



North Bay Village

Administrative Offices

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

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

**OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
VILLAGE HALL
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141
TUESDAY, JUNE 12, 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. ALETHA PLAYER
AREA MANAGER/EXTERNAL AFFAIRS
FLORIDA POWER & LIGHT COMPANY**

**2. CONNIE EDWARDS RETIREMENT
POLICE DISPATCHER**

B. CITIZEN PRESENTATIONS TO THE COMMISSION

**PRESENTATION OF NEW VILLAGE EMPLOYEES:
Yolanda Menegazzo, Assistant Village Manager
Nicholas Wollschlager, Commander of Police Department**

C. ADDITIONS AND DELETIONS

3. GOOD & WELFARE

4. VILLAGE COMMISSION'S REPORT

5. **GRANT WRITER'S REPORT**

6. **ADVISORY BOARD REPORTS**

- A. **ADVISORY CHARTER REVIEW BOARD**
- B. **ARTS, CULTURAL & SPECIAL EVENTS BOARD**
- C. **ANIMAL CONTROL ADVISORY BOARD**
- D. **BUSINESS DEVELOPMENT ADVISORY BOARD**
- E. **CITIZENS BUDGET & OVERSIGHT BOARD**
- F. **COMMUNITY ENHANCEMENT BOARD**
- G. **PLANNING & ZONING BOARD**

7. **VILLAGE ATTORNEY'S REPORT**

8. **VILLAGE MANAGER'S REPORTS**

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

- A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RENEWAL OF FDOT CONTRACT NO. AS368 FOR THE LANDSCAPING MAINTENANCE OF THE 79TH STREET CAUSEWAY WITHIN THE CORPORATE LIMITS OF NORTH BAY VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE CONTRACT RENEWAL BEGINNING NOVEMBER 3, 2018 AND ENDING ON NOVEMBER 2, 2019 WITH AN ANNUAL FDOT PAYMENT TO THE VILLAGE FOR SAID MAINTENANCE IN THE AMOUNT OF \$2,836.00; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will renew the agreement with the Florida Department of Transportation for the Village to maintain the turf and landscaped areas on the 79th Street Causeway, within the Village.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AMENDMENT NO. 2 TO THE DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT, NO. DW130400, BETWEEN THE VILLAGE AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE WATER MAIN REHABILITATION PROGRAM PERTAINING TO THE PROJECT SCHEDULE AND LOAN REPAYMENT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AMENDMENT; AUTHORIZING EXECUTION OF THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will extend the Project Completion Date to November 15, 2018.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AMENDMENT NO. 2 TO THE DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT, NO. DW130420, BETWEEN THE VILLAGE AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE WATER METER REPLACEMENT PROGRAM; PERTAINING TO THE PROJECT SCHEDULE AND LOAN REPAYMENT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AMENDMENT; AUTHORIZING EXECUTION OF THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will extend the Project Completion Date to November 15, 2018.

1.) Commission Action

10. ORDINANCES FOR FIRST READING AND RESOLUTIONS

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, REPEALING RESOLUTION NUMBER 2013-45 PERTAINING TO VILLAGE EMPLOYEES COMPENSATION DURING PUBLIC EMERGENCY; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will remove Resolution No. 2013-45 pertaining to the process for public emergency payment to Village personnel, while the standards are being re-evaluated.

1.) Commission Action

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SECOND ADDENDUM TO THE LEASE AGREEMENT (“LEASE”) BETWEEN NORTH BAY VILLAGE (“VILLAGE”) AND CAUSEWAY TOWER LLC (“LESSOR”), FOR THE USE OF OFFICE SPACE LOCATED AT 1666 KENNEDY CAUSEWAY, SUITE 101; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will renew the leased office space that houses the Commission Chambers, Post Office, Building Department, and Cashier Operations.

1.) Commission Meeting

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE THIRD ADDENDUM TO THE LEASE AGREEMENT (“LEASE”) BETWEEN NORTH BAY VILLAGE (“VILLAGE”) AND CAUSEWAY TOWER LLC (“LESSOR”), FOR THE USE OF OFFICE SPACE LOCATED AT 1666 KENNEDY CAUSEWAY, SUITE 300; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will renew the leased office space that houses the Village’s administrative offices.

1.) Commission Action

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN AGREEMENT WITH RONALD L. BOOK, P.A. FOR LOBBYING CONSULTING SERVICES, IN ACCORDANCE WITH SECTION 36.25(L) OF THE VILLAGE’S PROCUREMENT ORDINANCE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution seeks to engage the services of Ronald Book to perform lobbying services for the Village.

1.) Commission Action

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE EXPENDITURE OF \$20,000 TO PYROTECNICO TO CONDUCT A FIREWORKS DISPLAY FOR THE VILLAGE ON JULY 4TH, IN ACCORDANCE WITH SECTION 36.25(L) OF THE VILLAGE'S PROCUREMENT ORDINANCE; AUTHORIZING THE APPROVAL OF FUNDS FROM THE GENERAL FUND RESERVE ACCOUNT; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will approve the services of Pyrotecnico to conduct a fireworks display for the Village on July 4th.

1.) Commission Action

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AN AGREEMENT WITH THE NEWS DIRECTORS FOR PROVIDING STRATEGIC AND CRISIS COMMUNICATIONS ADVISEMENT TO THE VILLAGE; AUTHORIZING EXECUTION OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will approve an agreement for professional services to oversee the Village's social media and develop strategies to timely communicate information to Village residents.

1.) Commission Action

- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN AGREEMENT WITH LAW ENFORCEMENT ACCREDITATION CONSULTANTS, INC. IN ACCORDANCE WITH SECTION 36.25(L) OF THE VILLAGE'S PROCUREMENT ORDINANCE TO PROVIDE ACCREDITATION SERVICES TO THE POLICE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will approve an agreement with Law Enforcement Accreditation, Inc. to assist the Village in obtaining accreditation status.

1.) Commission Action

- H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COVENANT FOR LANDSCAPING WITHIN THE RIGHT-OF-WAY AT 7830 MIAMI VIEW DRIVE; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will approve a landscaping right-of-way improvement agreement, which requires the property owner to maintain the area and permit the Village to remove or modify such improvement for any reason.

1.) Commission Action

- I. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDED RFP NO. NBV 2018-001 FOR VEHICLE TOWING SERVICES FOR THE POLICE DEPARTMENT TO MIDTOWN TOWING AND JUNIOR'S TOW AND STORAGE, LLC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACTS PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The proposed Resolution will approve two towing companies to work with the Police Department on a rotational basis.

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, PERMITTING INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP A-10, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

1.) Commission Action

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP A-14, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

1.) Commission Action

12. UNFINISHED BUSINESS

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING ITS PROPORTIONATE SHARE OF FUNDING FOR A SCHOOL REGISTERED NURSE FOR TREASURE ISLAND ELEMENTARY SCHOOL; BUDGETING AND APPROPRIATING FUNDS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE. (*INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL*) – *Deferred from May 8, 2018***

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

- 1.) Commission Action**

13. NEW BUSINESS

- A. DISCUSSION - ADVISORY BOARDS (*Commissioner Laura Cattabriga*)**
- B. APPOINTMENT OF MEMBER TO THE COMMUNITY ENHANCEMENT BOARD, SIGNAGE REVIEW BOARD, AND CITIZENS BUDGET & OVERSIGHT BOARD**

- 1.) Commission Action**

- C. DISCUSSION - NBV STRONG MAYOR GOVERNMENT (*Mayor Connie Leon Kreps*)**
- D. DISCUSSION - BULB OUTS – HARBOR ISLAND (*Commissioner Eddie Lim*)**
- E. CANCELLATION OF JULY/AUGUST MEETING TO ALLOW FOR SUMMER VACATIONS PURSUANT TO SECTION 3.09 (A) OF THE VILLAGE CHARTER**

- 1.) Commission Action**

14. APPROVAL OF MINUTES – COMMISSION MEETING

- A. REGULAR COMMISSION MEETING – MAY 8, 2018**

- 1.) Commission Action**

15. ADJOURNMENT

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

Grants Submitted this Reporting Period:

1. Florida Department of Economic Opportunity
 - a. **Date Submitted:** May 7, 2018
 - b. **Amount of Request:** \$27,800 with no required Match
 - c. **Summary:** BellTower collaborated with Jim Larue Planning to request funding for the development of a Complete Streets Master Plan with the goal of transforming the Village into a walkable community by FY2025.
2. Miami-Dade Metropolitan Planning Organization – Transit
 - a. **Date Submitted:** May 18, 2018
 - b. **Amount of Request:** \$50,000 with \$50,000 match from Village
 - c. **Summary:** The Village applied to expand trolley service to connect to the proposed SMART Plan transit station at Biscayne Blvd and 79th Street. This stop is the 7th stop on the “Implementation Plan for Enhanced Bus Service Along Biscayne Blvd.”. We expect that this new service will allow the Village to increase ridership by 30%. UPDATE: The County accepted this project and included in their grant application to the Florida Department of Transportation.

Grants “Under Construction”

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

1. 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)

2. Miami-Dade Age Friendly Initiative Mini-Grant

- a. **Date Due:** June 15, 2018
- b. **Amount of Request:** \$2,500
- c. **Summary:** The goal of the mini-grant program is to jump-start age-friendly projects across the County. In 2017, the Miami-Dade Age-Friendly Initiative and partners conducted surveys of age-friendliness. Urgent areas identified in the surveys for action included the domains related to Housing, Transportation, Civic Participation & Employment and Community Support & Health Services. The Initiative will grant five (5) mini-grants to selected eligible projects. Each project must (1) target a specific community, group or neighborhood that will benefit from the project; (2) have an older adult focus; and (3) focus on a specific age-friendly domain or domains that were identified to be urgent areas for implementation. (If interested, staff will need to provide BellTower with a potential project)

Grant Updates

On Tuesday, May 29, 2018, the Village was formally awarded a grant from The Children's Trust in the amount of \$169,250 to continue the youth program at Treasure Island Elementary School. This grant may be renewed up to five (5) years for a total value of \$846,240. On June 5, the Trust will host a provider meeting, and BellTower will assist the Village in preparing a Resolution approving the grant contract to include on the Village's July agenda.

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: June 12, 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: Bert Wrains, Finance Director

SUBJECT: Florida Department of Transportation Maintenance Agreement-Turf and Landscaped Areas on the 79th Street Causeway

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution and authorize the Village Manager to execute the attached agreement with the Florida Department of Transportation (FDOT) for maintenance of the turf and landscaped areas on the 79th Street Causeway from the west Village limits to the east Village limits.

The Turf and Landscape Maintenance Joint Participation Agreement (the "Agreement") with FDOT to provide landscape maintenance on the FDOT right-of-way on the 79th Street Causeway, State Road 934, within the Village. The attached Resolution will approve a one-year contract from November 3, 2018 through November 2, 2019. The current agreement will expire on November 2, 2018.

The limits of maintenance include cutting the grass and removing debris from the turfed and/or landscaped areas.

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Mayor
Connie Leon-Kreps

Vice Mayor
Andreana Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 9A

Florida Department of Transportation will reimburse the Village an annual fee of \$2,836.00 for this service, to be paid quarterly upon receipt of invoices.

FINANCIAL/BUDGETARY IMPACT:

There will no cost to the Village under this agreement since the annual amount of \$2,836 for the cost of the service will be provided by FDOT. These funds will be placed in the 01.000.331.3312, \ FDOT Account.

PERSONNEL IMPACT:

No additional personnel are required for maintaining the FDOT areas.

CONTACT:

Marlen D. Martell, Village Manager
Juan Valiente, Director of Public Works

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: May 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 RENEWAL OF FDOT CONTRACT NO. AS368 FOR THE LANDSCAPING MAINTENANCE OF THE 79TH STREET CAUSEWAY WITHIN THE CORPORATE LIMITS OF NORTH BAY VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE CONTRACT RENEWAL BEGINNING NOVEMBER 3, 2018 AND ENDING ON NOVEMBER 2, 2019 WITH AN ANNUAL FDOT PAYMENT TO THE VILLAGE FOR \$2,836.00; SETTING AN EFFECTIVE DATE.

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

MDM:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 9A

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RENEWAL OF FDOT CONTRACT NO. AS368 FOR THE LANDSCAPING MAINTENANCE OF THE 79TH STREET CAUSEWAY WITHIN THE CORPORATE LIMITS OF NORTH BAY VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE CONTRACT RENEWAL BEGINNING NOVEMBER 3, 2018 AND ENDING ON NOVEMBER 2, 2019 WITH AN ANNUAL FDOT PAYMENT TO THE VILLAGE FOR \$2,836.00; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

WHEREAS, North Bay Village (“the Village”) entered into a contract (No. AS368) with Florida Department of Transportation (FDOT) on November 22, 2017, for a one-year period, for the landscape maintenance of the Kennedy Causeway within the corporate limits of the Village; and

WHEREAS, the existing FDOT contract is set to expire on November 2, 2018; and

WHEREAS, FDOT has requested a renewal of this agreement for an additional year ending on November 2, 2019; and

WHEREAS, FDOT will continue to pay North Bay Village an annual amount of \$2,836.00 in quarterly installments as agreed-upon; and

WHEREAS, it is in the best interest of the Village to continue this contract, which will provide funding to off-set the costs of landscaping maintenance above the standard required by FDOT.

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

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

Section 2. **Approval of Contract Renewal.** FDOT Contract No. AS368 between North Bay Village and FDOT attached hereto as Exhibit 1, wherein FDOT will remit an annual payment of \$2,836.00 to North Bay Village on a quarterly basis for the landscape maintenance of the Kennedy Causeway within the corporate limits of North Bay Village, as stipulated in “Exhibit A” of the original contract, is hereby approved.

Agenda Item 9A

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

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

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

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

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this 12th day of June 2018.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Norman C. Powell, Esq.
Village Attorney

Agenda Item 9A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT RENEWAL

375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/06

Contract No.: AS368 Renewal: (1st, 2nd, etc.) 2nd
Financial Project No(s): 252473-2-78-03
County(ies): Miami-Dade County

This Agreement made and entered into this _____ day of _____, _____, by and between the State of
(This date to be entered by DOT only.)
Florida Department of Transportation, hereinafter called "Department", and City of North Bay Village, 1666 Kennedy
Causeway, N. Bay Village, Fl. 33141 hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 2nd day of November, 2016
(This date to be entered by DOT only.)
entered into an Agreement whereby the Department retained the Contractor to perform maintenance of all turf and
landscape area within the right-of-way on State Roads in Miami-Dade County described in "Exhibit A" of the original
contract
_____ ; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 3rd day of November, 2018 and ending the 2nd day of November, 2019 at a cost of \$ 2,836.00

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

City of North Bay Village
Name of Contractor

Contractor Name and Title

BY: _____
Authorized Signature

Name of Surety (SEAL)

City State

By: _____
Florida Licensed Insurance Agent or Date
Attorney-In-Fact (Signature)

Countersigned: _____
Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary or Designee (Signature)

Title: _____

Legal: _____

Fiscal: _____
Approval as to Availability of Funds

Agenda Item 9A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
E-VERIFY

375-040-68
PROCUREMENT
06/11

Contract No: AS368-R2

Financial Project No(s): 252473-2-78-03

Project Description: Turf and Landscape Maintenance Department Funded Agreement

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: City of North Bay Village

Authorized Signature: _____

Title: _____

Date: _____

Agenda Item 9A



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1000 NW 111 Avenue
Miami, FL 33172-5800

MIKE DEW
SECRETARY

September 21, 2017

Mr. Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141
(305) 756-7171
frollason@nbvillage.com

Contract Number: AS368-R1
Financial Project Number: 252473-2-78-03
Project Description: Turf and Landscape Maintenance-Department Funded Agreement
County: Miami-Dade

NOTICE TO PROCEED

Dear Mr. Rollason:

The Department and the North Bay Village have executed a contract renewal#1 for the Department Funded Agreement (DFA) noted above for a period of one (1) year starting November 3rd, 2017 through November 2nd, 2018. The Maintenance Engineer for this agreement is Mr. Alex Perez, P.E. He can be reached at (305) 640-7165.

The Village may invoice the Department after the end of each quarter according to the schedule below:

1 st Quarter	November 3 rd , 2017 thru February 2 nd , 2018
2 nd Quarter	February 3 rd , 2018 thru May 2 nd , 2018
3 rd Quarter	May 3 rd , 2018 thru August 2 nd , 2018
4 th Quarter	August 3 rd , 2018 thru November 2 nd , 2018

If you have any questions concerning the agreement, please contact me at telephone number (305) 470-5354.

Sincerely,

For Renato Marrero, P.E.
District Maintenance Engineer

cc: L. Salazar, K. Al-Said, A. Perez, R. Kenny, I. Hernandez, C. Wilson, M. Hussain, S. Perez

Agenda Item 9A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT RENEWAL

375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/05

Contract No.: AS368

Renewal: (1st, 2nd, etc.)

Federal E.O. 12812: 350473-2-75-01

County(ies): Miami-Dade

This Agreement made and entered into this 22 day of September 2017 by and between the State of Florida Department of Transportation, hereinafter called "Department", and North Bay Village 1666 Kennedy Causeway 3rd Floor, North Bay Village, FL 33141 hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 2nd day of November, 2016 entered into an Agreement whereby the Department retained the Contractor to perform maintenance of all turf and landscape areas within the right-of-way on the State Roads described in "Exhibit A" of the original contract.

