915	\$ 1,736,545	\$ 1,645,316	\$ 2,416,720	\$ 2,954,893
Public safety	4,541,985	4,253,538	4,279,969	4,300,816	4,138,772	4,414,222	4,393,099	4,754,552	5,401,548	5,974,821
Public works	706,725	661,384	550,599	633,390	588,680	767,930	581,419	595,935	662,229	765,252
Building, planning and zoning	727,554	527,880	263,396	198,747	211,375	411,645	616,483	787,048	635,329	461,411
Recreation and human services	79,993	103,884	73,405	79,365	200,319	393,656	393,421	465,644	519,026	527,163
Interest on long-term debt	-	185,789	354,340	298,126	316,958	287,067	254,548	249,618	235,061	220,145
Total governmental activities	8,118,718	7,518,889	7,455,197	7,138,548	7,535,802	8,385,435	7,975,515	8,498,113	9,869,913	10,903,685
Business-type activities:										
Utility	3,315,635	3,306,266	4,573,136	3,726,551	4,450,352	4,463,577	5,033,035	5,547,846	4,368,279	5,105,373
Stormwater utility	40,616	54,119	84,772	52,230	80,972	114,344	85,522	181,792	100,658	69,205
Total business-type activities	3,356,251	3,360,385	4,657,908	3,778,781	4,531,324	4,577,921	5,118,557	5,729,638	4,468,937	5,174,578
Total primary government expenses	\$ 11,474,969	\$ 10,879,274	\$ 12,113,105	\$ 10,917,329	\$ 12,067,126	\$ 12,963,356	\$ 13,094,072	\$ 14,227,751	\$ 14,338,850	\$ 16,078,263
Program Revenues:										
Governmental activities:										
Charges for services:	\$ 24,173	\$ 31,755	\$ 43,894	\$ 63,842	\$ 52,928	\$ 64,151	\$ 335,664	\$ 241,624	\$ 676,382	\$ 307,184
General government	304,011	771,958	160,245	1,187,213	1,086,703	578,532	408,621	371,820	682,957	659,967
Public safety	301,022	219,786	243,910	219,419	324,987	441,841	660,858	891,984	570,814	519,083
Building, planning and zoning	-	-	-	-	-	-	539,220	-	-	15,216
Parks and recreation	23,323	19,005	109,220	302,416	441,042	411,205	406,728	2,034	475,649	840,414
Operating grants and contributions	5,870.00	-	166,254	31,880	279,035	196,099	110,167	428,419	-	-
Capital grants and contributions	-	-	-	-	-	-	-	-	-	-
Total governmental activities	658,399	1,042,504	723,523	1,804,770	2,184,695	1,691,828	2,461,258	1,935,881	2,405,802	2,341,502
Business-type activities:										
Charges for services:	\$ 3,489,939	\$ 3,813,831	\$ 4,460,305	\$ 4,514,865	\$ 4,484,681	\$ 4,708,014	\$ 5,030,856	\$ 5,002,504	\$ 5,608,193	\$ 6,196,993
Utility	112,115	117,264	117,114	123,513	115,320	121,605	110,868	112,927	116,178	116,522
Stormwater utility	-	-	-	-	-	-	-	-	-	-
Operating grants and contributions	152,349	191,967	2,601,923	2,707,001	122,542	-	-	599,232	-	12,105
Capital grants and contributions	-	-	-	-	-	-	-	-	-	-
Total business-type activities	3,754,403	4,123,062	7,179,342	7,345,379	4,722,543	4,829,619	5,141,724	5,714,663	5,724,371	6,451,362
Total primary government program revenues	\$ 4,412,802	\$ 5,165,566	\$ 7,902,865	\$ 9,150,149	\$ 6,907,238	\$ 6,521,447	\$ 7,602,982	\$ 7,650,544	\$ 8,130,173	\$ 8,793,304

**North Bay Village, Florida
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(continued)**

	Fiscal Year									
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Net Expense/Revenue:										
Governmental activities	\$ (7,460,319)	\$ (6,476,385)	\$ (6,731,674)	\$ (5,333,778)	\$ (5,351,107)	\$ (6,693,607)	\$ (5,514,257)	\$ (6,562,232)	\$ (7,464,111)	\$ (8,561,743)
Business-type activities	398,152	762,677	2,521,434	3,566,598	191,219	251,698	23,167	(14,975)	1,255,434	1,276,784
Total primary government, net expense	\$ (7,062,167)	\$ (5,713,708)	\$ (4,210,240)	\$ (1,767,180)	\$ (5,159,888)	\$ (6,441,909)	\$ (5,491,090)	\$ (6,577,207)	\$ (6,208,677)	\$ (7,284,959)
General Revenues and Other:										
Changes in net position:										
Governmental activities:										
Taxes:										
Ad valorem taxes	\$ 4,192,282	\$ 4,630,604	\$ 4,635,298	\$ 3,420,449	\$ 3,948,913	\$ 3,809,173	\$ 4,248,100	\$ 4,572,398	\$ 4,973,592	\$ 5,164,809
Franchise fees	454,131	452,775	409,810	384,644	397,329	392,198	441,194	435,354	434,029	444,495
Utility service taxes	406,315	409,568	434,715	434,136	474,206	508,687	550,901	559,998	586,646	604,737
Sales tax	367,787	331,275	373,587	421,916	464,315	504,473	538,419	574,061	603,513	630,296
Intergovernmental - unrestricted	749,715	774,664	592,267	574,781	599,389	597,263	575,123	584,677	581,142	587,791
Interest income	46,652	11,215	9,057	27,422	39,857	37,068	44,599	42,624	42,983	49,654
Miscellaneous revenues	84,540	95,043	310,574	152,737	183,037	203,417	142,255	219,456	196,902	134,976
Transfers	(95,012)	(110,000)	-	217,264	-	-	-	-	782,000	816,303
Total governmental activities	6,206,410	6,595,144	6,765,308	5,633,349	6,107,046	6,052,279	6,540,591	6,988,568	8,200,807	8,433,061
Business-type activities:										
Interest income	28,749	1,150	461	1,357	924	14	13	339	49	100
Transfers	95,012	110,000	-	(217,264)	-	-	-	-	(782,000)	(816,303)
Total business-type activities	123,761	111,150	461	(215,907)	924	14	13	339	(781,951)	(816,203)
Total primary government	\$ 6,330,171	\$ 6,706,294	\$ 6,765,769	\$ 5,417,442	\$ 6,107,970	\$ 6,052,293	\$ 6,540,604	\$ 6,988,907	\$ 7,418,856	\$ 7,616,858
Change in Net Position:										
Governmental activities	\$ (1,253,909)	\$ 118,759	\$ 33,634	\$ 299,571	\$ 755,939	\$ (641,328)	\$ 1,026,334	\$ 426,336	\$ 736,696	\$ (128,687)
Business-type activities	521,913	873,827	2,521,895	3,350,691	192,143	251,712	23,180	(14,636)	473,483	460,561
Total primary government	\$ (731,996)	\$ 992,586	\$ 2,555,529	\$ 3,650,262	\$ 948,082	\$ (389,616)	\$ 1,049,514	\$ 411,700	\$ 1,210,179	\$ 331,873