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 2nd day of November, 2017 and ending the 2nd day of November, 2018 at a cost of \$ 2,836.00

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

North Bay Village

Name of Contractor

Frank K. Rollason, Village Manager

Contractor Name and Title

BY: [Signature]
Authorized Signature

Name of Surety

City

State

By:

Florida Licensed Insurance Agent or
Attorney-In-Fact (Signature)

Date

Countersigned:

Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]
District Secretary or Designee (Signature)

Title: Transportation Services Director

Legal: [Signature]

Fiscal:

Approval as to Availability of Funds

Agenda Item 9A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
E-VERIFY

375-04068
PROCUREMENT
08/11

Contract No: AS368-R1

Financial Project No(s): 252473-2-78-03


Project Description: Turf and Landscape Maintenance Department Funded Agreement

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: North Bay Village

Authorized Signature: 

Title: Village Manager

Date: 6/30/17

Agenda Item 9A

CONTRACT # ARL 89

TURF AND LANDSCAPE MAINTENANCE JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND NORTH BAY VILLAGE

This Agreement, is made and entered into this 18th day of September, 2014, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and North Bay Village, a municipal corporation of the State of Florida, hereinafter referred to as the 'VILLAGE'.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction and maintains State Road (S.R.) 934/Kennedy Causeway corridor in the VILLAGE; and

WHEREAS, the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created median strips on the State Highway System within the corporate limits of the VILLAGE; and

WHEREAS, the DEPARTMENT, at the VILLAGE's request, has agreed to reimburse the VILLAGE for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

WHEREAS, the VILLAGE recognizes that said median strips areas contain turf and landscape, which shall be maintained in accordance with Exhibit "A", 'Maintenance Responsibilities', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number **252473-2-78-02**, and has agreed to reimburse the VILLAGE for turf and landscape maintenance elements which are outlined in the attached Exhibit "B", 'Project Limits & Financial Summary', which is herein incorporated by reference; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.)**;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

Page 13 of 576

Agenda Item 9A

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

- a. The VILLAGE shall submit this Agreement to its VILLAGE Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'VILLAGE's Resolution', and is herein incorporated by reference.
- b. The VILLAGE shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.
- c. The VILLAGE shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way as described in Exhibit "A", 'Maintenance Responsibilities'.
- d. The VILLAGE shall be responsible for performing the required maintenance with a minimum frequency of *twelve (12) times per year for: Slope Mowing, Mowing Small Machine, Edging & Sweeping, Landscape Maintenance, and twenty four (24) times per year for: Litter Removal.*
- e. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program", and Index 546 of the latest FDOT Design Standards.
- f. The VILLAGE shall submit a work schedule to the DEPARTMENT. In addition, before the VILLAGE starts the work, the DEPARTMENT shall be notified, via fax or e-mail, of the state road(s) and the day(s) in which the VILLAGE will be working. The fax or e-mail shall be sent to the attention of the North Miami-Dade Maintenance Engineer, at 305-640-7197 or alex.perez@dot.state.fl.us. The VILLAGE shall not start working until the DEPARTMENT has advised, in writing, that the submitted work schedule has been approved.
- g. The VILLAGE shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the VILLAGE.
- h. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.

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Agenda Item 9A

- i. The VILLAGE shall not plant additional landscaping within the limits of the PROJECT, without prior written approval by the DEPARTMENT, in accordance with Florida Administrative Code Rule 14-40.003. Such approval shall be in the form of a separate written agreement that will require the VILLAGE to properly construct and maintain the additional landscaping without compensation from the DEPARTMENT.
- j. This Agreement shall not obligate the DEPARTMENT to pay the VILLAGE to maintain any additional landscaping, planted after the effective date of this Agreement, within the limits of the PROJECT, and shall not obligate the VILLAGE to maintain any such additional landscaping.

3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed TWO THOUSAND EIGHT HUNDRED THIRTY TWO DOLLARS AND EIGHTEEN CENTS (\$2,832.18), as outlined in Exhibit "B", 'Project Limits & Financial Summary'.
- b. The DEPARTMENT agrees to pay the VILLAGE for the herein described services at a compensation as detailed in this Agreement.
- c. The VILLAGE shall furnish the services with which to maintain the PROJECT LIMITS. Said PROJECT consists of services as detailed in Exhibit "A" of this Agreement.
- d. Payment shall be made only after receipt and approval of goods and services unless advanced payments are authorized by the DEPARTMENT's Comptroller under **Section 334.044(29), F.S.**, or by the Department of Financial Services under **Section 215.422(14), F.S.**
- e. The VILLAGE shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of (list deliverables):
 - i. Small Machine Mowing
 - ii. Slope Mowing
 - iii. Edging & Sweeping
 - iv. Landscape Maintenance
 - v. Litter Removal
- f. Invoices shall be submitted by the VILLAGE in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section c above and Exhibit "B"

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Agenda Item 9A

Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.

- g. Supporting documentation must establish that the deliverables were received and accepted in writing by the VILLAGE and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section c has been met.
- h. Travel costs will not be reimbursed.
- i. The VILLAGE providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
- j. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the VILLAGE. Interest penalties of less than one (1) dollar will not be enforced unless the VILLAGE requests payment. Invoices have to be returned to the VILLAGE because of VILLAGE preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the VILLAGE who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- l. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the VILLAGE's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- m. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for

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Agenda Item 9A

expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.”

- n. The DEPARTMENT’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- o. E-verify:

The VILLAGE/Contractors or Vendors:

- i. shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The VILLAGE shall insert the above clause into any contract entered into by the VILLAGE with vendors or contractors hired by the VILLAGE for purposes of performing its duties under this Agreement.

4. COMMUNICATIONS

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT:	Florida Department of Transportation 1000 NW 111 th Avenue, Room 6205 Miami, Florida 33172-5800 Attention: District Maintenance Engineer
-----------------------	--

Agenda Item 9A

To VILLAGE:

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

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

5. INVOICING

- a. The VILLAGE shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include proof that the areas under this Agreement were maintained using specified frequencies, at minimum. The supporting documents showing proof of work can be properly executed payroll, or time records, or Contractor's invoices, or vouchers evidencing in proper detail the nature and propriety of the charges.
- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the VILLAGE from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the VILLAGE for the actual work it performs.
 - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the VILLAGE from performing its work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, payment will be prorated within the quarter in which termination occurs. The prorated payment shall be for approved work meeting the requirements stipulated in this Agreement.

6. MAINTENANCE DEFICIENCIES

If the District Maintenance Engineer determines that the VILLAGE is not accomplishing its responsibilities under this Agreement, said District Maintenance Engineer may issue written notice, in care of the VILLAGE on notice thereof. Thereafter, the VILLAGE shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period the DEPARTMENT may, at its option, proceed as follows:

- a. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the VILLAGE; or

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Agenda Item 9A

- b. Terminate this Agreement.

7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the date provide in the Notice to Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the VILLAGE. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory VILLAGE performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with **Section 287.058(1)(c), F.S.**, the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the VILLAGE refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the VILLAGE pertinent to this Agreement which are subject to provisions of Chapter 119, of the F.S.

9. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the VILLAGE expressed in writing, executed and delivered by each party.

12. INVALIDITY

Agenda Item 9A

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

13. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the VILLAGE shall promptly indemnify, defend, save and hold harmless the DEPARTMENT, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorney's fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the VILLAGE's exercise or attempted exercise of its responsibilities as set out in this AGREEMENT, including but not limited to, any act, action, neglect or omission by the VILLAGE, its officers, agents, employees or representatives in any way pertaining to this agreement, whether direct or indirect, except that neither the VILLAGE nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence of the DEPARTMENT.

The VILLAGE's obligation to indemnify, defend and pay for the defense of the DEPARTMENT, or at the DEPARTMENT's option, to participate and associate with the DEPARTMENT in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the VILLAGE's receipt of the DEPARTMENT'S notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the DEPARTMENT sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this AGREEMENT. The DEPARTMENT'S failure to notify the VILLAGE of a claim shall not release the VILLAGE of the above duty to defend and indemnify the DEPARTMENT.

The VILLAGE shall pay all costs and fees related to this obligation and its enforcement by the DEPARTMENT. The indemnification provisions of this section shall survive termination or expiration of this AGREEMENT, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this AGREEMENT.

The VILLAGE's evaluation of liability or its inability to evaluate liability shall not excuse the VILLAGE's duty to defend and indemnify the DEPARTMENT under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the Department was solely negligent shall excuse performance of this provision by the VILLAGE.

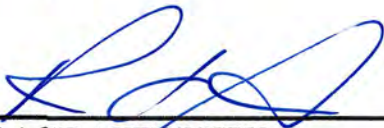
Agenda Item 9A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

NORTH BAY VILLAGE:

BY: 
VILLAGE MANAGER

ATTEST: 
(SEAL) VILLAGE CLERK


VILLAGE ATTORNEY

**STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION:**

BY: 
DISTRICT DIRECTOR OF
TRANSPORTATION OPERATIONS

ATTEST: 
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:


DISTRICT CHIEF COUNSEL

Agenda Item 9A

Exhibit "A" Maintenance Responsibilities

The VILLAGE shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on State Road (S.R.) 934/Kennedy Causeway, in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the VILLAGE shall maintain the all turf and landscape areas in accordance with the International Society of Arboriculture standards, the latest FDOT Design Standard, guidelines, and procedures, as may be amended from time to time. The VILLAGE's maintenance obligations shall include but not be limited to:

- a. Mow, cut and/or trim, and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- b. Properly prune all plants, which include, but not limited to, plant and tree trimmings, in accordance with the latest edition of the "Maintenance Rating Program" and Index 546 of the latest FDOT Design Standards.
- c. Fertilizing, insecticide, pesticide, herbicide and watering will be required to maintain the current landscape and turf in its current healthy condition.
- d. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- e. Remove and properly dispose of litter from roadside and median strips.
- f. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in all applicable DEPARTMENT guidelines, standards and procedures as may be amended from time to time.
- g. All work by the VILLAGE shall be executed on the roadway under a traffic control plan in accordance with DEPARTMENT's latest edition of the "FDOT Design Standards".
- h. Maintaining a service log of all maintenance operation that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- i. Submitting Lane Closure Request to the DEPARTMENT when maintenance activities will require the closure of a traffic lane in the DEPARTMENT'S right of way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the DEPARTMENT's area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

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Agenda Item 9A

FDOT Financial Project Number: 252473-2-78-02

County: *Miami-Dade*

FDOT Project Manager: *Alex Perez, P.E. 305-640-7197*

VILLAGE Project Manager: *Frank Rollason/ Village Manager 305-756-7171*

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Agenda Item 9A

Exhibit "B" Project Limits & Financial Summary

Below are the PROJECT limits and acreage of the areas to be maintained by the VILLAGE under this Agreement.

State Road	Road Name	From	To
934	Kennedy Causeway	West City Limits	East City Limits

Item Description	Quantity (AC)	# Cycles	Total Agreement (AC)	D6 AVG PRICE (1 yr)	D6 TOTAL (1yr)
Slope Mowing (E104 4 2)	0.045	12	0.54	\$35.00	\$18.90
Mowing Small Machine (E104 4 3)	0.408	12	4.896	\$35.00	\$171.36
Edging & Sweeping (E 110 32 1)	1.836	12	22.032	\$10.00	\$220.32
Landscape Maintenance (E580 3 2)	0.158	12	1.896	\$1,200.00	\$2,275.20
Litter Removal (E110 30)	0.610	24	14.64	\$10.00	\$146.40
					\$2,832.18

TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT: \$2,832.18

Exhibit "C"

Turf and Landscape Maintenance Joint Participation Agreement
between the Florida Department of Transportation and North Bay Village
Financial Project # 252455-2-78-02
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Agenda Item 9A

VILLAGE's Resolution

To be herein incorporated once approved by the North Bay Village Commission.

Agenda Item 9A

RESOLUTION NO. 2014-72

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE RENEWAL OF A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79TH STREET CAUSEWAY WITHIN THE VILLAGE LIMITS AND PROVIDING FOR COMPENSATION TO THE VILLAGE FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

WHEREAS, the Village has continually maintained roadside areas, median strips and right-of-way areas included as part of the State Highway System on State Road 934, also referred to as the 79th Street Causeway, from the Intracoastal Waterway as boundary on the west to the eastern Village limits; and

WHEREAS, on June 20, 2014, the Village Commission approved Resolution No. 2013-44 approving a “Turf and Landscape Maintenance Joint Participation Agreement Between the Florida Department of Transportation and North Bay Village” (the “Agreement”), which Agreement is scheduled to expire on September 30, 2014; and

WHEREAS, the Village and the Florida Department of Transportation (“FDOT”) wish to renew the Agreement (the “Renewal Agreement”) for a period of one year effective October 1, 2014 through September 30, 2015 with for continued maintenance of the turf and landscaped areas on the 79th Street Causeway with an amendment to include those areas within the Village limit only, a copy of which is attached hereto as Exhibit “1”; and

WHEREAS, FDOT agrees to compensate the Village in an annual amount of Two Thousand Eight Hundred and Thirty-Two Dollars and Eighteen Cents (\$2,832.18) to be paid on a quarterly basis for the Village’s performance of this service.

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

Agenda Item 9A

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

Section 2. Approval of Agreement. The Renewal Agreement between North Bay Village and the Florida Department of Transportation for turf and landscape maintenance attached hereto as Exhibit "1", is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager is authorized to take all actions necessary to implement the terms and conditions of the Renewal Agreement.

Section 4. Execution of Agreement. The Village Manager is authorized to execute the Renewal Agreement on behalf of the Village subject to the approval as to form and legality by the Village Attorney.

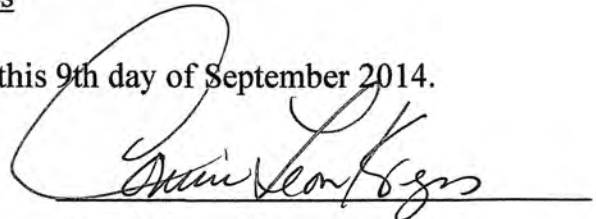
Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 9th day of September 2014.



Connie Leon-Kreps
Mayor

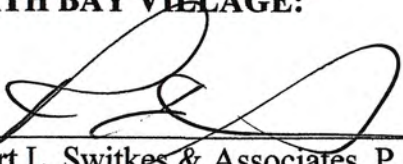


ATTEST:

Yvonne P. Hamilton
Village Clerk

Agenda Item 9A

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



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

North Bay Village Resolution: Florida Department of Transportation Turf and Landscape Agreement/2014-2015

Agenda Item 9B



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: June 12, 2018

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

RECOMMENDED BY STAFF: Village Manager Marlen Martell

PRESENTED BY STAFF: Finance Director Bert Wrains

SUBJECT: Approval of Amendment 2 extending the completion date for State
Revolving Loan Fund Agreement Project DW 130400, Water Main
Rehabilitation

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the appropriate Village Officials to execute the Amendment #2 with the Florida Department of Environmental Protection (FDEP) for Project DW130400 Water Main Rehabilitation.

BACKGROUND:

As a part of the loan process, the Florida Department of Environmental Protection (FDEP) required the Village to prepare an inventory of the existing water mains and facilities in 2013. The Village Commission granted approval to apply to (FDEP) for funds to prepare the Facilities Plan (PLAN), which was completed by Kimley Horn and

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Mayor
Connie Leon-Kreps

Vice Mayor
Andreana
Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 9B

Associates, Inc. This PLAN details the Village's needs and provided estimates for the rehabilitation and replacement of the water mains. FDEP approved an initial loan of \$240,000 for the PLAN. The PLAN has qualified the Village for additional funding of \$4,380,556 to implement and complete the identified water main rehabilitation project. (DW130400).

FDEP approved the first amendment to the loan in June 2017. This provided funding up to the \$4,620,556 at an interest rate of 1.34% for the 20 year loan. The total loan amount, including capitalized interest and other Loan costs is \$4,744,697. The first payment will be due 6 months from the final date of completion of the overall project. Amendment #1 had the completion date as April 15, 2018. The Village has granted the contractor additional time to complete the project and with this, Amendment #2, the State will grant the Village until November 15, 2018 to complete the project and seek all reimbursements. The first semi-annual payment on the State Revolving Loan DW130400 will be due May 15, 2019. The Village is required to start escrowing the debt service by November 15, 2018

The semi-annual debt service payment (principle and interest) for this loan will be \$136,060. The Village will have to look at raising the water rates in FY 2019 to cover this additional debt service. Based on the adopted FY 2018 budget it is estimated that the water rate may have to be increased by 15.38% to cover the debt service on the loan for Project DW130400 Water Main Rehabilitation. This will result in an estimated increase of \$5.84 per month for a resident that has a monthly consumption of 6,000 gallons of water.

FINANCIAL IMPACT:

The Utility Fund will have to generate an additional \$272,120 in water revenue or reduced expenses to cover this debt service.

PERSONNEL:

None



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: May 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, AUTHORIZING AMENDMENT NO. 2 TO THE DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT, NO. DW130400, BETWEEN THE VILLAGE AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE WATER MAIN REHABILITATION PROGRAM PERTAINING TO THE PROJECT SCHEDULE AND LOAN REPAYMENT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MDM:yph

Agenda Item 9B

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AMENDMENT NO. 2 TO THE DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT, NO. DW130400, BETWEEN THE VILLAGE AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE WATER MAIN REHABILITATION PROGRAM PERTAINING TO THE PROJECT SCHEDULE AND LOAN REPAYMENT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

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

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

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

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

WHEREAS, the Village Commission adopted Resolution No. 2017-54 approving Amendment No. 1 to borrow an additional amount of \$4,380,556 to repair and or replace the water mains with a project completion date of April 14, 2018; and

WHEREAS, Amendment No. 2 will grant an extension to November 15, 2018 to complete the project and seek all reimbursements.

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.

Agenda Item 9B

Section 2. Approval of the Amendment. Amendment No. 2 to the Loan Agreement between North Bay Village and the State of Florida, Department of Environmental Protection attached hereto as "Exhibit 1" extending the project completion date to November 15, 2018 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 Amendment No. 1.

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

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 12th day of June 2018.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Norman C. Powell, Esq.
Village Attorney

Agenda Item 9B

OFFICIAL DOCUMENT

RESOLUTION NO. 2017-54

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

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

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

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

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

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

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

Section 2. **Approval of the Amendment.** Amendment No. 1 to the Loan Agreement between North Bay Village and the State of Florida, Department of Environmental Protection ("Amendment No. 1") to borrow an additional \$4,380,556 to repair/and or replace the water mains, a copy of which is attached as Exhibit "1," is approved.

Agenda Item 9B

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

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

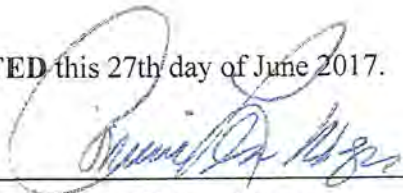
Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by Commissioner Andreana Jackson, seconded by Commissioner Dr. Douglas N. Hornsby.

FINAL VOTE AT ADOPTION:

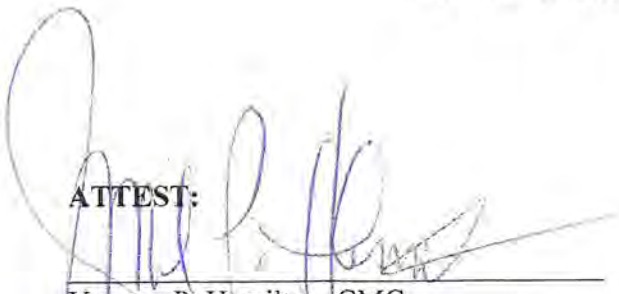
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Dr. Douglas N. Hornsby	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>

PASSED AND ADOPTED this 27th day of June 2017.



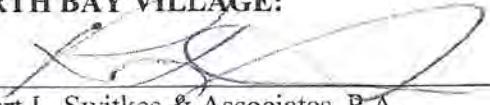
Connie Leon-Kreps, Mayor

ATTEST:



Yvonne P. Hamilton, CMC
Village Clerk

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



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

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

Agenda Item 9B



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

March 23, 2018

Mr. Rodney Carrero-Santana
Public Works Director
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141

Re: DW130400 & DW130420 – North Bay Village
Distribution – Water Main Replacement and Automated Meters


Dear Mr. Carrero-Santana:

Attached is a copy of each of the proposed Amendment's to the Village's State Revolving Fund loan agreements. The amendments provide the Village additional time to complete construction activities.

Please have the appropriate officials sign and seal two copies of each amendment and return them to us within three weeks at 3900 Commonwealth Boulevard, MS 3505, Tallahassee, Florida, 32399-3000. We will sign the documents and mail a fully executed original of each amendment to you.

If you have any questions about these amendments, please call Megan Strohl at (850)245-2899.

Sincerely,


Angela Knecht, Program Administrator
State Revolving Fund Management

AK/ms

Attachment

cc: Frank Rollason – North Bay Village
Bert Wrains – North Bay Village

www.dep.state.fl.us

Agenda Item 9B

STATE REVOLVING FUND AMENDMENT 2 TO LOAN AGREEMENT DW130400 NORTH BAY VILLAGE

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and NORTH BAY VILLAGE, FLORIDA, existing as a local governmental entity (Project Sponsor) under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as a “Party”

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW130400, as amended; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete construction; and

Certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Subsections 2.03(4) and (5) of the Agreement are deleted and replaced as follows:

- (4) Record Retention.

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

- (5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

Agenda Item 9B

2. Subsection 2.03(6) of the Agreement is deleted.
3. Article VI is deleted and replaced as follows:

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

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

(2) Except as provided in Subsections 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14, below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

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

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

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

Agenda Item 9B

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

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

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

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

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

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

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

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

Agenda Item 9B

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

4. Section 8.02 of the Agreement is deleted and replaced as follows:

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

5. Section 8.13 is added to the Agreement:

8.13. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

(1) The Project Sponsor abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Agenda Item 9B

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

6. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on May 15, 2019, and semiannually thereafter on November 15 and May 15 of each year until all amounts due under the Agreement have been fully paid.

7. The items scheduled under Subsections 10.07(6), (7), (8) and (9) of the Agreement are rescheduled as follows:

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

(7) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than November 15, 2018.

(8) The date for the certification required under Subsection 2.01(10) of the Agreement is hereby revised. The initial annual certification shall be submitted no later than February 15, 2019. Thereafter, the annual certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.

(9) The first Semiannual Loan Payment in the amount of \$136,060 shall be due May 15, 2019.

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

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Agenda Item 9B

This Amendment 2 to Loan Agreement DW130400 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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

for
NORTH BAY VILLAGE

Mayor

Attest:

Approved as to form and legal sufficiency:

Village Clerk
SEAL

Village Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

Agenda Item 9B

Rick Scott
Governor

Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary



Memorandum

TO: Affected Parties
FROM: State Revolving Loan Program
SUBJECT: Record of Final Agency Action
Management of FY 2017 DWSRF Priority List
DATE: August 22, 2016

This is to notify you of actions taken at the State Revolving Fund Program public meeting on August 10, 2016 concerning management of the Fiscal Year 2017 Drinking Water SRF Priority List.

This project was authorized funding increase based on approved increase request, and was added to the fundable portion of the FY 2017 DWSRF Priority List.

<u>Project Sponsor</u>	<u>SRF Project Number</u>	<u>Loan Type</u>	<u>Principal Loan Amount</u>	<u>Allocated Principal Forgiveness</u>
Orange City	64200	Supply, Treat, & Dist – Segment	\$0	\$4,525,192
Miami-Dade County	13026	Distribution – Segment	\$14,714,450	N/A
Haines City	53045	Treatment – Segment	\$38,630	\$218,902
Lake Worth	50171	Distribution – Increase	\$3,748,096	N/A
North Bay Village	13040	Distribution – Increase	\$4,380,556	N/A
North Bay Village	13042	Distribution – Increase	\$4,202,584	N/A

Amendments to the Agreement for this increase will be initiated by the Department.

The Record of Final Agency Action, including the FY 2017 Priority List, is attached for your reference.

If you have any questions or need more information, call or email:
Tommy Williams at 850-245-2912, Thomas.e.williams@dep.state.fl.us
Shanin Speas-Frost at 850-245-2991, shanin.speas-frost@dep.state.fl.us

Agenda Item 9B



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Stevenson
Secretary

Memorandum

TO: Affected Parties
FROM: State Revolving Loan Program
SUBJECT: Record of Final Agency Action
Management of FY 2017 DWSRF Priority List
DATE: August 22, 2016

This is to notify you of actions taken at the State Revolving Fund Program public meeting on August 10, 2016 concerning management of the Fiscal Year 2017 Drinking Water SRF Priority List.

This project was authorized funding increase based on approved increase request, and was added to the fundable portion of the FY 2017 DWSRF Priority List.

<u>Project Sponsor</u>	<u>SRF Project Number</u>	<u>Loan Type</u>	<u>Principal Loan Amount</u>	<u>Allocated Principal Forgiveness</u>
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Miami-Dade County	13026	Distribution – Segment	\$14,714,450	N/A
Haines City	53045	Treatment – Segment	\$38,630	\$218,902
Lake Worth	50171	Distribution – Increase	\$3,748,096	N/A
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North Bay Village	13042	Distribution – Increase	\$4,202,584	N/A

Amendments to the Agreement for this increase will be initiated by the Department.

The Record of Final Agency Action, including the FY 2017 Priority List, is attached for your reference.

If you have any questions or need more information, call or email:
Tommy Williams at 850-245-2912, Thomas.e.williams@dep.state.fl.us
Shanin Speas-Frost at 850-245-2991, shanin.speas-frost@dep.state.fl.us

Agenda Item 9B

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

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

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

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

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

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

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

Revised provisions for audit and monitoring are needed.

The Parties hereto agree as follows:

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

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

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

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

Agenda Item 9B

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

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

(2) Audits.

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

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

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

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

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

(3) Report Submission.

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

(4) Project-Specific Audit.

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

(5) Record Retention.

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

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

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

(6) Monitoring.

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

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

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

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

4.03. PERMITS AND APPROVALS.

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

4.04. ENGINEERING SERVICES.

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

4.05. PROHIBITION AGAINST ENCUMBRANCES.

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

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

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

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

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

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

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

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

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

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

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

4.09. ADVANCE PAYMENT.

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

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

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

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

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

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

8.11. PUBLIC RECORDS ACCESS.

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

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

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

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

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

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

8. The following article is added to the Agreement:

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

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

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

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

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

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

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

9.03. INSURANCE REQUIRED.

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

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

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

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

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

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

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

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

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

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

The Loan shall be repaid in 40 Semiannual Loan Payments.

14. Section 10.05 REPAYMENT SCHEDULE is revised as follows:

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

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

15. Section 10.06 PROJECT COSTS is revised as follows:

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

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

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PROJECT COSTS

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

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

16. Section 10.07 SCHEDULE is amended as follows:

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

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

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

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

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

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

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

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

for
NORTH BAY VILLAGE


Mayor



Village Clerk

SEAL

Approved as to form and legal sufficiency:


Village Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION


Secretary or Designee

6/30/17
Date

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North Bay Village

Administrative Offices

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

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

www.nbvillage.com

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: June 12, 2017

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

RECOMMENDED BY STAFF: Village Manager Marlen Martell

PRESENTED BY STAFF: Finance Director Bert Wrains

SUBJECT: Approval of Amendment 2 extending the completion date for State
Revolving Loan Fund Agreement Project DW 130400, Water Main
Rehabilitation

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the appropriate Village Officials to execute the Amendment #2 with the Florida Department of Environmental Protection (FDEP) for Project DW130400 Water Main Rehabilitation.

BACKGROUND:

As a part of the loan process, the Florida Department of Environmental Protection (FDEP) required the Village to prepare an inventory of the existing water mains and facilities in 2013. The Village Commission granted approval to apply to (FDEP) for funds to prepare the Facilities Plan (PLAN), which was completed by Kimley Horn and

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Mayor
Connie Leon-Kreps

Vice Mayor
Andreana
Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

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Associates, Inc. This PLAN details the Village's needs and provided estimates for the rehabilitation and replacement of the water mains. FDEP approved an initial loan of \$240,000 for the PLAN. The PLAN has qualified the Village for funding totaling \$4,380,556 to implement and complete the identified water main rehabilitation project. (DW130400).

FDEP approved the first amendment to the loan in June 2017. This provided funding up to the \$4,380,556 at an interest rate of 1.34% for the 20 year loan. The total loan amount, including capitalized interest and other Loan costs is \$4,651,056. The first payment will be due 6 months from the final date of completion of the overall project. Amendment #1 had the completion date as April 15, 2018. The Village has granted the contractor additional time to complete the project and with this amendment the State will grant the Village until November 2018 to complete the project and seek all reimbursements. The first payment will be due February 15, 2019 however, the Village will have to start escrowing the debt service by November 15, 2018

The semi-annual debt service payment (principle and interest) for this loan will be \$136,060. The Village will have to look at raising the water rates in FY 2019 to cover this additional debt service. Based on the adopted FY 2018 budget it is estimated that the water rate may have to be increased by 15.38% to cover the debt service on the loan for Project DW130400 Water Main Rehabilitation. This will result in an estimated increase of \$5.84 per month for a resident that has a monthly consumption of 6,000 gallons of water.

FINANCIAL IMPACT:

The Utility Fund will have to generate an additional \$272,120 in water revenue to cover this debt service.

PERSONNEL:

None

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Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

March 23, 2018

Mr. Rodney Carrero-Santana
Public Works Director
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141

Re: DW130400 & DW130420 – North Bay Village
Distribution – Water Main Replacement and Automated Meters

Dear Mr. Carrero-Santana:

Attached is a copy of each of the proposed Amendment's to the Village's State Revolving Fund loan agreements. The amendments provide the Village additional time to complete construction activities.

Please have the appropriate officials sign and seal two copies of each amendment and return them to us within three weeks at 3900 Commonwealth Boulevard, MS 3505, Tallahassee, Florida, 32399-3000. We will sign the documents and mail a fully executed original of each amendment to you.

If you have any questions about these amendments, please call Megan Strohl at (850)245-2899.

Sincerely,

A handwritten signature in cursive script that reads "Angela Knecht".

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/ms

Attachment

cc: Frank Rollason – North Bay Village
Bert Wrains – North Bay Village

www.dep.state.fl.us

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT DW130400
NORTH BAY VILLAGE**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and NORTH BAY VILLAGE, FLORIDA, existing as a local governmental entity (Project Sponsor) under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as a "Party"

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW130400, as amended; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete construction; and

Certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Subsections 2.03(4) and (5) of the Agreement are deleted and replaced as follows:

- (4) Record Retention.

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

- (5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

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2. Subsection 2.03(6) of the Agreement is deleted.
3. Article VI is deleted and replaced as follows:

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

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

(2) Except as provided in Subsections 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14, below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

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

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

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

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(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

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

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

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

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

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

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

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

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(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

4. Section 8.02 of the Agreement is deleted and replaced as follows:

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

5. Section 8.13 is added to the Agreement:

8.13. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

- (1) The Project Sponsor abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

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Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

6. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on May 15, 2019, and semiannually thereafter on November 15 and May 15 of each year until all amounts due under the Agreement have been fully paid.

7. The items scheduled under Subsections 10.07(6), (7), (8) and (9) of the Agreement are rescheduled as follows:

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

(7) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than November 15, 2018.

(8) The date for the certification required under Subsection 2.01(10) of the Agreement is hereby revised. The initial annual certification shall be submitted no later than February 15, 2019. Thereafter, the annual certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.

(9) The first Semiannual Loan Payment in the amount of \$136,060 shall be due May 15, 2019.

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

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This Amendment 2 to Loan Agreement DW130400 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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

for
NORTH BAY VILLAGE

Mayor

Attest:

Approved as to form and legal sufficiency:

Village Clerk
SEAL

Village Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

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Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

Memorandum

TO: Affected Parties
FROM: State Revolving Loan Program
SUBJECT: Record of Final Agency Action
Management of FY 2017 DWSRF Priority List
DATE: August 22, 2016

This is to notify you of actions taken at the State Revolving Fund Program public meeting on August 10, 2016 concerning management of the Fiscal Year 2017 Drinking Water SRF Priority List.

This project was authorized funding increase based on approved increase request, and was added to the fundable portion of the FY 2017 DWSRF Priority List.

<u>Project Sponsor</u>	<u>SRF Project Number</u>	<u>Loan Type</u>	<u>Principal Loan Amount</u>	<u>Allocated Principal Forgiveness</u>
Orange City	64200	Supply, Treat, & Dist – Segment	\$0	\$4,525,192
Miami-Dade County	13026	Distribution – Segment	\$14,714,450	N/A
Haines City	53045	Treatment – Segment	\$38,630	\$218,902
Lake Worth	50171	Distribution – Increase	\$3,748,096	N/A
North Bay Village	13040	Distribution – Increase	\$4,380,556	N/A
North Bay Village	13042	Distribution – Increase	\$4,202,584	N/A

Amendments to the Agreement for this increase will be initiated by the Department.

The Record of Final Agency Action, including the FY 2017 Priority List, is attached for your reference.

If you have any questions or need more information, call or email:
Tommy Williams at 850-245-2912, Thomas.e.williams@dep.state.fl.us
Shanin Speas-Frost at 850-245-2991, shanin.speas-frost@dep.state.fl.us

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

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

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

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

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

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

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

Revised provisions for audit and monitoring are needed.

The Parties hereto agree as follows:

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

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

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

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

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

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

(2) Audits.

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

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

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

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

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

(3) Report Submission.

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

(4) Project-Specific Audit.

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

(5) Record Retention.

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

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

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

(6) Monitoring.

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

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

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

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

4.03. PERMITS AND APPROVALS.

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

4.04. ENGINEERING SERVICES.

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

4.05. PROHIBITION AGAINST ENCUMBRANCES.

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

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

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

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

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

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

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

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

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

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

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

4.09. ADVANCE PAYMENT.

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

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

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

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

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

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

8.11. PUBLIC RECORDS ACCESS.

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

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

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

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

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

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

8. The following article is added to the Agreement:

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

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

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

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

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

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

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

9.03. INSURANCE REQUIRED.

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

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

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

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

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

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

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

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

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

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

The Loan shall be repaid in 40 Semiannual Loan Payments.

14. Section 10.05 REPAYMENT SCHEDULE is revised as follows:

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

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

15. Section 10.06 PROJECT COSTS is revised as follows:

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

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

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PROJECT COSTS

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

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

16. Section 10.07 SCHEDULE is amended as follows:

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

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

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

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

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

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

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Agenda Item 9B

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

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

for
NORTH BAY VILLAGE

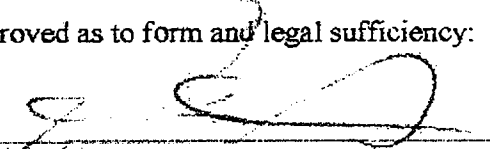

Mayor

Attest:



Village Clerk

SEAL

Approved as to form and legal sufficiency:


Village Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION


Secretary or Designee

6/30/17
Date



North Bay Village

Administrative Offices

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

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

www.nbvillage.com

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: June 12, 2018

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

RECOMMENDED BY STAFF: Village Manager Marlen Martell

PRESENTED BY STAFF: Finance Director Bert Wrains

SUBJECT: Approval of Amendment 2 extending the completion date for State
Revolving Loan Fund Agreement Project DW 130420, Water Meter
Replacement

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the appropriate Village Officials to execute the Amendment #2 with the Florida Department of Environmental Protection (FDEP) for Project DW130420 Water Meter Replacement.

BACKGROUND:

As a part of the loan process, the Florida Department of Environmental Protection (FDEP) required the Village to prepare an inventory of the existing water meters and facilities in 2013. The Village Commission granted approval to apply to (FDEP) for funds to prepare the Facilities Plan (PLAN), which was completed by Kimley Horn and

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Mayor
Connie Leon-Kreps

Vice Mayor
**Andreana
Jackson**

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 9C

Associates, Inc. This PLAN details the Village's needs and provided estimates for the replacement of the water meters. FDEP approved an initial loan of \$240,000 for the PLAN. The PLAN has qualified the Village for funding totaling \$4,380,556 to implement and complete the identified Water Meter Replacement project. (DW130420).

FDEP approved the first amendment to the loan in June 2017. This provided funding up to the \$4,442,584 at an interest rate of 1.96% for the 20 year loan. The total loan amount, including capitalized interest and other Loan costs is \$4,472,884. The first payment will be due 6 months from the final date of completion of the overall project. Amendment #1 had the completion date as April 15, 2018. The Village has granted the contractor additional time to complete the project and with this amendment the State will grant the Village until November 15, 2018 to complete the project and seek all reimbursements. The first payment will be due February 15, 2019 however, the Village will have to start escrowing the debt service by November 15, 2018

The semi-annual debt service payment (principle and interest) for this loan will be \$129,668. The Village will have to look at raising the water rates in FY 2019 to cover this additional debt service. Based on the adopted FY 2018 budget it is estimated that the water rate may have to be increased by 14.33% to cover the debt service on the loan for Project DW130420 Water Meter Replacement Program. This will result in an estimated increase of \$4.26 per month for a resident that has a monthly consumption of 6,000 gallons of water.

FINANCIAL IMPACT:

The Utility Fund will have to generate an additional \$259,336 in water revenue or reduced expenses to cover this debt service.