North Bay Village, Florida
 Governmental Activities Tax Revenues by Source
 Last Ten Fiscal Years
 (Accrual Basis of Accounting)

<u>Fiscal Year</u>	<u>Tax Roll Year</u>	<u>Ad Valorem Taxes</u>	<u>Utility Taxes</u>	<u>Franchise Fees</u>	<u>Sales Tax</u>	<u>Total</u>
2008	2007	\$ 4,192,282	\$ 406,315	\$ 454,131	\$ 367,787	\$ 5,420,515
2009	2008	4,630,604	409,568	452,775	331,275	5,824,222
2010	2009	4,635,298	434,715	409,810	373,587	5,853,410
2011	2010	3,420,449	434,136	384,644	421,916	4,661,145
2012	2011	3,948,913	474,206	397,329	464,315	5,284,763
2013	2012	3,809,173	508,687	392,198	504,473	5,214,531
2014	2013	4,248,100	550,901	441,194	538,419	5,778,614
2015	2014	4,572,398	559,998	435,354	574,061	6,141,811
2016	2015	4,973,592	586,646	434,029	603,513	6,597,780
2017	2016	5,164,809	604,737	444,495	630,296	6,844,337

Table 4

North Bay Village, Florida
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

	Fiscal Year									
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
General Fund:										
Reserved	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unreserved	1,908,759	1,920,845	2,688,696	-	-	-	-	-	-	-
Nonspendable	-	-	-	-	-	-	79,594	98,796	95,284	22,418
Restricted	-	-	-	-	-	-	70,455	-	-	-
Committed	-	-	-	-	-	-	-	-	-	-
Assigned	-	-	-	55,247	1,544,005	1,066,063	1,112,200	1,197,180	1,282,999	1,497,919
Unassigned	-	-	-	2,003,995	550,117	385,411	653,681	1,014,515	1,182,833	1,058,737
Total General Fund	\$ 1,908,759	\$ 1,920,845	\$ 2,688,696	\$ 2,059,242	\$ 2,094,122	\$ 1,451,474	\$ 1,915,930	\$ 2,310,491	\$ 2,561,116	\$ 2,579,074
Other governmental funds:										
Reserved	\$ 2,661,337	\$ 2,687,822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unreserved, reported in:										
Special Revenue Funds	-	-	571,581	-	-	-	-	-	-	-
Debt Service Funds	-	-	(125)	-	-	-	-	-	-	-
Capital Projects Funds	-	-	2,146,707	-	-	-	-	-	-	-
Nonspendable	-	-	-	-	-	-	586	-	1,171	1,028
Restricted	-	-	-	3,258,164	2,811,299	2,159,112	2,850,373	2,546,023	2,900,551	2,592,079
Unassigned (deficit)	-	-	-	(183,781)	(36,360)	(8,282)	-	-	-	-
Total all other governmental funds	\$ 2,661,337	\$ 2,687,822	\$ 2,718,163	\$ 3,074,383	\$ 2,774,939	\$ 2,150,830	\$ 2,850,959	\$ 2,546,023	\$ 2,901,722	\$ 2,593,107

Information for fiscal years 2008 to 2010 has not been restated for Governmental Accounting Standards Board (GASB) Statement No. 54 classifications.

Addendum #1

North Bay Village, Florida
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

	Fiscal Year			
	2008	2009	2010	2011
Revenues:				
Taxes	\$ 4,784,766	\$ 5,207,646	\$ 5,270,398	\$ 4,069,323
Licenses and permits	301,022	219,786	243,910	219,419
Franchise fees	454,131	452,775	409,810	384,646
Intergovernmental	960,526	957,470	1,040,943	1,107,351
Charges for services	24,173	31,755	43,894	63,842
Fines and forfeitures	304,011	771,958	407,433	1,187,943
Impact fees	-	-	-	-
Interest income	46,652	11,215	9,057	27,420
Miscellaneous	84,540	86,178	63,386	160,908
Total revenues	6,959,821	7,738,783	7,488,831	7,220,852
Expenditures:				
Current:				
General government	1,976,693	1,725,442	1,708,244	1,509,407
Public safety	4,193,571	3,952,196	4,105,308	4,194,676
Public works	562,267	532,154	510,267	602,869
Building, planning and zoning	698,839	502,220	230,397	175,007
Recreation and human services	37,840	53,685	55,072	66,176
Capital outlay	4,763,141	483,527	1,833,754	574,302
Debt service:				
Principal	148,053	155,199	167,567	6,460,285
Interest	32,674	185,789	367,998	453,628
Issuance costs	35,000	-	-	-
Total expenditures	12,448,078	7,590,212	8,978,607	14,036,350
Excess (deficiency of revenues over expenditures)	(5,488,257)	148,571	(1,489,776)	(6,815,498)
Other Financing Sources (Uses):				
Issuance of debt	6,250,000	-	2,160,000	6,325,000
Transfers in	57,517	707,175	560,644	272,512
Transfers out	(152,529)	(817,175)	(560,644)	(55,248)
Total other financing sources (uses)	6,154,988	(110,000)	2,160,000	6,542,264
Net change in fund balances	\$ 666,731	\$ 38,571	\$ 670,224	\$ (273,234)
Debt service as a percentage of noncapital expenditures	2.81%	4.80%	7.50%	51.36%

Addendum #1

Table 5

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
\$	4,643,163	\$ 4,579,336	\$ 5,076,403	\$ 5,430,674	\$ 5,873,265	\$ 6,097,616
	324,987	441,841	731,398	947,087	651,276	627,290
	397,329	392,198	441,194	453,853	452,528	463,044
	1,563,737	1,447,564	1,363,533	1,294,336	1,351,976	1,425,940
	52,928	64,151	61,071	61,346	75,546	53,889
	1,086,703	578,532	311,951	416,021	748,538	712,990
	-	-	768,172	2,840	400,000	5,812
	39,857	37,068	44,599	42,624	42,983	49,654
	<u>183,037</u>	<u>203,417</u>	<u>203,528</u>	<u>275,668</u>	<u>228,497</u>	<u>212,770</u>
	<u>8,291,741</u>	<u>7,744,107</u>	<u>9,001,849</u>	<u>8,924,449</u>	<u>9,824,609</u>	<u>9,649,005</u>
	1,655,882	2,039,426	1,632,209	1,602,527	2,292,938	2,752,828
	3,884,086	4,214,414	4,030,054	4,565,865	4,995,588	5,290,496
	546,368	394,222	410,981	448,915	491,030	557,108
	176,756	389,832	594,293	786,817	631,027	458,855
	181,086	354,393	353,715	349,056	370,355	411,465
	1,443,455	948,290	154,637	424,357	566,499	637,165
	372,857	387,857	392,857	402,857	412,857	422,857
	295,815	282,430	268,518	254,430	239,991	225,191
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>8,556,305</u>	<u>9,010,864</u>	<u>7,837,264</u>	<u>8,834,824</u>	<u>10,000,285</u>	<u>10,755,965</u>
	<u>(264,564)</u>	<u>(1,266,757)</u>	<u>1,164,585</u>	<u>89,625</u>	<u>(175,676)</u>	<u>(1,106,960)</u>
	-	-	-	-	-	-
	69,320	345,011	239,195	75,186	860,582	922,069
	<u>(69,320)</u>	<u>(345,011)</u>	<u>(239,195)</u>	<u>(75,186)</u>	<u>(78,582)</u>	<u>(105,766)</u>
	-	-	-	-	782,000	816,303
\$	<u><u>(264,564)</u></u>	<u><u>(1,266,757)</u></u>	<u><u>1,164,585</u></u>	<u><u>89,625</u></u>	<u><u>606,324</u></u>	<u><u>(290,657)</u></u>
	9.40%	8.05%	8.59%	7.81%	6.92%	6.33%

North Bay Village, Florida
 General Governmental Tax Revenues by Source
 Last Ten Fiscal Years
 (Modified Accrual Basis of Accounting)

Table 6

Fiscal Year	Taxes	Inter-Governmental	Licenses and Permits	Charges for Services	Fines and Forfeitures	Interest Income	Other	Total
2008	\$ 5,238,897	\$ 960,526	\$ 301,022	\$ 24,173	\$ 304,011	\$ 46,652	\$ 84,540	\$ 6,959,821
2009	5,660,421	957,470	219,786	31,755	771,958	11,215	86,178	7,738,783
2010	5,680,208	1,040,943	243,910	43,894	407,433	9,057	63,386	7,488,831
2011	4,453,969	1,107,351	219,419	63,842	1,187,943	27,420	160,908	7,220,852
2012	5,040,492	1,563,737	324,987	52,928	1,086,703	39,857	183,037	8,291,741
2013	4,971,534	1,447,564	441,841	64,151	578,532	37,068	203,417	7,744,107
2014	5,517,597	1,363,533	731,398	61,071	311,951	44,599	971,700	9,001,849
2015	5,884,527	1,294,336	947,087	61,346	416,021	42,624	278,508	8,924,449
2016	6,325,793	1,351,976	651,276	75,546	748,538	42,983	628,497	9,824,609
2017	6,560,660	1,425,940	627,290	53,889	712,990	49,654	218,582	9,649,005

North Bay Village, Florida
 Assessed Value and Estimated Actual Assessed Value of Taxable Property
 Last Ten Fiscal Years