PERSONNEL:

None



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: May 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, AUTHORIZING AMENDMENT NO. 2 TO THE DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT, NO. DW130420, BETWEEN THE VILLAGE AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE WATER METER REPLACEMENT PROGRAM; PERTAINING TO THE PROJECT SCHEDULE AND LOAN REPAYMENT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AMENDMENT; AUTHORIZING EXECUTION OF THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MDM:yph

Agenda Item 9C

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AMENDMENT NO. 2 TO THE DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT, NO. DW130420, BETWEEN THE VILLAGE AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE WATER MAIN REHABILITATION PROGRAM PERTAINING TO THE PROJECT SCHEDULE AND LOAN REPAYMENT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

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

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

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

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

WHEREAS, Amendment No. 2 will grant an extension to November 15, 2018 to complete the project and seek all reimbursements.

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

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

Section 2. Approval of the Amendment. Amendment No. 2 to the Loan Agreement between North Bay Village and the State of Florida, Department of Environmental Protection attached hereto as “Exhibit 1” extending the project completion date to November 14, 2018 is hereby approved.

Agenda Item 9C

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Amendment No. 2.

Section 4. Execution of the Amendment. The proper Village Officials are authorized to execute Amendment No. 2 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of Amendment No. 1, subject to the approval as to form and legality by the Village Attorney.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 12th day of June 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: State Revolving Loan Fund Agreement DW130420-Water Meter Replacement Program, extending Project Completion Date to November 15, 2018.

Agenda Item 9C



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

March 23, 2018

Mr. Rodney Carrero-Santana
Public Works Director
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141

Re: DW130400 & DW130420 – North Bay Village
Distribution – Water Main Replacement and Automated Meters

Dear Mr. Carrero-Santana:

Attached is a copy of each of the proposed Amendment's to the Village's State Revolving Fund loan agreements. The amendments provide the Village additional time to complete construction activities.

Please have the appropriate officials sign and seal two copies of each amendment and return them to us within three weeks at 3900 Commonwealth Boulevard, MS 3505, Tallahassee, Florida, 32399-3000. We will sign the documents and mail a fully executed original of each amendment to you.

If you have any questions about these amendments, please call Megan Strohl at (850)245-2899.

Sincerely,

A handwritten signature in blue ink, appearing to read "Angela Knecht".

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/ms

Attachment

cc: Frank Rollason – North Bay Village
Bert Wrains – North Bay Village

Agenda Item 9C

STATE REVOLVING FUND AMENDMENT 2 TO LOAN AGREEMENT DW130420 NORTH BAY VILLAGE

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and NORTH BAY VILLAGE, FLORIDA, existing as a local governmental entity (Project Sponsor) under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as a “Party”

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW130420, as amended; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete construction; and

Certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Subsections 2.03 (4) and (5) of the Agreement are deleted and replaced as follows:

- (4) Record Retention.

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

- (5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

2. Subsection 2.03 (6) is deleted.
3. Article VI is deleted and replaced as follows:

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

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

(2) Except as provided in Subsections 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14, below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

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

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

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

Agenda Item 9C

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

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

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

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

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

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

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

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

Agenda Item 9C

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

4. Section 8.02 of the Agreement is deleted and replaced as follows:

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

5. Section 8.13 is added to the Agreement:

8.13. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

(1) The Project Sponsor abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Agenda Item 9C

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

6. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on May 15, 2019, and semiannually thereafter on November 15 and May 15 of each year until all amounts due under the Agreement have been fully paid.

7. The items scheduled under Subsections 10.07(6), (7), (8) and (9) of the Agreement are rescheduled as follows:

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

(7) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than November 15, 2018.

(8) The date for the certification required under Subsection 2.01(10) of the Agreement is hereby revised. The initial annual certification shall be submitted no later than February 15, 2019. Thereafter, the annual certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.

(9) The first Semiannual Loan Payment in the amount of \$129,668 shall be due May 15, 2019.

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

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Agenda Item 9C

This Amendment 2 to Loan Agreement DW130420 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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

for
NORTH BAY VILLAGE

Mayor

Attest:

Approved as to form and legal sufficiency:

Village Clerk
SEAL

Village Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

Agenda Item 9C

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

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

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

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

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

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

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

Revised provisions for audit and monitoring are needed.

The Parties hereto agree as follows:

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

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

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

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

Agenda Item 9C

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

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

(2) Audits.

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

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

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

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

Agenda Item 9C

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

(3) Report Submission.

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Agenda Item 9C

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

(4) Project-Specific Audit.

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

(5) Record Retention.

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

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

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

(6) Monitoring.

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

Agenda Item 9C

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

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

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

4.03. PERMITS AND APPROVALS.

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

4.04. ENGINEERING SERVICES.

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

4.05. PROHIBITION AGAINST ENCUMBRANCES.

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

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

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

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

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

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

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

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

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

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

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

4.09. ADVANCE PAYMENT.

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

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

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

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

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

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

8.11. PUBLIC RECORDS ACCESS.

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

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

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

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

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

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

8. The following article is added to the Agreement:

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

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

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

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

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

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

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

9.03. INSURANCE REQUIRED.

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

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

9. Additional financing in the amount of \$4,202,584, excluding Capitalized Interest, is hereby awarded to the Project Sponsor.

10. An interest rate of 1.24 percent per annum is established for the additional financing amount awarded in this amendment. However, if this amendment is not executed by the Project Sponsor and returned to the Department before July 1, 2017, the interest rate may be adjusted.

11. The estimated principal amount of the Loan is hereby revised to \$4,472,884, which consists of \$4,442,584 authorized for disbursement to the Project Sponsor and \$30,300 of Capitalized Interest. This total consists of the following:

(a) \$247,500, including \$240,000 authorized for disbursement to the Project Sponsor and \$7,500 of Capitalized Interest, at an of interest rate of 1.96 percent per annum; and

(b) \$4,225,384, including \$4,202,584 authorized for disbursement to the Project Sponsor and \$22,800 of Capitalized Interest, at an of interest rate of 1.24 percent per annum.

12. An additional Loan Service Fee in the amount of \$84,052, for a total of \$88,852, is hereby assessed. The fee represents two percent of the Loan amount excluding Capitalized

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Interest amounts; that is, two percent of \$4,442,584. Estimated Loan Service Fee capitalized interest for the fee amount assessed to date is \$1,220.

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

The Loan shall be repaid in 40 Semiannual Loan Payments.

14. Section 10.05 REPAYMENT SCHEDULE is revised as follows:

The Semiannual Loan Payment amount shall be in the amount of \$129,668. Such payments shall be received by the Department beginning on November 15, 2018, and semiannually thereafter on May 15 and November 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied, after deduction of the Loan Service Fee is complete, toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$4,562,956, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

15. Section 10.06 PROJECT COSTS is revised as follows:

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

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

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PROJECT COSTS

CATEGORY	COST(\$)
Administrative Allowance	22,584
Planning Allowance	78,000
Engineering Allowance	150,000
Construction and Demolition	3,764,000
Technical Services After Bid Opening	428,000
SUBTOTAL (Disbursable Amount)	4,442,584
Capitalized Interest	30,300
TOTAL (Loan Principal Amount)	4,472,884

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

16. Section 10.07 SCHEDULE is amended as follows:

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

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

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

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

(9) The first Semiannual Loan Payment in the amount of \$129,668 shall be due November 15, 2018.

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

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This Amendment 1 to Loan Agreement DW130420 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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


for
NORTH BAY VILLAGE


Mayor


Attest.


Village Clerk

Approved as to form and legal sufficiency:


Village Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION


Secretary or Designee

6/30/17
Date

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OFFICIAL DOCUMENT

RESOLUTION NO. 2017-55

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

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

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

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

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

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

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

Section 2. **Approval of the Amendment.** Amendment No. 1 to the Loan Agreement between North Bay Village and the State of Florida, Department of Environmental Protection ("Amendment No. 1") to borrow an additional \$4,202,584 to replace the water meters and service lines, a copy of which is attached as Exhibit "1," is approved.

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

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

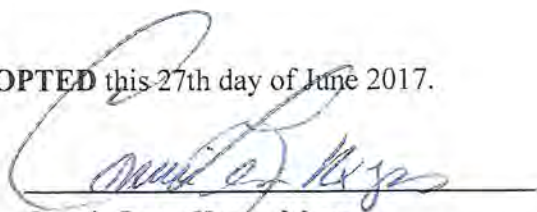
Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by Commissioner Dr. Douglas N. Hornsby, seconded by Commissioner Andreana Jackson.

FINAL VOTE AT ADOPTION:

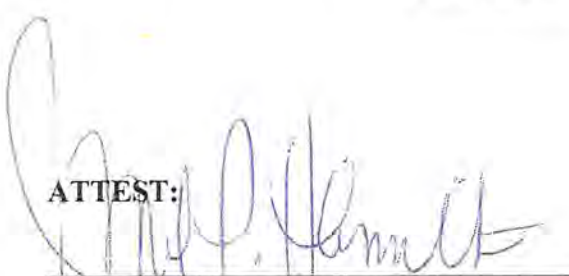
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Dr. Douglas N. Hornsby	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>

PASSED AND ADOPTED this 27th day of June 2017.



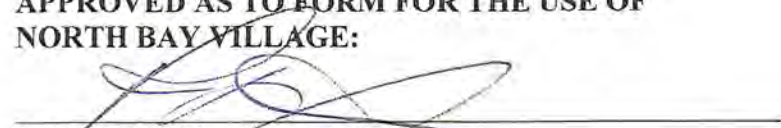
Connie Leon-Kreps, Mayor

ATTEST:



Yvonne P. Hamilton, CMC
Village Clerk

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



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

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



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: June 12, 2017

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

RECOMMENDED BY STAFF: Village Manager Marlen Martell

PRESENTED BY STAFF: Finance Director Bert Wrains

SUBJECT: Approval of Amendment 2 extending the completion date for State
Revolving Loan Fund Agreement Project DW 130420, Water Meter
Replacement

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the appropriate Village Officials to execute the Amendment #2 with the Florida Department of Environmental Protection (FDEP) for Project DW130420 Water Main Rehabilitation.

BACKGROUND:

As a part of the loan process, the Florida Department of Environmental Protection (FDEP) required the Village to prepare an inventory of the existing water meters and facilities in 2013. The Village Commission granted approval to apply to (FDEP) for funds to prepare the Facilities Plan (PLAN), which was completed by Kimley Horn and

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Associates, Inc. This PLAN details the Village's needs and provided estimates for the rehabilitation and replacement of the water mains. FDEP approved an initial loan of \$240,000 for the PLAN. The PLAN has qualified the Village for funding totaling \$4,380,556 to implement and complete the identified water main rehabilitation project. (DW130400).

FDEP approved the first amendment to the loan in June 2017. This provided funding up to the \$4,442,584 at an interest rate of 1.96% for the 20 year loan. The total loan amount, including capitalized interest and other Loan costs is \$4,472,884. The first payment will be due 6 months from the final date of completion of the overall project. Amendment #1 had the completion date as April 15, 2018. The Village has granted the contractor additional time to complete the project and with this amendment the State will grant the Village until November 15, 2018 to complete the project and seek all reimbursements. The first payment will be due February 15, 2019 however, the Village will have to start escrowing the debt service by November 15, 2018

The semi-annual debt service payment (principle and interest) for this loan will be \$129,668. The Village will have to look at raising the water rates in FY 2019 to cover this additional debt service. Based on the adopted FY 2018 budget it is estimated that the water rate may have to be increased by 14.33% to cover the debt service on the loan for Project DW130420 Water Meter Replacement Program. This will result in an estimated increase of \$4.26 per month for a resident that has a monthly consumption of 6,000 gallons of water.

FINANCIAL IMPACT:

The Utility Fund will have to generate an additional \$259,336 in water revenue or reduced expenses to cover this debt service.

PERSONNEL:

None

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Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

March 23, 2018

Mr. Rodney Carrero-Santana
Public Works Director
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141

Re: DW130400 & DW130420 – North Bay Village
Distribution – Water Main Replacement and Automated Meters

Dear Mr. Carrero-Santana:

Attached is a copy of each of the proposed Amendment's to the Village's State Revolving Fund loan agreements. The amendments provide the Village additional time to complete construction activities.

Please have the appropriate officials sign and seal two copies of each amendment and return them to us within three weeks at 3900 Commonwealth Boulevard, MS 3505, Tallahassee, Florida, 32399-3000. We will sign the documents and mail a fully executed original of each amendment to you.

If you have any questions about these amendments, please call Megan Strohl at (850)245-2899.

Sincerely,

A handwritten signature in cursive script that reads "Angela Knecht".

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/ms

Attachment

cc: Frank Rollason – North Bay Village
Bert Wrains – North Bay Village

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STATE REVOLVING FUND AMENDMENT 2 TO LOAN AGREEMENT DW130420 NORTH BAY VILLAGE

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and NORTH BAY VILLAGE, FLORIDA, existing as a local governmental entity (Project Sponsor) under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as a "Party"

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW130420, as amended; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete construction; and

Certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Subsections 2.03 (4) and (5) of the Agreement are deleted and replaced as follows:

(4) Record Retention.

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

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

2. Subsection 2.03 (6) is deleted.
3. Article VI is deleted and replaced as follows:

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

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

(2) Except as provided in Subsections 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14, below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

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

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

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

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(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

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

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

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

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

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

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

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

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(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

4. Section 8.02 of the Agreement is deleted and replaced as follows:

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

5. Section 8.13 is added to the Agreement:

8.13. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

- (1) The Project Sponsor abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

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Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

6. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on May 15, 2019, and semiannually thereafter on November 15 and May 15 of each year until all amounts due under the Agreement have been fully paid.

7. The items scheduled under Subsections 10.07(6), (7), (8) and (9) of the Agreement are rescheduled as follows:

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

(7) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than November 15, 2018.

(8) The date for the certification required under Subsection 2.01(10) of the Agreement is hereby revised. The initial annual certification shall be submitted no later than February 15, 2019. Thereafter, the annual certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.

(9) The first Semiannual Loan Payment in the amount of \$129,668 shall be due May 15, 2019.

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

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This Amendment 2 to Loan Agreement DW130420 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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

for
NORTH BAY VILLAGE

Mayor

Attest:

Approved as to form and legal sufficiency:

Village Clerk
SEAL

Village Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

Agenda Item 9C

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

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

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

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

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

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

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

Revised provisions for audit and monitoring are needed.

The Parties hereto agree as follows:

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

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

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

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

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

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

(2) Audits.

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

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

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

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

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

(3) Report Submission.

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

(4) Project-Specific Audit.

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

(5) Record Retention.

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

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

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

(6) Monitoring.

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

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

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

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

4.03. PERMITS AND APPROVALS.

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

4.04. ENGINEERING SERVICES.

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

4.05. PROHIBITION AGAINST ENCUMBRANCES.

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

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

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

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

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

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

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

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

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

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

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

4.09. ADVANCE PAYMENT.

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

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

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

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

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

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

8.11. PUBLIC RECORDS ACCESS.

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

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

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

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

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

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

8. The following article is added to the Agreement:

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

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

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

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

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

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

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

9.03. INSURANCE REQUIRED.

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

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

9. Additional financing in the amount of \$4,202,584, excluding Capitalized Interest, is hereby awarded to the Project Sponsor.

10. An interest rate of 1.24 percent per annum is established for the additional financing amount awarded in this amendment. However, if this amendment is not executed by the Project Sponsor and returned to the Department before July 1, 2017, the interest rate may be adjusted.

11. The estimated principal amount of the Loan is hereby revised to \$4,472,884, which consists of \$4,442,584 authorized for disbursement to the Project Sponsor and \$30,300 of Capitalized Interest. This total consists of the following:

(a) \$247,500, including \$240,000 authorized for disbursement to the Project Sponsor and \$7,500 of Capitalized Interest, at an of interest rate of 1.96 percent per annum; and

(b) \$4,225,384, including \$4,202,584 authorized for disbursement to the Project Sponsor and \$22,800 of Capitalized Interest, at an of interest rate of 1.24 percent per annum.

12. An additional Loan Service Fee in the amount of \$84,052, for a total of \$88,852, is hereby assessed. The fee represents two percent of the Loan amount excluding Capitalized

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Interest amounts; that is, two percent of \$4,442,584. Estimated Loan Service Fee capitalized interest for the fee amount assessed to date is \$1,220.

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

The Loan shall be repaid in 40 Semiannual Loan Payments.

14. Section 10.05 REPAYMENT SCHEDULE is revised as follows:

The Semiannual Loan Payment amount shall be in the amount of \$129,668. Such payments shall be received by the Department beginning on November 15, 2018, and semiannually thereafter on May 15 and November 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied, after deduction of the Loan Service Fee is complete, toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$4,562,956, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

15. Section 10.06 PROJECT COSTS is revised as follows:

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

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

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PROJECT COSTS

CATEGORY	COST(\$)
Administrative Allowance	22,584
Planning Allowance	78,000
Engineering Allowance	150,000
Construction and Demolition	3,764,000
Technical Services After Bid Opening	428,000
SUBTOTAL (Disbursable Amount)	4,442,584
Capitalized Interest	30,300
TOTAL (Loan Principal Amount)	4,472,884

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

16. Section 10.07 SCHEDULE is amended as follows:

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

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

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

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

(9) The first Semiannual Loan Payment in the amount of \$129,668 shall be due November 15, 2018.

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

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This Amendment 1 to Loan Agreement DW130420 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.


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

for
NORTH BAY VILLAGE



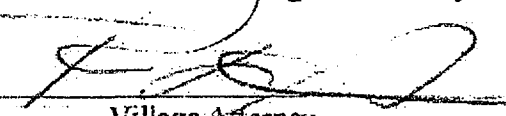
Mayor

Attest:



Village Clerk


Approved as to form and legal sufficiency:



Village Attorney

SEAL

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



Secretary or Designee

6/30/17
Date

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North Bay Village

Administrative Offices

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


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

www.nbvillage.com

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: June 12, 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: Village Manager

SUBJECT: Repealing of Resolution No. 2013-45

RECOMMENDATION:

I am respectfully requesting that the Village Commission repeal Resolution No. 2013-45, Public Emergency Compensation Policy.

BACKGROUND:

This resolution is the primary reason during Hurricane Irma a number of exempt employees received disproportionate compensation that may be disputed by FEMA. Due to Hurricane Irma a total of \$258,059.00 for salaries was submitted to FEMA for reimbursement. If FEMA does not approve the Village's reimbursement request, the cost will be absorbed by the Village taxpayers. I will work with the Village Attorney to craft a practical Resolution that considers FEMA reimbursement requirements.

FINANCIAL IMPACT:

None projected or quantifiable at this time.

PERSONNEL IMPACT:

None

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CONTACT:

Village Manager's Office

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North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: May 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 NORTH BAY VILLAGE, FLORIDA, REPEALING RESOLUTION NUMBER 2013-45 PERTAINING TO VILLAGE EMPLOYEES COMPENSATION DURING PUBLIC EMERGENCY; AND SETTING AN EFFECTIVE DATE.

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

MDM:ypb

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RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, REPEALING RESOLUTION NUMBER 2013-45 PERTAINING TO VILLAGE EMPLOYEES COMPENSATION DURING PUBLIC EMERGENCY; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

WHEREAS, on June 11, 2013, the Village Commission adopted Resolution No. 2013-45 establishing a method and amount of compensation to be paid to Village employees during a public emergency; and

WHEREAS, after Hurricane Irma, implementation of the standard of pay set forth in Resolution No. 2013-45 resulted in substantial personnel cost to the Village; and

WHEREAS, the Village Commission feels that it is in the best interest of the financial integrity of the Village to revise said payment procedures; and

WHEREAS, the Village Commission desires to Repeal Resolution No. 2013-45, while evaluating the compensation process to personnel during public emergency.

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. **Repeal.** Resolution No. 2013-45 is hereby repealed.

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

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

Agenda Item 10A

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 12th day of June 2018.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Norman C. Powell, Esq.
Village Attorney

North Bay Village Resolution: Repeal of Resolution No. 2013-45 – Public Emergency Payment.

Agenda Item 10A

RESOLUTION NO. 2013-45

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, INCORPORATING A PUBLIC EMERGENCY POLICY INTO THE VILLAGE'S PERSONNEL POLICIES AND PROCEDURES MANUAL DATED SEPTEMBER 18, 2012 PROVIDING THE METHOD AND AMOUNT OF COMPENSATION TO BE PAID TO VILLAGE EMPLOYEES DURING A PUBLIC EMERGENCY; AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)*

WHEREAS, it is essential to preserve continuity of government and maintain North Bay Village's essential operations before, during and after a Public Emergency; and

WHEREAS, it is crucial that Village employees be available for the continuity of government and to maintain the Village's essential operations before, during and after a Public Emergency; and

WHEREAS, the Village finds that it is in the best interest of its employees to establish a policy describing the method and amount of compensation to be paid to the Village employees during a Public Emergency; and

WHEREAS, the Village Commission desires to amend the Village's Personnel Policies and Procedures Manual dated September 18, 2012, to incorporate this policy as Chapter 3.17 "Public Emergency Policy"; and

WHEREAS, the Public Emergency Policy is required to facilitate the accounting for and payment to the Village's employees during a Public Emergency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY NORTH BAY VILLAGE, FLORIDA AS FOLLOWS:

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

Agenda Item 10A

Section 2. **Public Emergency Policy.** The Public Emergency Policy is hereby created and adopted and shall be incorporated into the Village's Personnel Policies and Procedures Manual dated September 18, 2012 as follows:

SECTION 3.17. PUBLIC EMERGENCY POLICY

1. Definitions

- a. Public Emergency: Any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property. For the purpose of this Resolution, the Village Manager or designee may declare a public emergency within the Village with or without a declaration of a State of Emergency.
- b. Emergency Leave: Time off with pay granted to all Village employees once the Village Manager or designee ceases normal Village operations due to a public emergency. Emergency Leave applies only to an employee's regular work hours during the time that the Village Manager or designee has ceased normal Village operations.
- c. Authorized Employee: An employee approved to do Emergency Response Work and/or to staff the Emergency Operations Center once the Village Manager or designee has ceased the normal operations of the Village due to a public emergency. Authorization for the employee to work under emergency situations will be directly provided to the employees by their supervisor/department head or the Village Manager.

Agenda Item 10A

- d. Emergency Response Work: Work performed by an Authorized Employee during the time that the Village Manager or designee ceases normal Village operations due to a public emergency.

2. Employee Responsibility

- a. All employees questioning their designation and responsibilities during an Emergency Leave shall contact their Supervisor or Department Director to confirm their duties and responsibilities and the fulfillment of such duties and responsibilities.

3. Pay Policies

- a. All employees, including the Village Manager, are entitled to receive full pay during the time that the Village Manager or designee has ceased Village operations and has authorized Emergency Leave whether or not they work.
 - 1. Employees who do not work during an Emergency Leave will receive their regular compensation.
 - 2. An Authorized Employee who performs Emergency Response Work will receive additional compensation for actual hours worked.

4. Compensation

- a. Compensation for Authorized Employees who perform Emergency Response Work will be as follows:

Agenda Item 10A

1. Non-exempt/ non union employees will be compensated at two times their regular hourly rate for all hours actually worked. All overtime hours worked during this time will also be compensated at two times an employee's regular hourly rate.
2. Non-exempt / union employees will be compensated at the rates established per their respective union contracts.
3. Exempt employees, including the Village Manager, will be compensated at two times their regular hourly rate for all hours actually worked. All overtime hours worked during this time will also be compensated at two times an employee's regular hourly rate. An exempt employee's hourly rate will be calculated by dividing an employee's annual salary by fifty-two and then dividing by forty.
4. If an employee, for any reason, does not report to work when the Village resumes normal operations and Emergency Leave is no longer in effect, that employee will utilize accrued leave, in accordance with the Employee Policies and Procedures. In the absence of accrued leave, the employee will take leave without pay. It is the responsibility of all employees to notify his or her Supervisor or Department Director if he or she is unable to report to work.

Agenda Item 10A

5. Timesheets

- a. Detailed timesheets for all employees must be submitted to the Finance Department- via ADP to account for all hours worked. For hours worked as "Emergency" the employee will be required to attach to their ADP timesheet a written statement from their supervisor / department director authorizing the work of those emergency hours and the employee must also detail the work performed on each "emergency" work day in the "comments" section of their electronic ADP timesheet.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

The motion to adopt the foregoing Resolution was offered by Mayor Connie Leon-Kreps, seconded by Commissioner Jorge Gonzalez.

PASSED AND ADOPTED THIS 11th DAY OF JUNE 2013.

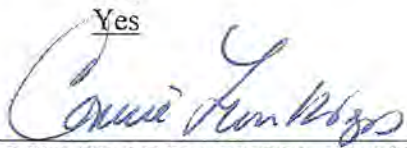
FINAL VOTE AT ADOPTION

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

ATTEST




YVONNE P. HAMILTON, CMC
VILLAGE CLERK



CONNIE LEON-KREPS, MAYOR

Agenda Item 10A

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF NORTH BAY VILLAGE, FLORIDA



WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.L.
VILLAGE ATTORNEY

North Bay Village Resolution: Public Emergency Pay Policy.

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: June 12, 2018

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

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

PRESENTED BY STAFF: Bert Wrains, Finance Director

SUBJECT: Causeway Tower Lease Agreement – Suite 101 & 300,
Second Addendum to Lease

RECOMMENDATION:

It is recommended that Village Commission approve the attached Resolution authorizing the Village Manager to exercise the Second Addendum to Lease option for 9,455 RSF (Suite 300) and 4,240 RSF (Suite 101) at 1666 Kennedy Causeway. The rate for the first year of this 3 year renewal for Suite 300 is \$22.50 RSF and \$21.63 for Suite 101. This is the rate through June 30, 2019. This is the same rate that the Village is paying under the current years lease.

BACKGROUND:

In June 2016, North Bay village entered into a two (2) year lease with Causeway Towers, Inc. This lease includes office space, consisting of the first and third floor of the building at 1666 Kennedy Causeway (Suites 101 and 300). The lease started July 1, 2016 and the second year will expire on June 30, 2018. This lease provides office and operational space for the Village's administration, police department, Post office and the building department operations, and Commission Chambers.

Agenda Item 10B

The landlord for Causeway Towers, LLC has agreed to extend the current two leases to June 30, 2021. The current per square foot (sq ft) rate will be the same as the current year's rates. The renewal rates are listed below in sq ft:

	<u>Suite 101</u>	<u>Suite 300</u>	<u>Annual Cost for both Suites</u>
July 1, 2018 - June 30, 2019	\$ 21.63	\$ 22.50	\$304,449
July 1, 2019 – June 30, 2020	\$ 22.50	\$ 23.40	\$316,627
July 1, 2020 – June 30, 2021	\$ 24.34	\$ 24.34	\$329,292

These rates have a 4.0% increase in the second and third years. The Village has the right to terminate the final year of the lease with 120 days written notice to the Landlord. This lease also provides the Village to right to extend this lease to a fourth year, and the rate shall not increase by more than 4%.

FINANCIAL IMPACT:

The FY 2019 budget will contain \$307,494 for the fiscal year ending September 30, 2019.

PERSONNEL:

None.

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: May 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 SECOND ADDENDUM TO THE LEASE AGREEMENT ("LEASE") BETWEEN NORTH BAY VILLAGE ("VILLAGE") AND CAUSEWAY TOWER LLC ("LESSOR"), FOR THE USE OF OFFICE SPACE LOCATED AT 1666 KENNEDY CAUSEWAY, SUITE 101; PROVIDING FOR EXECUTION; 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 SECOND ADDENDUM TO THE LEASE AGREEMENT ("LEASE") BETWEEN NORTH BAY VILLAGE ("VILLAGE") AND CAUSEWAY TOWER LLC ("LESSOR"), FOR THE USE OF OFFICE SPACE LOCATED AT 1666 KENNEDY CAUSEWAY, SUITE 101; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

WHEREAS, on April 16, 2014, the Village entered into a lease agreement with Causeway Towers, LLC for the use of approximately 4,240 square feet of office space, located at 1666 Kennedy Causeway, Suite 101, which is being utilized as the Commission Chambers, the Building Department, the Post Office, and Cashier Operations; and

WHEREAS, the Village has exhausted the renewal options contained in the Lease Agreement, which is due to expire on June 30, 2018; and

WHEREAS, the parties wish to amend the Lease Termination Date for and additional three (3) years until June 30, 2021. The base rental rate shall be as follows:

July 1, 2018 through June 30, 2019	\$21.63/rsf (current base rate)	\$7,642.60 per month
July 1, 2019 through June 30, 2020	\$22.50/rsf	\$7,950.00 per month
July 1, 2020 through June 30, 2021	\$24.34/rsf	\$8,287.50 per month

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

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

Section 2: **Authorization of Village Manager.** The Village Manager is authorized to execute the agreement between North Bay Village and Causeway Tower, LLC attached hereto as Exhibit 1, for use of office space at 1666 Kennedy Causeway, #101.

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

The foregoing Resolution was offered by Mayor Connie Leon-Kreps, who moved for its adoption. This motion was seconded by Commissioner Eddie Lim, and upon being put to a vote, the vote was as follows:

Agenda Item 10B

The landlord for Causeway Towers, LLC has agreed to extend the current two leases to June 30, 2021. The current per square foot (sq ft) rate will be the same as the current year's rates. The renewal rates are listed below in sq ft:

	<u>Suite 101</u>	<u>Suite 300</u>	<u>Annual Cost for both Suites</u>
July 1, 2018 - June 30, 2019	\$ 21.63	\$ 22.50	\$304,449
July 1, 2019 – June 30, 2020	\$ 22.50	\$ 23.40	\$316,627
July 1, 2020 – June 30, 2021	\$ 24.34	\$ 24.34	\$329,292

These rates have a 4.0% increase in the second and third years. The Village has the right to terminate the final year of the lease with 120 days written notice to the Landlord. This lease also provides the Village to right to extend this lease to a fourth year, and the rate shall not increase by more than 4%.

FINANCIAL IMPACT:

The FY 2019 budget will contain \$307,494 for the fiscal year ending September 30, 2019.

PERSONNEL:

None.

Agenda Item 10B

SECOND ADDENDUM TO LEASE

This Addendum dated as of the ____ day of _____, 2018 is made by and between North Bay Village, a Florida Municipal Corporation ("Tenant") and Causeway Tower, LLC ("Landlord").

WITNESSETH

WHEREAS, Landlord and Tenant have entered into that certain Office Building Lease dated April 16, 2014, as so stipulated in Resolution No. 2014-15, and subsequent HVAC Addendum dated November 6, 2014, and First Addendum To Lease dated June 23, 2016, as so stipulated in Resolution No. 2016-47 pertaining to the Premises located at 1666 Kennedy Causeway, Suite #101, North Bay Village, FL 33141, (the "Building"), containing approximately 4,240 RSF, and

WHEREAS, the parties wish to EXTEND the term of the Lease for the space in which Tenant now occupies in the Building by implementing their Second Renewal Option.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration exchanged between Landlord and Tenant and the respective representations, agreements, and covenants herein contained, Landlord and Tenant agree that the Lease is hereby amended but only as follows:

1. All defined terms in this Addendum, unless otherwise defined herein, shall have the meanings ascribed to them in the Lease.
2. Effective July 1, 2018 the Lease Termination date shall be amended to be June 30, 2021, a Three (3) year renewal.
3. The base rental rate shall increase as follows:

7/1/18 thru 6/30/19	\$21.63/rsf (existing rental rate)	\$7,642.60 per month
7/1/19 thru 6/30/20	\$22.50/rsf	\$7,950.00 per month
7/1/20 thru 6/30/21	\$23.40/rsf	\$8,287.50 per month

4. Provided Tenant is not in default of the term of the Lease or any subsequent Addendums, Tenant will have One (1) Option to Renew for an additional One (1) year. The Base Rental for the Renewal Option Period will be negotiated between Landlord and Tenant at the time that Tenant exercises said option, but shall not be less than the rent in the final year of this Lease Term, and shall increase by more than 4% per year. In the even Tenant fails to exercise the Renewal Option by providing the Landlord with written notice at least sixty (60) days prior to expiration of this Lease Term, the Renewal Option shall terminate, expire and be null and void.

5. RIGHT TO TERMINATE: Notwithstanding anything contained herein (and Original Lease) to the contrary, and so long as Tenant is not in default of the Lease, Tenant will have a Right To Terminate the Lease, after the Second (2nd) year of the Third Addendum To Lease Term, upon One Hundred Twenty (120) days prior written notice to Landlord. This Right to Terminate Lease will be extended into the 4th year should the Tenant exercise their One (1) Year Option to Renew. Should Tenant exercise this Right to Terminate, Tenant shall pay a early termination fee of one (1) month rent to the Landlord.

6. All terms, conditions and provisions of the Lease not expressly amended hereby shall remain in full force and effect, and the Lease as amended hereby is specifically approved, ratified, and confirmed.

Agenda Item 10B

North Bay Village, Suite #101
Second Addendum To Lease
Page 2

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Addendum on the ____ day of _____, 2018.

WITNESS:

TENANT: NORTH BAY VILLAGE,
A FLORIDA MUNICIPAL CORPORATION

1. _____

BY: _____

Print Name

Print Name

2. _____

Title: _____

Print Name

WITNESS:

LANDLORD: CAUSEWAY TOWER, LLC

1. _____

BY: _____

Print Name

Print Name

2. _____

Title: _____

Print Name

Agenda Item 10B

SECOND ADDENDUM TO LEASE

This Addendum dated as of the ____ day of _____, 2016 is made by and between North Bay Village, a Florida Municipal Corporation ("Tenant") and Causeway Tower, LLC ("Landlord").

WITNESSETH

WHEREAS, Landlord and Tenant have entered into that certain Office Building Lease dated June 3, 2013, as so stipulated in Resolution No. 2012-56 and 2013-43, and subsequent Letter Addendum dated May 12, 2014, and First Addendum to Lease dated May 6, 2015, as so stipulated in Resolution No. 2015-35 pertaining to the Premises located at 1666 Kennedy Causeway, Suite #300, North Bay Village, FL 33141, (the "Building"), containing approximately 9,455 RSF, and

WHEREAS, the parties wish to EXTEND the term of the Lease for the space in which Tenant now occupies in the Building by implementing their Second and Final Renewal Option.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration exchanged between Landlord and Tenant and the respective representations, agreements, and covenants herein contained, Landlord and Tenant agree that the Lease is hereby amended but only as follows:

1. All defined terms in this Addendum, unless otherwise defined herein, shall have the meanings ascribed to them in the Lease.
2. Effective July 1, 2016 the Lease Termination date shall be amended to be June 30, 2018, a Two (2) year renewal.
3. The base rental rate shall increase as follows:

7/1/16 thru 6/30/17	\$21.63/rsf (current rental rate)	\$17,042.64 per month
7/1/17 thru 6/30/18	\$22.50/rsf	\$17,728.13 per month

4. Provided Tenant is not in default of the term of the Lease or any subsequent Addendums, Tenant will have One (1) Option to Renew for an additional One (1) year. The Base Rental for the Renewal Option Period will be negotiated between Landlord and Tenant at the time that Tenant exercises said option, but shall not be less than the rent in the final year of this Lease Term, and shall increase by more than 4% per year. In the event Tenant fails to exercise the Renewal Option by providing the Landlord with written notice at least sixty (60) days prior to expiration of this Lease Term, the Renewal Option shall terminate, expire and be null and void.

5. All terms, conditions and provisions of the Lease not expressly amended hereby shall remain in full force and effect, and the Lease as amended hereby is specifically approved, ratified, and confirmed.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Addendum on the ____ day of _____, 2016.

WITNESS:

TENANT: NORTH BAY VILLAGE,
A FLORIDA MUNICIPAL CORPORATION

1. [Signature]

Print Name
2. [Signature]

Print Name

BY: [Signature]

Print Name
Title: [Signature]

WITNESS:

LANDLORD: CAUSEWAY TOWER, LLC

1. [Signature]

Print Name
2. [Signature]

Print Name

BY: [Signature]

Print Name
Title: [Signature]

Causeway Tower, LLC

MEMORANDUM

*1666 Kennedy Causeway, Suite #610, North Bay Village, FL 33141
(305) 868-5881 Fax (305) 868-5883*

Via: Hand Deliver

June 23, 2016

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

RE: Second Addendum to Lease- North Bay Village- Suite #300-9,455 RSF

Dear Mr. Rollason:

Enclosed for your files you will find a fully executed original Second Addendum To Lease Agreement for your Leased Premises located at Causeway Tower, 1666 Kennedy Causeway, Suite #300, North Bay Village, Florida.

We are pleased that you have chosen to extend your Lease at Causeway Tower. We look forward to a continued long lasting and mutually beneficial business relationship.

Sincerely,



Frank Richman
Commercial Property Manager

:fr
Encl.