Fiscal Year	Tax Roll Year	Real Property		Personal Property	Less: Exemptions		Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value (1)	Assessed Value as a Percentage of Actual Taxable Value
		Residential	Commercial		Real Property	Personal Property				
2008	2007	\$ 859,125,678	278,170,718	21,736,526	42,824,061	13,533	1,116,195,328	4.7987	914,915,136	122%
2009	2008	1,038,181,126	252,643,416	23,535,774	70,617,696	1,579,268	1,242,163,352	4.7987	1,090,712,260	114%
2010	2009	795,203,169	235,035,711	22,507,343	68,917,254	1,555,567	982,273,402	4.7987	875,011,323	112%
2011	2010	597,251,775	163,717,636	19,794,490	64,983,326	1,288,163	714,492,412	5.2780	672,307,016	106%
2012	2011	534,874,316	178,761,231	18,291,667	61,009,404	1,282,440	669,635,370	6.0127	629,836,974	106%
2013	2012	531,354,039	178,964,256	20,766,472	62,828,916	1,278,892	666,976,959	6.0127	623,053,803	107%
2014	2013	616,068,498	178,700,999	23,938,803	60,363,438	1,712,888	756,631,974	6.5145	669,219,086	113%
2015	2014	814,566,988	157,397,809	21,208,043	62,255,297	1,671,676	929,245,867	6.3313	739,570,304	126%
2016	2015	930,205,959	192,477,866	19,580,751	64,261,256	1,607,228	1,076,396,092	6.2088	824,875,351	130%
2017	2016	995,149,725	255,499,553	21,890,635	65,952,699	1,993,470	1,204,593,744	5.5540	954,741,137	126%

Note: (1) Florida Law requires that all property be assessed at current fair market value.

(2) Numbers provided by Miami-Dade County Property Appraiser from the first certified tax roll for fiscal year 2015 and the final certified tax rolls for all other years.

Addendum #1

**North Bay Village, Florida
Property Tax Rates
Direct and Overlapping Governments
(Per \$ 1,000 of Taxable Value)
Last Ten Fiscal Years**

Fiscal Year	Tax Roll Year	North Bay Village			School District			Overlapping Rates				
		Operating Millage	Debt Service Millage	Total City Millage	Operating Millage	Debt Service Millage	Total School Millage	South Florida Water Management District	Everglades Project	Okeechobee Basin	Florida Inland Navigational District	Total State Millage
2008	2007	4.6697	0.1290	4.7987	7.5700	0.3780	7.9480	0.5346	0.0894	-	0.0345	0.6585
2009	2008	4.6697	0.1290	4.7987	7.5330	0.2640	7.7970	0.5346	0.0894	-	0.0345	0.6585
2010	2009	4.2772	0.5215	4.7987	7.6980	0.2970	7.9950	0.5346	0.0894	-	0.0345	0.6585
2011	2010	4.7772	0.5008	5.2780	7.8640	0.3850	8.2490	0.5346	0.0894	-	0.0345	0.6585
2012	2011	4.7772	1.2355	6.0127	7.7650	0.2400	8.0050	0.3739	0.0624	-	0.0345	0.4708
2013	2012	4.7772	1.2355	6.0127	7.7650	0.2330	7.9980	0.3676	0.0613	-	0.0345	0.4634
2014	2013	5.4740	1.0405	6.5145	7.6440	0.3330	7.9770	0.3523	0.0587	-	0.0345	0.4455
2015	2014	5.4740	0.8573	6.3313	7.7750	0.1990	7.9740	0.1577	0.0548	0.1717	0.0345	0.4187
2016	2015	5.3834	0.8254	6.2088	7.4130	0.1990	7.6120	0.1459	0.0506	0.1586	0.0320	0.3871
2017	2016	4.8432	0.7108	5.5540	7.1380	0.1840	7.3220	0.1359	0.0471	0.1477	0.0320	0.3627

Source: Miami-Dade County Appraiser's Office.

Overlapping Rates								
Miami-Dade County			Special Districts					
Operating Millage	Debt Service Millage	Total County Millage	Children's Trust	Fire and Rescue	Fire Debt	Library	Total District's Millage	Total Direct and Overlapping Rates
4.5796	0.2850	4.8646	0.4223	2.2067	0.0420	0.3842	3.0552	21.3250
4.8379	0.2850	5.1229	0.4212	2.1851	0.0420	0.3822	3.0305	21.4076
4.8379	0.2850	5.1229	0.5000	2.1851	0.0420	0.3822	3.1093	21.6844
5.4275	0.4450	5.8725	0.5000	2.5753	0.0200	0.2840	3.3793	23.4373
4.8050	0.2850	5.0900	0.5000	2.4496	0.0131	0.1795	3.1422	22.7207
4.7035	0.2850	4.9885	0.5000	2.4496	0.0131	0.1725	3.1352	22.5978
4.7035	0.4220	5.1255	0.5000	2.4496	0.0127	0.1725	3.1348	23.1973
4.6669	0.4500	5.1169	0.5000	2.4207	0.0114	0.2840	3.2161	23.0570
4.6669	0.4500	5.1169	0.5000	2.4207	0.0086	0.2840	3.2133	22.5381
4.6669	0.4000	5.0669	0.5000	2.4207	0.0075	0.2840	3.2122	21.5178

**North Bay Village, Florida
Principal Property Taxpayers
Current Year and Nine Years Ago**

Table 9

Taxpayer	Type of Use	Fiscal Year									
		2017					2008				
		Taxable Assessed Value	Rank	Percentage Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage Taxable Assessed Value	
CLPF NBV LP	Rental apartments	\$ 61,700,000	1	5.12%	\$ -	-	-	-	-	-	-
TOTB Miami LLC	Condominium	21,058,314	2	1.75%	-	-	-	-	-	-	-
WSVN Channel 7	Commercial (TV Station)	11,700,000	3	0.97%	12,264,712	5	1.10%	-	-	-	-
Coastal Condos LLC	Condominium	11,601,829	4	0.96%	-	-	-	-	-	-	-
Circle of Dreams LLC	Residential - Vacant	9,331,340	5	0.77%	14,664,010	3	1.31%	-	-	-	-
TOTB North LLC	Rental apartments	9,311,490	6	0.77%	-	-	-	-	-	-	-
The Inn on the Bay LTD	Hotel	8,448,116	7	0.70%	-	-	-	-	-	-	-
Florida Power & Light Company	Electric Provider	7,841,650	8	0.65%	-	-	-	-	-	-	-
Causeway Tower LLC	Office building	7,645,273	9	0.63%	-	-	-	-	-	-	-
North Bay Causeway LLC	Vacant Commercial	7,103,844	10	0.59%	-	-	-	-	-	-	-
VMC EC II LLC	Rental apartments	-	-	-	27,379,109	1	2.45%	-	-	-	-
Casa Marina Development LLC	Apartment Building	-	-	-	19,645,600	2	1.76%	-	-	-	-
Pennsylvania Invest Prop LP	Commercial	-	-	-	12,441,478	4	1.11%	-	-	-	-
USS Racquet Club LLC	Vacant Land	-	-	-	11,769,850	6	1.05%	-	-	-	-
1755 Aqua Vista II, LLC	Vacant Land (Parking)	-	-	-	9,408,955	7	0.84%	-	-	-	-
Royal Isle Apartments, LC	Rental Apartments	-	-	-	7,998,619	8	0.72%	-	-	-	-
NMS North Bay Village LLC	Industrial	-	-	-	7,526,250	9	0.67%	-	-	-	-
Gator Harbor West, LTD	Rental Apartments	-	-	-	7,405,697	10	0.66%	-	-	-	-
Totals		\$ 155,741,856		12.93%	\$ 130,504,280		11.69%				