Agenda Item 10B

FIRST ADDENDUM TO LEASE

This Addendum dated as of the 22 day of July, 2016 is made by and between North Bay Village, a Florida Municipal Corporation ("Tenant") and Causeway Tower, LLC ("Landlord").

WITNESSETH

WHEREAS, Landlord and Tenant have entered into that certain Office Building Lease dated April 16, 2014, as so stipulated in Resolution No. 2014-15, and subsequent HVAC Addendum dated November 6, 2014, pertaining to the Premises located at 1666 Kennedy Causeway, Suite #101, North Bay Village, FL 33141, (the "Building"), containing approximately 4,240 RSF, and

WHEREAS, the parties wish to EXTEND the term of the Lease for the space in which Tenant now occupies in the Building by implementing their First Renewal Option.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration exchanged between Landlord and Tenant and the respective representations, agreements, and covenants herein contained, Landlord and Tenant agree that the Lease is hereby amended but only as follows:

1. All defined terms in this Addendum, unless otherwise defined herein, shall have the meanings ascribed to them in the Lease.
2. Effective July 1, 2016 the Lease Termination date shall be amended to be June 30, 2018, a Two (2) year renewal.
3. The base rental rate shall increase as follows:

7/1/16 thru 6/30/17	\$20.80/rsf (existing rental rate)	\$7,349.33 per month
7/1/17 thru 6/30/18	\$21.63/rsf	\$7,642.60 per month

4. All terms, conditions and provisions of the Lease not expressly amended hereby shall remain in full force and effect, and the Lease as amended hereby is specifically approved, ratified, and confirmed.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Addendum on the 22 day of July, 2016.

WITNESS:

TENANT: NORTH BAY VILLAGE,
A FLORIDA MUNICIPAL CORPORATION

1. [Signature]
Karen M. Guillen
Print Name
2. [Signature]
Supreme Election Board
Print Name

BY: [Signature]
Felix P. Ponce
Print Name
Title: Village Manager

WITNESS:

LANDLORD: CAUSEWAY TOWER, LLC

1. [Signature]
[Signature]
Print Name
2. [Signature]
[Signature]
Print Name

BY: [Signature]
[Signature]
Print Name
Title: [Signature]

Causeway Tower, LLC

MEMORANDUM

*1666 Kennedy Causeway, Suite #610, North Bay Village, FL 33141
(305) 868-5881 Fax (305) 868-5883*

Via: Hand Deliver

June 23, 2016

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


RE: First Addendum To Lease Agreement- North Bay Village- Suite #101

Dear Mr. Rollason:

Enclosed for your files you will find a fully executed original First Addendum To Lease Agreement for your Leased Premises located at Causeway Tower, 1666 Kennedy Causeway, Suite #101, North Bay Village, Florida.

We are pleased that you have chosen to extend your Lease at Causeway Tower. We look forward to a continued long lasting and mutually beneficial business relationship.

Sincerely,



Frank Richman
Commercial Property Manager

:fr
Encl.

CAUSEWAY TOWER, LLC MEMORANDUM

**1666 Kennedy Causeway, Suite #610, North Bay Village, FL 33141
(305) 868-5881 Fax (305) 868-5883**

VIA – Hand Delivered

May 30, 2014

Mr. Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, #300
North Bay Village, FL 33141

RE: Modification to Tenant Improvements for Suite #101

Dear Mr. Rollason:

This letter is in response to your 5/15/14 and 5/29/14 letters requesting approval to modify your Tenant Improvements as originally stated in your Lease Article #9, and as shown on Exhibit A of your Lease Agreement for Suite #101 dated April 16, 2014. These changes and additions as listed in your letters, with the exception of the installation of a separate HVAC Unit, which is attached hereto with revised plan are approved by Landlord.

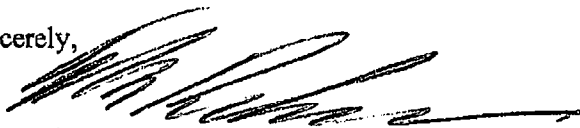
These changes and additions will be completed by Tenant at their sole cost and expense. It is further understood that as stated in Article 13 of your Lease, Tenant shall at Tenant's sole cost and expense, upon written demand by Landlord given at least thirty (30) days prior to the end of the Lease, remove any alterations, additions or improvements, designated by Landlord to be removed, and Tenant shall repair any damage to the Leased Premises caused by such removal.

As to the installation of a Separate HVAC Unit, as previously discussed this will need to be addressed separately and a HVAC Addendum will need to be compiled and executed by both Tenant and Landlord. In order to compile the HVAC Addendum we will need detail specifications of the unit, along with copy of the proposal for installation of said unit which must include the installation of a separate electrical digital sub-meter. Once we have all this information we will then meet with you and the approved HVAC contractor to determine the best location for the unit.

This letter and attachments will now be made a part of the Lease Agreement dated April 16, 2014.

As always, should you have any questions please do not hesitate to call.

Sincerely,



Frank Richman,
Commercial Property Manager

FR:bs
Attachments



RECEIVED
MAY 23 2014

North Bay Village

Village Manager's Office

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

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

May 29, 2014

MODIFICATION BY TENANT TO EXISTING DRIVE-UP TELLER ROOM TO A POLICE ONLY CONTROLLED RESTRICTED ACCESS ROOM

In addition to the requested interior changes as mentioned in the May 15, 2014 memo, the following items shall be included:


INTERIOR

1. A concrete block wall shall be installed between the existing drive-thru teller room and the room immediately adjacent to the north.
2. The interior steps between the existing drive-thru teller room and the room immediately adjacent to the north shall be removed.

EXTERIOR

1. Police Room shall be accessible from the exterior only and be restricted to Police personnel. Landlord shall have no key access to this facility.
2. Police Room shall have access through the current drive-thru lanes by installing a single exterior access door meeting hurricane impact resistance requirements on the south end of the west wall of the existing drive-thru teller room. Door shall have a Miami-Dade County approved NOA (attached) for required impact resistance. Door shall have a 10" x 10" Lexan viewing panel installed. The exterior west wall where the walk-thru access door will be installed shall be completely stucco finished and painted to match the existing building.
3. A concrete landing and walkway meeting ADA requirements shall be installed at the exterior foot of the door and shall connect to the curb adjacent to the drive-thru roadway. Landscaping shall be repaired/replaced as needed and shall include landscaping trim.
4. The night-drop box as well as teller drawer assemblies shall be removed. Exterior wall openings shall be block and concrete filled with stucco and painted to match existing building.
5. A separate mini-split air conditioning unit shall be installed on the east wall of the existing drive-thru teller room with the compressor unit installed outside the east wall in the area where there are existing air conditioning compressor units (see separate memo with more detail) or an area to be agreeable with Landlord.

Sincerely,


Frank K. Rollason
Village Manager

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duval

Commissioner
Jorge Gonzalez

Agenda Item 10B

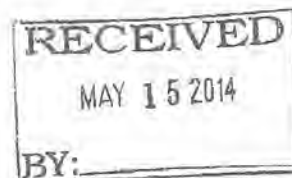


North Bay Village

Manager's Office

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

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



May 15, 2014

This letter will serve as an amendment to Exhibit A which is attached to the lease agreement for Suite 101 at 1666 Kennedy Causeway. The following are the items to be added:

- Item "B" we are only stalling the walls on the south side of the indicated area. On the east side we will install pocket doors.
- Item "C" we will not install double doors, but as noted we will be installing collapsible doors.
- The exiting wall in front of the safe will be removed and a new wall installed approximately 6 feet north of the original wall location.
- We want to install a door on the west exterior wall of the drive thru teller area. We will at our own expense remove part of the existing landscaping (west side where door will be installed). We will then install asphalt, concrete or playground rubberized chips (per landlord's preference)

Sincerely,

Frank K. Rollason
Village Manager
North Bay Village, Florida
1666 Kennedy Causeway – Suite 300
North Bay Village, FL 33141
(305) 756-7171

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Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

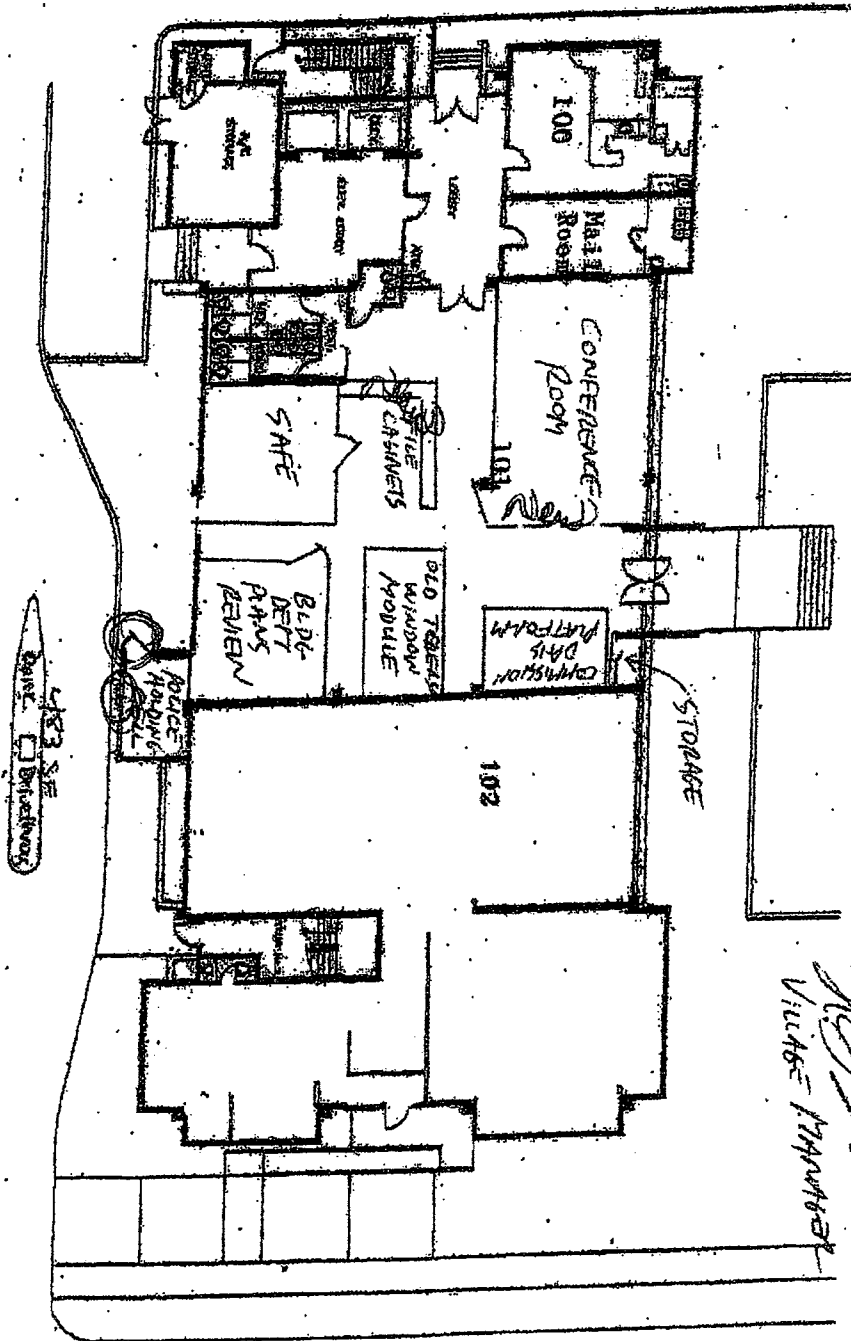
Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

Agenda Item 10B

RECEIVED
MAY 15 2014
BY: _____

SCALE
0 3 6 12 FEET



Agenda Item 10B

Causeway Tower, LLC
1666 Kennedy Causeway, Suite #610, North Bay Village, FL 33141
(305) 868-5881 Fax (305) 868-5883

HAND DELIVERED

May 30, 2014

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

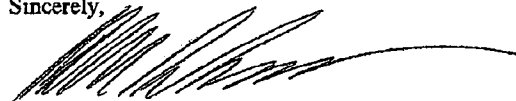
RE: Letter Addendum to Lease, Suite #300
Right to Use Roof Space – Installation of One 12" Communications Antenna

Dear Mr. Rollason:

Enclosed for your files you will find one fully executed original Lease Addendum for your office space located in Suite #300 at Causeway Tower for the3 Right to Use Roof Space to install one 12" Communications Antenna.

Please do not hesitate to call if you have any questions.

Sincerely,



Frank Richman
Commercial Property Manager

FR:bs
Encl.

Agenda Item 10B

CAUSEWAY TOWER, LLC

**1666 Kennedy Causeway, Suite 610, North Bay Village, FL 33141
(305) 868-5881 Fax (305) 868-5883**

LETTER ADDENDUM TO LEASE

May 12, 2014

Mr. Frank Rollason, Village Manager
North Bay Village
A Florida Municipal Corporation
1666 Kennedy Causeway, Suite #300
North Bay Village, FL 33141

RE: Letter Addendum to Lease
Right to Use Roof Space – Installation of One (1) 12" Communications Antenna

Dear Mr. Rollason:

Upon execution, this Letter Addendum shall be attached to and made a part of that Lease Agreement dated June 3, 2013, by and between Causeway Tower, LLC, "Landlord" and North Bay Village, a Florida Municipal Corporation, "Tenant", covering approximately 9,455 net rentable square feet of interior office space known as Suite #300 located in 1666 Kennedy Causeway, North Bay Village, FL 33141.

Landlord hereby agrees to allow Tenant to utilize, approximately 2'x2' foot area of the south parapet wall on the roof to place One (1) 12" Communications Antenna with penetrating mount brackets on parapet wall as per the previously submitted specifications and as shown on the attached Roof Plan, Exhibit "A".

All costs of installation, construction, maintenance, and/or removal, including any required permitting shall be paid by Tenant and shall constitute additional Rent.

Tenant shall not use the Antenna in any way that interferes with the use and/or operations of the Property by; (i) Landlord; (ii) Tenants or licenses of Landlord holding rights to the Property on the date of this Lease Agreement or (iii) future Tenant or licensees of Landlord. Without limiting the generality of the foregoing, Tenant hereby agrees that in the event that the transmission and/or reception of radio, microwave or other telecommunications signals from the Antenna disrupts or interferes with any equipment belonging to the Landlord, an existing Tenant or a future Tenant, it will promptly cease use of the Antenna and transmission and/or receipt of signal within twenty-four (24) hours of written notice until further agreement of the parties, if any.

The Antenna shall be installed and maintained in accordance with all applicable governmental regulations, including zoning and permitting, on the roof of the Property, without penetrating the roof, at a location approved by Landlord, in writing, and shall at all times comply with all applicable governmental regulations. Landlord's approved location for this One (1) Communication Antenna is shown on the attached Exhibit "A" and Tenant shall be allowed to penetrate the south parapet wall to install conduit which run under existing roof conduit to south pump room wall.

Installation and maintenance of the Antenna shall be performed by Tenant, at Tenant's sole cost and expense, and shall meet all requirements of any of Landlord's warranties including but not limited to placement of roof pad under the non-penetrating dish roof mount, if applicable, and placement of the penetrating wall brackets. Any damages caused to the Landlord's property, which includes the roof and parapet wall, by the Antenna, by and for any reason, including but not limited to, lightening strikes and wind damage, shall be paid for by Tenant.

Agenda Item 10B

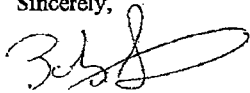
May 12, 2014
Letter Addendum
Page 2

Should Landlord's property insurance increase due to installation of Tenant's Antenna, then Tenant shall reimburse Landlord for said increase or shall cease using the Antenna and remove the Antenna upon reasonable notice. Tenant shall maintain separate liability insurance for said Antenna or it shall be included in Tenant's existing Liability insurance as per the terms of the Lease.

Upon expiration or earlier termination, including by reason of default, of this Lease, Tenant shall at Tenant's sole cost and expense remove the Antenna and restore the Property to its original condition.

Please review, execute with witnesses, and return to this office, for Landlord's execution.

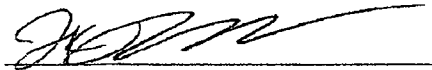
Sincerely,



Bambi Sims
Commercial Property Manager

AGREED & ACCEPTED BY:

Tenant: North Bay Village,
A Florida Municipal Corporation




Frank K. Rouzon Village Manager

Print Name & Title

5/14/14

Date

Witness 1:


Janice Rosado


Print Name

Witness 2:


Evelyn Heebello

Print Name

Landlord: Causeway Tower, LLC



Henri Karckien President

Print Name & Title

5/16/14


Date

Witness 1:


Bambi Sims

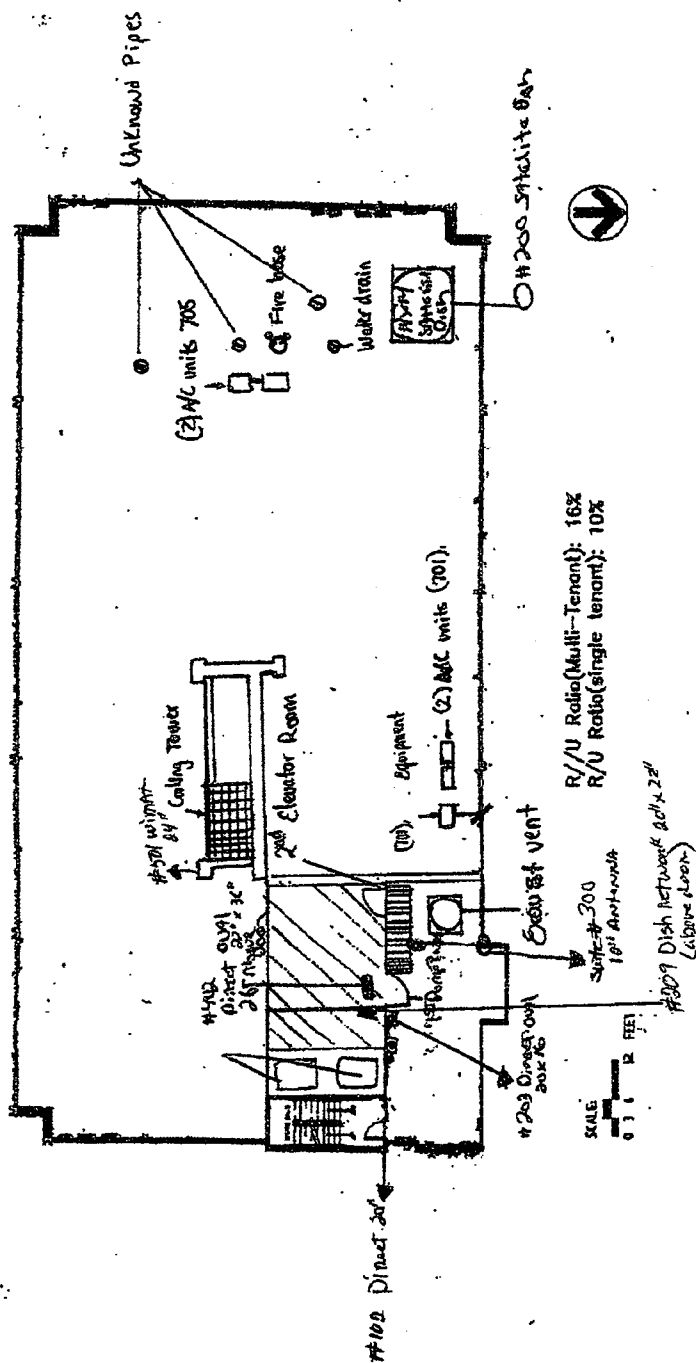
Print Name

Witness 2:


Frank K. Rouzon

Print Name

EXHIBIT "B"
1566 Kennedy Causeway, Suite # 300, North Bay Village, FL 33141
Antenna Location on Parapet Wall.



undated 5/12/14

Agenda Item 10B

CAUSEWAY TOWER, LLC

*1666 Kennedy Causeway, Suite #610, North Bay Village, FL 33141
(305) 868-5881 Fax (305) 868-5883*

HAND DELIVERED

May 30, 2014

Mr. Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, Suite #300
N. Bay Village, FL 33141

RE: New Lease Agreement at Causeway Tower
Suite #101

Dear Mr. Rollason:

Enclosed for your files you will find one fully executed original Lease Agreement for your office space located in Suite #101 of Causeway Tower.