Source: Miami-Dade County - Office of the Property Appraiser.

Table 10
North Bay Village, Florida
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year	Tax Roll Year	Property Tax Levy	Current Tax Collection (1)	Percentage of Current Tax		Percentage of Total Tax	
				Collections to Net Tax Levy	Delinquent Tax Collection	Total Tax Collection	Collection to Property Tax Levy
2008	2007	\$ 5,356,287	\$ 4,069,893	75.98%	*	\$ 4,069,893	75.98%
2009	2008	5,960,769	4,504,385	75.57%	*	4,504,385	75.57%
2010	2009	4,713,635	4,174,918	88.57%	*	4,174,918	88.57%
2011	2010	3,771,091	3,026,564	80.26%	*	3,026,564	80.26%
2012	2011	4,026,317	3,139,931	77.99%	*	3,139,931	77.99%
2013	2012	4,010,332	3,062,516	76.37%	*	3,062,516	76.37%
2014	2013	4,358,650	3,579,598	82.13%	*	3,579,598	82.13%
2015	2014	4,094,246	3,974,467	97.07%	*	3,974,467	97.07%
2016	2015	4,476,256	4,320,744	96.53%	*	4,320,744	96.53%
2017	2016	4,624,002	4,516,750	97.68%	*	4,516,750	97.68%

Source: Miami-Dade County, Florida, Tax Collector.

Notes: (1) Includes discounts taken by property taxpayers.

Information is not available

North Bay Village, Florida
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Year	Governmental Activities			Business-Type Activities			Total Primary Government	Percentage of Personal Income (1)	Per Capita (1)
	General Obligation Bonds	Revenue Bonds	Capital Leases	State Revolving Loans	Capital Leases and Loan Payable				
2008	\$ 6,490,000	\$ -	\$ 113,054	\$ 1,116,632	\$ 23,563	\$ 7,719,686	3.05%	\$ 1,133	
2009	6,375,000	-	72,855	997,006	12,073	7,444,861	3.06%	1,089	
2010	8,410,000	-	30,285	1,019,137	-	9,459,422	3.62%	1,325	
2011	8,305,000	-	-	1,737,495	-	10,042,495	3.57%	1,367	
2012	7,932,143	-	-	1,687,531	-	9,619,674	3.24%	1,279	
2013	7,544,286	-	-	1,485,671	-	9,029,957	2.95%	1,178	
2014	7,151,429	-	-	1,589,861	-	8,741,290	2.66%	1,113	
2015	6,748,572	-	-	1,429,373	-	8,177,945	2.31%	1,000	
2016	6,335,715	-	-	1,257,358	-	7,593,073	1.87%	848	
2017	5,912,858	-	-	1,717,110	-	7,629,967	*	850	

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Demographic and Economic Statistics for personal income and population data.

* Information is not available.

North Bay Village, Florida
Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years

Fiscal Year	Gross Bonded Debt	Less: Amounts Available in Debt Service Funds	Net Bonded Debt	Estimated Actual Taxable Value	Ratio of Net Bonded Debt to Assessed Value	Net Bonded Debt Per Capita (1)
2008	\$ 6,490,000	\$ -	\$ 6,490,000	\$ 914,915,136	0.71%	\$ 952.45
2009	6,375,000	484,111	5,890,889	1,090,712,260	0.54%	861.75
2010	8,410,000	-	8,410,000	875,011,323	0.96%	1,178.37
2011	8,305,000	-	8,305,000	672,307,016	1.24%	1,130.09
2012	7,932,143	-	7,932,143	629,836,974	1.26%	1,054.25
2013	7,544,286	52,229	7,492,057	623,053,803	1.20%	977.18
2014	7,151,429	59,356	7,092,073	669,219,086	1.06%	903.33
2015	6,748,572	-	6,748,572	739,570,304	0.91%	825.21
2016	6,335,715	-	6,335,715	824,875,351	0.77%	707.98
2017	5,912,858	-	5,912,858	954,741,137	0.62%	658.96

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Demographic and Economic Statistics for population data.

**North Bay Village, Florida
Direct and Overlapping Governmental Activity Debt
September 30, 2017**

<u>Jurisdiction</u>	<u>Debt Outstanding</u>	<u>Estimated Percentage Applicable to North Bay Village (1)</u>	<u>Estimated Share of Overlapping Debt</u>
Overlapping debt:			
Miami-Dade Board of County Commissioners (2)	\$ 4,523,556,000	0.350%	\$ 15,852,873
Miami-Dade County School Board (3)	<u>3,810,543,000</u>	0.350%	<u>13,354,107</u>
Subtotal overlapping debt	<u>8,334,099,000</u>		<u>29,206,980</u>
Direct debt:			
North Bay Village	<u>5,912,858</u>	100.000%	<u>5,912,858</u>
Subtotal direct debt	<u>5,912,858</u>		<u>5,912,858</u>
Total direct and overlapping debt	<u>\$ 8,340,011,858</u>		<u>\$ 35,119,838</u>

Notes: (1) The percentage of the overlap is calculated as follows:

$$\frac{\text{Overlapping portion of the government's revenue base (North Bay Village)}}{\text{Total revenue base of the overlapping government (Miami-Dade County)}}$$

Assessed value of taxable property is the base used in the above calculation.

(2) Source: Miami-Dade County 2016 CAFR.
Represents debt outstanding at September 30, 2016 since numbers at September 30, 2017 are not available.

(3) Source: The School Board of Miami-Dade County, Florida 2017 CAFR.

Table 14

North Bay Village, Florida
 Legal Debt Margin Information
 September 30, 2017

	Fiscal Year									
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Debt limit	\$ 1,499,610	\$ 2,743,245	\$ 1,924,921	\$ 2,960,705	\$ 1,803,889	\$ 1,585,830	\$ 1,751,798	\$ 1,813,321	\$ 2,090,147	\$ 2,366,719
Total net debt applicable to limit	-	-	-	-	-	-	-	-	-	-
Legal debt margin	\$ 1,499,610	\$ 2,743,245	\$ 1,924,921	\$ 2,960,705	\$ 1,803,889	\$ 1,585,830	\$ 1,751,798	\$ 1,813,321	\$ 2,090,147	\$ 2,366,719
Total net debt applicable to the limit as a percentage of debt limit	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Legal Debt Margin Calculation for Fiscal Year 2017

Current annual governmental funds fiscal budget	\$ 11,833,595
Bonded debt limit - 20% of above	\$ 2,366,719
Amount of debt applicable to debt limit:	
Total bonded debt:	-
Less revenue bonds	-
Total net debt applicable to limit	-
Legal Debt Margin (1)	\$ 2,366,719

(1) General obligation bonds are not subject to the debt limit because they must be approved by referendum of the electorate.

North Bay Village, Florida
Pledged Revenue Coverage
September 30, 2017

Fiscal Year	State Revolving Fund Loans					
	Gross Revenue	Operating Expenses *	Net Available Revenue	Principal	Interest	Coverage
2008	\$ 3,671,037	\$ 3,050,381	\$ 620,656	\$ 145,409	\$ 34,769	3.44
2009	4,006,948	3,028,137	978,811	119,626	31,183	6.49
2010	7,062,689	4,131,976	2,930,713	123,110	25,260	19.75
2011	7,177,066	3,538,860	3,638,206	126,698	34,427	22.58
2012	4,554,304	3,931,927	622,377	187,445	40,578	2.73
2013	4,708,028	3,991,640	716,388	201,860	37,133	3.00
2014	5,030,869	4,631,949	398,907	168,850	32,807	1.98
2015	5,008,300	5,158,918	(150,618)	160,488	40,342	-
2016	5,608,242	4,746,754	861,488	172,015	28,783	4.29
2017	6,334,887	4,701,409	1,633,478	128,781	28,158	10.41

* Total expenses exclude depreciation

North Bay Village, Florida
Demographic and Economic Statistics
Last Ten Fiscal Years

Fiscal Year	Population (1)	Personal Income (Amounts Expressed in Thousands)	Per Capita Personal Income (2)	Unemployment Rate (3)
2008	6,814	\$ 252,745	\$ 37,092	4.3%
2009	6,836	243,245	35,583	8.5%
2010	7,137	261,600	36,654	9.2%
2011	7,349	281,040	38,242	8.7%
2012	7,524	296,950	39,467	6.8%
2013	7,667	305,760	39,880	6.3%
2014	7,851	328,823	41,883	5.0%
2015	8,178	353,927	43,278	6.0%
2016	8,949	406,643	45,440	5.6%
2017	8,973	*	*	4.7%

Data sources: (1) Years are as of April 1 of each year per the University of Florida Bureau of Economics & Business Research.

(2) Represents income per capita for Miami-Dade County as provided by the U.S. Department of Commerce, Bureau of Economic Analysis.

(3) Florida Department of Labor, Bureau of Labor Market Information.

* Information not available.

North Bay Village, Florida
Occupational Employment by Group - Miami Dade County, Florida
Current Year and Nine Years Ago

Occupational Groups	Fiscal Year					
	2017			2008		
	Employees	Rank	Percentage of Total Employment	Employees	Rank	Percentage of Total Employment
Office and administrative support	209,320	1	18.59%	217,530	1	21.96%
Sales and related	148,800	2	13.22%	136,390	2	13.77%
Food preparation and service related	108,040	3	9.60%	79,700	3	8.05%
Transportation and material moving	90,730	4	8.06%	71,300	4	7.20%
Healthcare practitioners and technical	69,440	5	6.17%	54,120	6	5.46%
Business and financial operations	61,800	6	5.49%	56,250	5	5.68%
Education, training and library	54,460	7	4.84%	53,690	7	5.42%
Installation, maintenance and repair	43,280	8	3.84%	40,410	9	4.08%
Production	42,140	9	3.74%	41,560	8	4.20%
Protective service	42,100	10	3.74%	36,990	11	3.73%
Building and grounds cleaning and maintenance	39,890	11	3.54%	-	22	0.00%
Management	39,370	12	3.50%	30,670	12	3.10%
Construction and extraction	33,560	13	2.98%	39,650	10	4.00%
Personal care and service	30,190	14	2.68%	28,490	13	2.88%
Healthcare support	29,910	15	2.66%	26,580	14	2.68%
Computer and mathematical science	22,090	16	1.96%	17,060	15	1.72%
Legal	16,930	17	1.50%	12,170	17	1.23%
Arts, design, entertainment, sports and media	15,580	18	1.38%	16,250	16	1.64%
Community and social services	11,610	19	1.03%	12,120	18	1.22%
Architecture and engineering	10,620	20	0.94%	11,600	19	1.17%
Life, physical and social sciences	3,810	21	0.34%	5,530	20	0.56%
Farming, fishing and forestry	2,050	22	0.18%	2,510	21	0.25%
Total	<u>1,125,720</u>		<u>100.00%</u>	<u>990,570</u>		<u>100.00%</u>

Source: Represents Metropolitan and Nonmetropolitan Area Occupational Employment for the entire Miami-Miami Beach-Kendall, Florida Metropolitan Division as provided by the U.S. Department of Labor, Bureau of Labor Statistics as of May 2016. Estimates do not include self-employed workers.