We are pleased you have chosen Causeway Tower. We look forward to a long lasting and mutually beneficial business relationship. Please do not hesitate to call should you have any questions.

Sincerely,



Frank Richman
Commercial Property Manager

FR:bs
Encl.

Agenda Item 10B

(2/25/14 Lease Form) FINAL LEASE 3/12/14

OFFICE BUILDING LEASE

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") made and entered into this 16th day of April, 2014 by and between Causeway Tower LLC, (hereinafter called "Landlord") whose address for purposes hereof is 1666 Kennedy Causeway, Suite #610, North Bay Village, Florida 33141 and North Bay Village, a Florida Municipal Corporation (hereinafter called "Tenant"). Tenant's Main address is 1666 Kennedy Causeway, Suite #300, North Bay Village, FL 33141.

WITNESSETH:

1. **LEASED PREMISES.** Subject to and upon the terms, provisions, covenants and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, Tenant does hereby lease, demise and let from Landlord those certain premises (hereinafter called the "Leased Premises") in the property known as Causeway Tower, (hereinafter called the "Property") located in North Bay Village, Florida, such Leased Premises being more particularly described as follows: approximately 4,240 square feet of net rentable area located at Suite #101 of the Property as reflected on the floor plan of such Leased Premises attached hereto as "Exhibit A" and made a part hereof, identified by the signature or initials of Landlord and Tenant.

2. **TERM.** This Lease shall be for a term of Two (2) years and Two (2) months, commencing on May 1, 2014 (the "Lease Commencement Date") and ending on June 30, 2016 (hereinafter referred to as the "Lease Term"), unless sooner terminated or extended as provided herein.

3. RENTAL

a. Tenant shall pay to Landlord throughout the Lease Term a total Base Rental as hereby defined:

7/1/14 thru 6/30/15	\$20.00/rsf	\$7,066.67 per month
7/1/15 thru 6/30/16	\$20.80/rsf	\$7,349.33 per month

Plus any and all sales, use, transaction, or comparable tax(es) applicable thereto, **noting however that Tenant is tax exempt as it is municipality. Tenant will provide Landlord with a tax exempt certificate as is required by the State of Florida.** Said base monthly rental (hereinafter referred to as the "Base Rental") shall be subject to adjustment as hereinafter provided in this Lease. Any and all such Base Rental, together with all tax(es) thereon, shall be due and payable in advance on or before the first day of each month during the Lease Term, without demand, deduction or offset at the office of Landlord or to such other person or at such other place as Landlord may designate in writing.

Landlord hereby grants to Tenant a rent abatement for the first Two (2) months of the Lease (May and June, 2014) (the "Rent Abatement"). Landlord upon execution of this Lease by Landlord and Tenant hereby acknowledges payment by Tenant the sum of \$7,066.67 with sales tax exemption, totaling \$7,066.67 representing payment of Rent for the first full calendar month of the Lease which will be applied towards July, 2014 Rent. If this Lease commences on a day other than the first day of a calendar month, the Base Rental for the fractional month shall be appropriately prorated.

b. Tenant recognizes that late payment of any Rent (Base Rental plus any additional rents, Operating Expenses and other expenses due hereunder) or other sum due hereunder from Tenant to Landlord will result in administrative expense to Landlord, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if Rent or any other payment due hereunder from Tenant to Landlord remains unpaid five

Agenda Item 10B

(5) days after the same is due, the amount of such unpaid Rent or other payment shall be increased by a late charge, which shall be considered additional Rent, to be paid to Landlord by Tenant in an amount equal to 10 percent (10%) per month of the amount of the delinquent Rent or other payment. The amount of the late charge to be paid to Landlord by Tenant for any particular month shall be computed on the aggregate amount of delinquent Rent and other payments, including all accrued late charges then outstanding. Tenant agrees that such amount is not a penalty, but rather, a reasonable estimate of the loss and expense to be suffered by Landlord as a result of such late payment by Tenant and may be charged by Landlord to defray such loss and expense. In the event any check from Tenant is dishonored for any reason, Tenant shall be required to replace the check with a cashier's check or money order, and the amount owed shall be increased to include a Dishonorable Check Charge of \$50.00 per returned check or the equivalent of the bank charge whichever is greater. The terms of this paragraph in no way relieve Tenant of the obligation to pay Rent or other payments on or before the date on which they are due, nor do the terms of this paragraph in any way affect Landlord's remedies provided elsewhere in this Lease in the event said Rent or other payment is unpaid after the date due.

c. Tenant shall pay to Landlord monthly sales or use tax on all amounts paid as Rent hereunder, which sum is to be paid to the State of Florida, or other applicable governmental entity, by the Landlord. Should such tax rate change under the Florida Sales Tax Statute or other applicable statutes, Tenant will pay Landlord the amounts reflective of such changes. Tenant shall pay Landlord in conjunction with all sums due hereunder, any and all applicable sales, use or other similar tax and any interest or penalties assessed therein ("Sales Tax") simultaneously with such payment. Notwithstanding the foregoing, the parties acknowledge and agree that Tenant is tax exempt as it is a municipality. Tenant will provide Landlord with a tax exempt certificate as is required by State of Florida.

4. RENEWAL OPTION. Provided that Tenant is not in default during the Lease Term, Tenant will have Two (2) options to renew for an additional One (1) year per Renewal Option (the "Renewal Option"). The Base Rent for the First Renewal Option period will be increased by 4% over the prior year's Base Rental. The Base Rent for the Second Renewal Option period will be negotiated between Landlord and Tenant at the time that Tenant exercises said option. In the event Tenant fails to exercise the Renewal Option's by providing the Landlord with written notice at least sixty (60) days prior to expiration of the Lease Term, the Renewal Option shall terminate, expire and be null and void.

5. SECURITY DEPOSIT. Intentionally Omitted. No Security Deposit is being collected from Tenant.

6. OPERATING EXPENSE ADJUSTMENTS. In the event that the cost to the Landlord for the Operating Expenses of the Property, as hereinafter defined, during any calendar year of the Lease Term subsequent to the Base Year Estimates, which the parties hereto agree shall be calendar year 2014 exceed the cost to the Landlord for the Operating Expenses of the Property during the Base year, then Tenant shall pay to Landlord as additional Rent Tenant's proportionate share of the increase in such costs, if any, for each calendar year. The percentage of the increase in Operating Expenses to be paid by the Tenant shall be the percentage which the Net Rentable Area of the Leased Premises (stipulated in Paragraph 1 to be 4,240 sq.ft.) bears to the total Net Rentable Area contained in the Property, which is hereby stipulated to be approximately 62,982 Net Rentable Square Feet. Based on the above, the Leased Premises is 6.732% of the total Net Rentable Area and this percentage multiplied by the increase in Operating Expenses will determine the proportionate share of the increase in Operating Expenses to be paid by the Tenant. Tenant's proportionate share shall be based upon that which is leased during the term with applicable proration's based upon time leased and percentage leased during the applicable lease term. In no event will Operating Expenses be less than the Operating Expenses for Base year. The parties acknowledge and agree that the Operating Expenses for the calendar year 2014 are estimated to be \$9.50 per net rentable square foot. When the actual Operating Expenses is determined for the Base Year, Tenant shall pay the difference between the estimate and actual, if any. However, in the event the actual cost is less than the estimated operating expenses, no refund or reductions shall be given.

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The term "Operating Expenses" as used herein shall include all expenses, costs and disbursements of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership and/or operation of the Property, computed on the accrual basis, but shall not include the replacement of capital investment items and capital improvements. By way of explanation and clarification, but not by way of limitation, these Operating Expenses will include the following:

- a. Wages and Salaries of all employees engaged in operation and maintenance of the Property, employer's social security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages and salaries; the cost of disability and hospitalization insurance, pension or retirement benefits, and any other fringe benefits for such employees;
- b. All supplies and materials used in operation and maintenance of the Property;
- c. Cost of utilities including electricity, fuel oil, gas, sewer and water used by the Property and not charged directly to another Tenant;
- d. Costs of customary Property management, servicing and maintenance of all systems and equipment, including, but not limited to, plumbing, heating, air conditioning, ventilating, lighting, electrical, landscaping, trash removal, parking areas, loading areas, sidewalks, walkways and passageways, fire alarms, fire pumps, fire extinguishers, hose cabinets, lawn sprinklers, security guard service, painting, caulking, pressure or steam cleaning of Property exterior; roof repairs, window cleaning and landscaping, marketing;
- e. Cost of casualty and liability insurance applicable to the Property and Landlord's personal property used in connection therewith;
- f. All Taxes (with the exception of Real Estate Taxes which are discussed under paragraph 8) and assessments and governmental charges whether federal, state, county or municipal, and whether they be by taxing districts or otherwise, and any other taxes and assessments attributable to the Property or its operation excluding, however, Federal and State Taxes on income; and
- g. All charges assessed against the Property or against the underlying land by any property owners association common to the area or subdivision.

A statement of the Operating Expenses for the Base Year will be rendered to the Tenant within one hundred twenty (120) days after the close of the Base Year and each and every year thereafter. Landlord agrees to maintain accounting books and records reflecting Operating Expenses of the Property in accordance with generally accepted accounting principles and Tenant shall have the right to inspect the Landlord's books and records showing the Operating Expenses for the Base Year. The operating statement for the Base Year shall be deemed approved unless protested in writing within **thirty (30) days** after delivery to Tenant. Failure of Landlord to timely deliver the statement required herein shall not waive, relieve or excuse Tenant's obligation to pay for any increases in Operating Expenses. **Tenant shall have full rights to audit said statement and Landlord and/or Tenant's agents, and/or accountant shall cooperate in the audit.**

In the event the Operating Expenses in any year after the Base Year are reduced, because of a major capital improvement of by the use of automation, then the Operating Expenses for the Base Year shall be reduced for the purpose of determining additional Rent as though such improvement or automation was in effect during the Base Year.

The intent of this escalation paragraph is to compensate the Landlord for increases in Operating Expenses. ~~In the event the Property is less than 90% occupied during the Base Year or any subsequent calendar year, the Operating Expenses shall be prorated according to the Tenant's percentage of total occupied space rather than percentage of the overall building.~~ There will be no reduction in rental if the Operating Expenses for the Base Year are higher than the Operating Expenses for a subsequent year.

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Landlord shall, within one hundred twenty (120) days after the close of any calendar year for which additional Rent is due under the provisions of this paragraph, give a written statement to Tenant showing computations for additional Rent due (the "Operating Expenses Adjustment Statement"), except that Landlord may, at Landlord's option, give Tenant a written statement showing the computation of any additional Rent due by reason of an increase in the Operating Expenses referred to in subparagraph f of this paragraph 6 within thirty (30) days after receipt by Landlord of tax or assessment statements enabling Landlord to determine the amount of additional Rent attributable to or resulting therefrom. Tenant shall have the right to inspect Landlord's books and records showing the Operating Expenses for such calendar year and the annual operating statement or Operating Expenses Adjustment Statement shall be deemed approved unless protested in writing within thirty (30) days after receipt by Tenant. Tenant shall make full payment of such additional Rent to Landlord within thirty (30) days after receipt of the Operating Expenses Adjustment Statement for additional Rent. The amount of any such increase, as determined above, shall be used as an estimate for the current year and the amount of such increase shall be divided into twelve (12) equal monthly installments and Tenant shall pay to Landlord, concurrently with the next regular monthly Rent payment due following the receipt of said Operating Expenses Adjustment Statement, an amount equal to one (1) monthly installment multiplied by the number of months from January in the calendar year in which said Operating Expenses Adjustment Statement is submitted to the month of such payment, both months inclusive. Subsequent installments shall be payable concurrently with the regular monthly Rent payments for the balance of that calendar year and shall continue until the next statement for Operating Expenses Adjustment Statement is rendered. If the next or any succeeding comparison year the Operating Expense Adjustment Statement reflects an increase due from Tenant, then upon receipt of the Operating Expenses Adjustment Statement from Landlord, Tenant shall pay a lump sum equal to such total increase in Operating Expenses for the comparison year over the Base Year, less the total of the monthly installments of estimated increases paid in the comparison year, and the estimated monthly installments to be paid for the next year, shall be adjusted to reflect such increase. If in any year the Tenant's share of Operating Expenses is less than the preceding year (after the second year), then upon receipt of Landlord's statement, any overpayment made by Tenant on the monthly installment basis provided above shall be credited towards the next monthly Rent due.

Additional Rent due by reason of the provisions of this paragraph is due and payable even though it may not be calculated until subsequent to the termination date of the Lease; the Operating Expenses for the calendar year during which the Lease terminates shall be pro-rated according to that portion of said calendar year that this Lease was actually in effect. Tenant expressly agrees that Landlord, at Landlord's sole discretion, may apply the Security Deposit specified in Paragraph 5 hereof, if any, in full or partial satisfaction of any additional Rent due for the final months of this Lease by reason of the provisions of this paragraph. If said Security Deposit is greater than the amount of any such additional Rent and there are no other sums or amounts owed Landlord by Tenant, by reason of any other terms, provisions, covenants or conditions of this Lease, then Landlord shall refund the balance of said Security Deposit to Tenant as provided in Paragraph 5 hereof. Nothing herein contained shall be construed to relieve Tenant, or imply that Tenant is relieved of the liability for, or the obligation to pay, any additional Rent due for the final months of this Lease by reason of the provisions of this paragraph if said Security Deposit is less than such additional Rent, nor shall Landlord be required to first apply said Security Deposit to such additional Rent if there are any other sums or amounts owed Landlord by Tenant by reason of any other terms, provisions, covenants or conditions of this Lease.

7. SERVICES Landlord shall furnish the following services to Tenant:

- a. Cleaning services deemed by Landlord to be normal and usual in a comparable building, on Monday through Friday during hours to be determined by Landlord, except that shampooing of carpet as required by Tenant shall be at Tenant's expense.
- b. Automatically operated elevator service, public stairs, electrical current for lighting, incidentals, and normal office use, and water at those points of supply provided for the Leased Premises, and the general use of its tenants at all times and on all days throughout the year.
- c. Air-conditioning on Monday thru Friday from 7:00am to 7:00pm and Saturday from

Agenda Item 10B

8:00am to 3:00pm upon request, except Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. Landlord shall also furnish air-conditioning at such times as are not provided for herein, provided Tenant gives written request to Landlord before 12:00pm on the business day preceding the extra usage and if Tenant requires air-conditioning during such hours, Tenant shall be billed for such service at the rate of \$50.00 per hour per unit and said rate may be changed with thirty (30) days prior written notice.

No electric current shall be used except that furnished or approved by Landlord, nor shall electric cable or wire be brought into the Leased Premises, except upon written consent and approval of Landlord. Tenant shall use only office machines and equipment that operates on the Building's standard electric circuits, but which in no event shall overload the Building's standard electric circuits from which Tenant obtains electric current. Any consumption of electric current in excess of that considered by Landlord to be used, normal and customary for all tenants, or which require special circuits or equipment (the installation of which shall be at Tenant's expense after approval in writing by Landlord), shall be paid for by Tenant as additional Rent paid to Landlord in an amount to be determined by Landlord based upon Landlord's estimated cost of such excess electric current consumption or based upon the actual cost thereof if such excess electric current consumption is separately metered.

Such services shall be provided as long as Tenant is not in default under any of the terms, provisions, covenants, and conditions of this Lease. In no event shall Landlord be liable for any interruption or failure in the supply of any such utilities or services to Tenant or the Leased Premises, nor shall any such failure or interruption constitute an actual or constructive eviction of Tenant from the Leased Premises or result in or give rise to any abatement in any Rent received hereunder.

8. REAL ESTATE TAXES

a. The Operating Expenses shall be increased for each calendar year (hereinafter referred to as the comparison year or years) following the last full calendar year (hereinafter referred to as base year) prior to the calendar year during which the term of this Lease commences (hereinafter referred to as first year) by Tenant's prorata share of any increase for the comparison year over the base year in the amount of real estate taxes incurred or accrued by Landlord relating to the land and Property on which the Leased Premises is a part. (Refer to Paragraph 6)

b. During the first and last year of this Lease, Tenant shall only pay such increase for the fraction of the portion of the year during which the Tenant occupies the Leased Premises. Any increase that cannot be determined upon termination of the Lease Term shall be estimated by the Landlord based upon the previous year's increase at the expiration of the Lease and may be deducted from the Security Deposit.