North Bay Village, Florida
 Full-Time Equivalent Village Government Employees by Function
 Last Ten Fiscal Years

	Fiscal Year									
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Function:										
General government and public safety:										
Sworn officers	30.0	30.0	25.5	25.5	24.5	24.5	24.0	26.0	29.0	29.0
Civilians	9.0	6.0	8.0	7.0	7.0	7.0	8.0	8.0	9.5	9.5
Administration	21.0	20.5	11.5	14.5	15.0	16.0	16.5	17.0	17.0	17.0
Culture and recreation	0.5	0.5	0.5	4.5	4.5	4.5	4.5	4.5	4.0	4.0
Public works:										
Administration	3.0	4.0	4.0	-	-	-	-	-	-	-
Sanitation	8.0	6.0	7.5	5.0	4.0	4.0	4.0	4.0	4.0	4.0
Water	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Sewer	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Streets	3.0	3.0	3.0	3.5	2.5	2.5	3.0	3.0	3.0	3.0
Transit	1.0	1.0	1.0	1.0	1.0	2.0	2.0	2.0	2.0	2.0
Total	78.5	74.0	64.0	64.0	61.5	63.5	65.0	67.5	71.5	71.5

Source: Various City departments.

North Bay Village, Florida
 Operating Indicators by Function
 Last Ten Fiscal Years

Table 19

Function:	Fiscal Year									
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
General government:										
Building permits issued	390	293	426	540	507	645	686	740	727	728
Public safety:										
Number of calls for service **	6,386	9,049	9,941	19,775	33,400	34,506	30,977	27,515	33,036	39,499
Number of arrests	189	125	94	117	167	112	78	141	392	379
Number of traffic violations	924	N/A	765	1,360	1,953	1,497	1,630	1,041	2,918	3,254
Number of parking violations	713	N/A	584	799	1,188	1,598	1,301	1,230	2,650	2,476
Number of school crossing guards	N/A	N/A	N/A	N/A	N/A	4	4	4	4	4
Public works:										
Garbage tons collected and disposed*	N/A	N/A	N/A	N/A	4,729	4,637	4,578	4,800	4,794	4,641
Catch basins cleaned	-	-	-	-	-	53	28	12	19	6
Water average daily consumption (gallons)	679,769	756,452	778,312	833,668	1,069,939	1,137,815	1,092,706	1,176,752	1,148,480	1,192,408
Sewer average daily flow	N/A	N/A	N/A	N/A	968,157	1,118,656	1,145,298	1,186,282	1,283,631	1,120,561
Number of metered accounts	604	612	613	613	613	613	615	617	617	617
Fire hydrants	57	57	57	57	57	57	57	57	57	57

Source: Various City departments.

* Includes white goods

** Police department implemented a new comprehensive reporting system in 2010/2011

N/A: Information not available.

North Bay Village, Florida
 Capital Asset Statistics by Function
 Last Ten Fiscal Years

Table 20

Function:	Fiscal Year									
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Public safety:										
Number of police stations	-	-	-	-	-	-	-	-	-	-
Number of fire stations	-	-	-	-	-	-	-	-	-	-
Number of general government buildings	1	1	1	1	1	1	1	1	1	1
Public works:										
Miles of water mains	8	8	8	8	8	8	8	8	8	8
Miles of sewer lines	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7
Miles of storm water drains	2.84	2.84	2.84	2.84	2.84	2.84	2.84	2.84	2.84	2.84
Number of lift stations	4	4	4	4	4	4	4	4	4	4
Number of fire hydrants	62	62	62	62	62	62	62	62	62	62
Number of public works buildings	1	1	1	1	1	1	1	1	1	1
Recreation and parks:										
Number of parks and recreation facilities	1	1	1	1	2	2	2	2	2	2
Acres of park	0.5	0.5	0.5	0.5	0.5	1.0	1.0	1.0	1.0	1.0
Acres of water	281	281	281	281	281	281	281	281	281	281

Source: Various City Departments

COMPLIANCE SECTION



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and
Members of the Village Commission
North Bay Village, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of North Bay Village, Florida (the "Village"), as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated March 23, 2018.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

North Bay Village, Florida

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



KEEFE McCULLOUGH

Fort Lauderdale, Florida
March 23, 2018



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR STATE PROJECT AND ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY CHAPTER 10.550, RULES OF THE AUDITOR GENERAL

To the Honorable Mayor and
Members of the Village Commission
North Bay Village, Florida

We have audited North Bay Village, Florida (the "Village"), compliance with the types of compliance requirements described in the *Department of Financial Services' State Projects Compliance Supplement*, that could have a direct and material effect on each of the Village's major State projects for the year ended September 30, 2017. The Village's major State projects are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with State statutes, regulations and the terms and conditions of its State awards applicable to its State projects.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Village's major State projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General. Those standards and Chapter 10.550, Rules of the Auditor General, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major State project occurred. An audit includes examining, on a test basis, evidence about the Village's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major State project. However, our audit does not provide legal determination of the Village's compliance.

Opinion on Each Major State Project

In our opinion, the Village complied, in all material respects, with the types of compliance requirement referred to above that could have a direct and material effect on each of its major State projects for the year ended September 30, 2017.

CPA's + Trusted Advisors

KMCcpa.com | 6550 N Federal Hwy, 4th Floor Fort Lauderdale, FL 33308 Phone: 954.771.0896 Fax: 954.938.9353

North Bay Village, Florida

Report on Internal Control Over Compliance

Management of the Village is responsible for establishing and maintain effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Village's internal control over compliance with the types of requirements that could have a direct and material effect on each major State project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major State project and to test and report on internal control over compliance in accordance with Chapter 10.550, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a State project on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a State project will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a State project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses, or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and results of that testing based on the requirements of Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.



KEEFE McCULLOUGH

Fort Lauderdale, Florida
March 23, 2018



INDEPENDENT AUDITOR'S REPORT TO THE VILLAGE MANAGEMENT

To the Honorable Mayor and
Members of the Village Commission
North Bay Village, Florida

Report on Financial Statements

We have audited the financial statements of North Bay Village, Florida (the "Village"), as of and for the year ended September 30, 2017, and have issued our report thereon dated March 23, 2018.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major State Project and on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated March 23, 2018, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings and recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information is disclosed in Note 1 to the financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Village has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific conditions met. In connection with our audit, we determined that the Village did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Addendum #1

North Bay Village, Florida

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Village's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Annual Financial Report

Sections 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether the annual financial report for the Village, for the fiscal year ended September 30, 2017, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2017. In connection with our audit, we determined that these two reports were in agreement.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Commissioners, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.



KEEFE McCULLOUGH

Fort Lauderdale, Florida
March 23, 2018



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES

To the Honorable Mayor and
Members of the Village Commission
North Bay Village, Florida

We have examined North Bay Village, Florida's (the "Village") compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2017. Management is responsible for the Village's compliance with those requirements. Our responsibility is to express an opinion on the Village's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Village's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Village's compliance with specified requirements.

In our opinion, the Village complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2017.

This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Keefe McCullough

KEEFE McCULLOUGH

Fort Lauderdale, Florida
March 23, 2018

North Bay Village, Florida
 Schedule of Expenditures of State Financial Assistance
 For the Year Ended September 30, 2017

State Agency, Pass-through Entity State Project	CSFA Number	Contract/Grant Number	Expenditures	Transfers to Subrecipients
State Projects:				
Direct Programs:				
Florida Department of Environmental Protection				
Drinking Water State Revolving Fund	37.076	DW 130420	\$ 56,150	-
Drinking Water State Revolving Fund	37.076	DW 130400	105,470	-
Drinking Water State Revolving Fund	37.076	DW 130401	128,883	-
			<u>290,503</u>	
Clean Water State Revolving Fund	37.077	WW 130410	52,590	-
Clean Water State Revolving Fund	37.077	WW130411	1,127,969	-
			<u>1,180,559</u>	
Total Expenditures of State Financial Assistance			\$ <u>1,471,062</u>	\$ -

See notes to Schedule of Expenditures of State Financial Assistance.

**North Bay Village, Florida
Notes to Schedule of Expenditures of State Financial Assistance
For the Year Ended September 30, 2017**

Note 1 - Basis of Presentation

The accompanying Schedule of Expenditures of State Financial Assistance includes the state grant activity of the Village for the year ended September 30, 2017. The information in the Schedule of Expenditures of State Financial Assistance is presented in accordance with the requirements of Chapter 10.650, *Rules of the Auditor General*. Because the Schedule presents only a selected portion of the operations, it is not intended to and does not present the financial position, change in net assets, or cash flows of the Village.

Note 2- Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Chapter 10.550, *Rules of the Auditor General* as well as other applicable provisions of contracts and grant agreements wherein certain types of expenditures are not allowable or are limited as to reimbursements.

Note 3- Indirect Cost Rate

The Village did not elect to use the 10-percent de minimis indirect cost rate.

Note 4 - Contingency

The grant and contract revenue amounts received are subject to audit and adjustment. If any expenditures or expenses are disallowed by the grantor/contract agencies as a result of such an audit, any claim for reimbursement to the grantor/contract agencies would become a liability of the Village. In the opinion of management, all grant and contract expenditures are in compliance with the terms of the agreements and applicable federal and state laws and other applicable regulations.

North Bay Village, Florida
Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2017

A. Summary of Auditor's Results

1. The auditor's report expresses an unmodified opinion on the financial statements of North Bay Village, Florida.
2. No material weaknesses relating to the audit of the basic financial statements are reported in the Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of North Bay Village, Florida were disclosed during the audit.
4. No material weaknesses relating to the audit of the major state project are reported in the Independent Auditor's Report on Compliance for Each Major State Project and on Internal Control Over Compliance Required by Chapter 10.550, *Rules of the Auditor General*.
5. The auditor's report on compliance for the major state project for North Bay Village, Florida expresses an unmodified opinion.
6. There are no findings relative to the major state project for North Bay Village, Florida reported in Part C of this schedule.
7. The programs/projects tested as a major program/projects are the following:

<u>State Projects</u>	<u>State CSFA No.</u>
Florida Department of Environmental Protection Clean Water State Revolving Fund	37.077

8. The threshold for distinguishing Type A and Type B projects was \$ 300,000 for major state projects.

B. Findings - Financial Statement Audit

No matters were reported.

C. Findings and Questioned Costs - Major State Financial Assistance Project Audits

No matters were reported.

D. Other Issues

1. No summary schedule of prior audit findings is required because there were no prior audit findings related to state projects.
2. No corrective action plan is required because there were no findings required to be reported under the Florida Single Audit Act.
3. A separate management letter was not issued because there were no findings required to be reported in the management letter.