9. IMPROVEMENTS TO LEASED PREMISES. Tenant is accepting the premises in "as-is" condition. Tenant will be responsible for any and all applicable city and county code permitting compliance. However, Landlord will provide an allowance of up to \$18,000.00 so Tenant may make certain changes and improvements to the Leased Premises as shown on the attached Exhibit "A", which will include removing three (3) interior walls, removing two (2) interior doors, building approximately two (2) new walls, installing one (1) set of double doors, replace carpet and paint through-out leased premises. Landlord will need to approve plans and specifications for any and all tenant improvements prior to commencement of work. Additionally, Tenant's approved contractor will be required to supply Landlord with a Certificate of Insurance naming Landlord as additional insured along with a copy of the executed contract prior to commencement of any improvements.

Landlord shall pay such allowance to Tenant as follows: \$9,000.00 within five (5) days from the commencement of the demolition work and receipt of invoice requisition from Tenant; and the balance of \$9,000.00 within thirty (30) days after receipt of Tenant's requisition accompanied by copy of executed contract, copy of invoices, proof of payment to contractor(s), final contractor affidavit showing all work has been paid in full, full waivers and releases of lien from all subcontractors, materialmen, suppliers, laborers and any other individual or

Agenda Item 10B

entity that furnished a Notice to Owner, General Contractor(s) Full and Final Release of Lien, final inspection and approval from the applicable governmental authority and receipt of unconditional Certificate of Occupancy, if applicable, and any other documents s may be reasonably required by Landlord. Tenant shall submit final requisition to Landlord no later than ninety (90) days from Permit Final and/or Certificate of Completion, and/or Occupancy of Leased Premises, whichever comes first. Failure to do so will nullify Landlord's obligation to pay said allowance

All improvements made to the Leased Premises shall, at the sole option of Landlord, be the property of the Landlord during the Lease Term and/or remain the property of the Landlord upon termination of this Lease.

10. DELAY IN POSSESSION. If the Landlord is unable to give possession of the Leased Premises on the Lease Commencement Date, by reason of the holding over of any prior Tenant or Tenants or for any other reason, an abatement or diminution of the Rent to be paid hereunder shall be allowed Tenant under such circumstances, but nothing herein shall operate to extend the Lease Term beyond the agreed expiration date, and said abatement in Rent shall be the full extent of Landlord's liability to Tenant for any loss or damage to Tenant on account of said delay in obtaining possession of the Leased Premises. If Landlord is unable to give possession of the Leased Premises to Tenant within ninety (90) days after the commencement of the Term of this Lease for any reason, then Tenant shall have the right to cancel this Lease by giving written notice of its intention to cancel this Lease to Landlord within ten (10) days after the expiration of said ninety (90) day period; and upon such cancellation, Landlord and Tenant shall each be released and discharged from all liability on this Lease. There shall be no delay in commencement of the Term of this Lease and/or payment of Rent where Tenant fails to occupy the Leased Premises when same are ready for occupancy, or where Landlord and/or Tenant has a delay in preparing the Leased Premises for occupancy by Tenant failing to promptly approve plans, make material or color selections, or make other decisions necessary for the preparation of the Leased Premises for occupancy. For the purpose of this paragraph, the Leased Premises shall be deemed completed and ready for occupancy by Tenant when the Supervising Architect and/or Landlord's Contractor certifies that the work required by Landlord by reason of Paragraph 9 has been substantially completed in accordance with said approved plans and specifications.

11. PRIOR OCCUPANCY. If Tenant, with Landlord's consent, shall occupy the Leased Premises prior to the beginning of the Lease Term specified in Paragraph 2 hereof, all provisions of this Lease shall be in full force and effect commencing upon such occupancy, and Rent for such period shall be paid by Tenant at the same rate herein specified.

12. REPAIRS. By taking possession of the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises as being in good condition and repair and sanitary order. Tenant shall, at Tenant's sole cost and expense, keep and maintain the Leased Premises and all partitions, doors, fixtures, equipment and appurtenances thereof and improvements thereof, in good order, condition and repair and shall replace any of the same as required by Landlord, including but not limited to: door closures devices and other exterior openings; electrical, mechanical and electromotive installation, equipment and fixture, signs, placards, decoration advertising media of any type or every part thereof, and replace any and all broken glass caused by Tenant, its agents or invitees, in and about the Property, damage thereto from causes beyond the reasonable control of Tenant and ordinary wear and tear excepted. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Leased Premises to the Landlord in good condition, ordinary wear and tear and damages caused beyond the reasonable control of Tenant excepted. Except as specifically provided in another paragraph or addendum to this Lease, Landlord shall have no obligation whatsoever to alter, remodel, improve, repair, decorate or paint the Leased Premises or any part thereof and the parties hereto affirm that Landlord has made no representations to Tenant respecting the condition of the Leased Premises or the Property except as specifically herein set forth.

Notwithstanding the above provisions, Landlord shall repair and maintain the structural portions of the Property, including the roof and base building plumbing, unless such maintenance and repairs are

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caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees or invitees, in which case Tenant shall pay to Landlord the reasonable cost of such maintenance and repairs. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance for those items that Landlord is responsible to repair, unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. There shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Property or the Leased Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense, without the express written approval from Landlord, under any law, statute or ordinance now or hereafter in effect.

13. ALTERATIONS AND ADDITIONS. Except as set forth herein, Tenant shall not make or suffer to be made any alterations, additions or improvements to or of the Leased Premises or any part thereof without the prior written consent of Landlord. Any alterations, additions or improvements to or of said Leased Premises, including, but not limited to, carpeting, wall covering, paneling and built-in cabinet work, but excepting movable furniture, **personal property, removable equipment**, and trade fixtures, shall on the expiration of the Lease Term, at the sole option of Landlord, become a part of the Property and belong to the Landlord and shall be surrendered with the Leased Premises. Tenant must obtain the written consent of the Landlord prior to any alterations, additions or improvements to be made to the Leased Premises and of the contractor or person selected by Tenant to make same. All alterations, additions and improvements shall be made by Tenant at Tenant's sole cost and expense, **except as otherwise provided herein.** Upon the expiration or sooner termination of the Lease, Tenant shall, at Tenant's sole cost and expense, upon written demand by Landlord given at least thirty (30) days prior to the end of the Lease Term, forthwith and with all due diligence, remove any alterations, additions, or improvements, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence at its sole cost and expense, repair any damage to the Leased Premises caused by such removal.

It is further agreed that this Lease is made by the Landlord and accepted by the Tenant with the distinct understanding and agreement that the Landlord shall have the right and privilege to make and build additions to the Property of which the Leased Premises are a part, and make such alterations and repairs to said Property as it may deem wise and advisable without any liability to the Tenant thereof. Landlord reserves all rights to the air space over the Leased Premises and the Property. Landlord reserves the right to use all areas of the Property to accommodate future construction activities in, around, over and under the Property.

14. LIENS. The Tenant herein shall not have any authority to create any liens for labor or material on the Landlord's interest in the Leased Premises and all persons contracting with the Tenant for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration, or repair of any facilities or other improvements on or about the Leased Premises, and all materialmen, contractors, mechanics and laborers, are hereby charged with notice that they must look only to the Tenant and to the Tenant's interests in the Leased Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant.

Tenant further agrees that Tenant will pay all liens of contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and will indemnify Landlord against all expenses, costs and charges, including bond premiums for the release of liens and attorneys' fees reasonably incurred in and about the defense of any suit to discharge the said Leased Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant. In the event any such lien shall be made or filed, Tenant shall bond against or discharge the same within ten (10) days after the same has been made or filed. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as Rent due and shall be included in any lien for Rent.

15. CHARGES FOR SERVICES. It is understood and agreed upon between the parties hereto that any charges against Tenant by Landlord for services or for work done on the Leased Premises by order of Tenant, or otherwise accruing under this Lease, shall be considered as

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Rent due and shall be included in any lien for Rent.

16. QUIET POSSESSION. Upon payment by Tenant of the Rent herein provided, and upon observance and performance of all terms, provisions, covenants and conditions on Tenant's part to be observed and performed, Tenant shall, subject to all of the terms, provisions, covenants and conditions of this Lease Agreement, peaceably and quietly hold and enjoy the Leased Premises for the Lease Term hereby demised.

17. PAYMENT. Tenant agrees that Tenant will promptly pay said Rent at the times and place stated herein; that Tenant will pay charges for work performed on order of Tenant, and any other charges that accrue under this Lease. Any payment due to Landlord under the terms of this Lease shall be deemed to be Rent and/or additional Rent.

18. PERSONAL PROPERTY TAXES. Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable or arise during the Lease Term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures and personal property located in the Leased Premises.

19. USE. Tenant shall use the Leased Premises for Governmental and Administrative Offices, Public Services and Uses, for North Bay Village, and Offices for City of North Bay Village Police Department, and Post Office and shall not use or permit the Leased Premises to be used for any other purpose without the prior written consent of Landlord.

Tenant shall not do or permit anything to be done in or about the Leased Premises or the Property, nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire, flood, hazard, casualty, liability or other insurance upon the Property or any of its contents, or cause cancellation of any insurance policy covering said Property or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Leased Premises or the Property which will in any way obstruct or interfere with the rights of other Tenants or occupants of the Property or injure or annoy them or use or allow the Leased Premises or the Property to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Leased Premises or the Property. Tenant shall not commit or suffer to be committed any waste in or upon the Leased Premises or the Property.

20. INSURANCE. If the Landlord's insurance premiums exceed the standard premium rates because the nature of Tenant's operation results in extra-hazardous exposure, then Tenant shall, upon receipt of appropriate invoices from Landlord, promptly reimburse Landlord for such increase in premiums. It is understood and agreed between the parties hereto that any such increase in premiums shall be considered as additional Rent and shall be included in any lien for Rent. Upon written request of Tenant, Landlord shall provide Tenant with a copy of its policies so long as Tenant is not in default of the Lease.

21. INDEMNIFICATION OF LANDLORD. Tenant hereby indemnifies and holds Landlord harmless from and against suits, claims, losses, liabilities, actions, damages and expenses including but not limited to loss of life, bodily or personal injury, property damage or loss of income which may arise against Landlord and be in favor of any persons, firms or corporations, for any injuries or damages to the person or property of any persons, firms or corporations, consequent upon or arising from the use or occupancy of said Leased Premises by Tenant, or consequent upon or arising from any acts, omissions, neglect or fault of Tenant, its agents, servants, employees, licensees, visitors, customers, patrons or invitees, or consequent upon or arising from Tenant's failure to comply with any laws, statutes, ordinances, codes or regulations as herein provided; from any occurrence in, upon or at the Leased Premises or the occupancy or use by Tenant of said Leased Premises or the Property, or any part thereof. Tenant shall store its property and occupy the Leased Premises at its own risk, and releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage. Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise or equipment, fixtures or other personal property of Tenant or to Tenant's business; and Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or

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damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises. Landlord shall not be responsible or liable for any defect, latent or otherwise, in any building, roof, equipment, machinery, utilities, appliances or apparatus therein. Nor shall Landlord be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage, leakage, steam, running or the overflow of water from the roof or sewage in any part of said premises or for any injury or damage caused by or resulting from Acts of God. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Leased Premises or the Property or of defects therein or in any fixtures or equipment. In case Landlord shall, upon the fault of Tenant, be made a party to any litigation commenced by or against Tenant, then Tenant shall, at its own cost and expense, defend any such suits or actions, and if Tenant fails to do so, Landlord may, at the cost and expense of Tenant and upon prior written notice to Tenant, defend any such suits or actions. In the event that fault is apportioned between Landlord & Tenant then Tenant shall reimburse Landlord for the portion of Landlord's cost and expenses attributable to the percentages of Tenant's fault. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the terms of this Lease. **Notwithstanding anything to the contrary contained herein, Tenant's indemnification shall not extend to the gross negligence of Landlord.**

In the event Tenant has subsidiaries or intends to operate more than one business from the Leased Premises; which occupy the leased space; or leases part of the premises to a subtenant with Landlord's prior written consent as otherwise required under the terms of this lease (hereinafter these entities whether legally related or not shall be referred to as "related entities"); it is hereby understood and agreed that Tenant shall secure whatever occupational licenses and permits may be deemed necessary for said related entities and shall guarantee compliance on behalf of said related entities as to all governmental regulations that may affect, directly or indirectly, the operation of said related entity.

Furthermore, Tenant shall secure liability coverage for all related entities in an amount of not less than that required from Tenant under the terms and conditions of this Lease. These related entities shall be named additional insureds under the Tenant's policy of insurance or proof that such related entity has a separate liability policy in compliance with the terms and conditions set forth in this lease and shall be supplied to Landlord upon the execution of this Lease but in no event later than concurrent with the related entity's occupation of the Leased Premises. Said entities and all subsidiaries shall be subject to and comply with all provisions herein.

Tenant shall indemnify and hold Landlord harmless from any and all liability which may arise as a result of the operation of said related entities. In addition, Tenant indemnifies and holds Landlord harmless from any and all liability for actions brought against Landlord by any individual or entity as a result of the operation or negligence of any related entity, their agents, servants, employees, licensees, visitor, customers, patrons, or invitees.

22. TENANT'S INSURANCE COVERAGE.

a. Tenant agrees that, at all times during the Lease Term (as well as prior and subsequent thereto if Tenant or any of Tenant's agents should then use or occupy any portion of the Leased Premises), it shall keep in force, with an insurance company licensed to do business in the State of Florida, and acceptable to Landlord, comprehensive general liability insurance, including property damage, in the amount of not less than One Million Dollars (\$1,000,000.00) and property damage insurance, including improvements and betterment insurance, with limits of not less than the full replacement value of Tenant's improvements to the Leased Premises (without deductible in so far as liability coverage is concerned and with not more than Five thousand Dollars (\$5,000.00) deductible in so far as property damage is concerned). Such policies shall: (1) include Landlord and Landlord's property manager as additional insureds, and shall include Landlord and Landlord's lender, if any, as additional insured/Loss Payee, (2) be considered primary insurance, (3) include within the terms of the policy or by contractual liability endorsement coverage insuring Tenant's indemnity obligations under paragraph 21, and (4) provide that it may not be canceled or changed without at least thirty (30) days prior written notice to Landlord from the company providing such

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insurance. Tenant will also maintain throughout the Lease Term worker's compensation insurance with not less than the statutory limits of coverage, and (5) shall include coverage for assault and battery. **Tenant is a municipality and is Self-Insured, as such Landlord will be named as a Certificate Holder, not as Additional Insured.**

b. The insurance coverages to be provided by Tenant will be for a period of not less than one (1) year. At least fifteen (15) days prior to the Lease Commencement Date, Tenant will deliver to Landlord original certificates of all such paid-up insurance; thereafter, at least fifteen (15) days prior to the expiration of any policy, Tenant will deliver to Landlord such original certificates as will evidence a paid-up renewal or new policy to take the place of the one expiring.

23. SUBROGATION. Each party will look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Tenant hereby waives and releases all rights of subrogation under Tenant's insurance policies discussed in Paragraph 22 and Tenant will cause each such insurance policy to be properly endorsed to evidence such waiver and release of subrogation in favor of Landlord.

24. RISK OF LOSS OF PERSONAL PROPERTY. All personal property, including removable trade fixtures, placed or moved into the Leased Premises or Property shall be at the sole risk of the Tenant or other owner of such personal property. Neither Landlord nor Landlord's property manager shall be liable to Tenant or others for any damage or loss of personal property or fixtures arising from theft, vandalism, HVAC malfunction, electrical malfunction, bursting or leaking of water or sewer pipes, or any act or omission of any other Tenant or occupant of the building or any other person or entity.

25. ASSIGNMENT AND SUBLETTING. Tenant shall neither voluntarily nor by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other persons (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Leased Premises, or any portion thereof without the prior written consent of Landlord, which consent will not be unreasonably withheld by the Landlord. If Tenant desires to assign or sublet all or a portion of the Leased Premises, Tenant shall first advise Landlord in writing of the name, proposed use of Leased Premises and such financial information as Landlord may reasonably require applicable to the proposed assignee or subtenant. Tenant shall also accompany such request for consent with a copy of the proposed assignment or sublease any other agreements to be entered into concurrently with such assignment or sublease. It shall not be unreasonable for Landlord to withhold consent if the reputation, financial responsibility or business of proposed assignee or subtenant is reasonably unacceptable to Landlord or if the intended use by the proposed assignee or subtenant is not to the use of the Leased Premises authorized Tenant by the provisions of this Lease or if the proposed assignee or subtenant is a present or former Tenant of the Property. Landlord may charge an assignment fee not to exceed three (3) month's Rent. A transfer of ten percent (10%) or more of any interest in the Tenant's entity or this Lease (whether by stock, partnership interest or otherwise) will be deemed an assignment of this Lease. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by any other person. Any assignment or subletting without written consent shall be void, and shall, at the option of the Landlord, constitute a default under this Lease. In the event the Landlord consents to any such assignment or subletting, it shall also have the right to amend the terms and conditions of the Lease to reflect current market conditions.

If this Lease is assigned, or if the Leased Premises or any part thereof is sublet or occupied by anybody other than the Tenant, the Landlord may, after default by the Tenant, collect or accept Rent from the assignee, subtenant, or occupant and apply the net amount collected or accepted to the Rent herein reserved, but no such collection or acceptance shall be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as Tenant, nor shall it be construed as or implied to be, a release of the Tenant from further observance and performance by the Tenant of the terms, provisions, covenants and conditions of this Lease.

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In the event part of the Leased Premises are assigned or sublet, the Tenant shall comply with all indemnification provisions regarding related entities as set forth in paragraph 21 of this Lease as to such subtenant or assignee. In the event of any assignment or subletting of the entire leased premises, then the new Tenant shall comply with all indemnification provisions for related entities as set forth in paragraph 21 herein. Nothing contained herein shall preclude the requirement that the Tenant obtain the Landlord's prior written consent to sublet any part of the leased Premises or to assign any part of this Lease.

26. SUCCESSORS AND ASSIGNS. All terms, provisions, covenants and conditions to be observed and performed by Tenant shall be applicable to and binding upon Tenant, its heirs, successors and/or assigns, subject, however, to the restrictions as to assignment or subletting by Tenant as provided herein. All expressed covenants of this Lease shall be deemed covenants running with the land.

27. ESTOPPEL CERTIFICATE. Tenant agrees that from time to time, upon not less than five (5) business days prior written request by Landlord, Tenant will deliver to Landlord a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the rent and other charges have been paid; and (c) that Landlord is not in default of any provisions of this Lease, or if in default, the nature thereof in detail; and such additional information as Landlord or Landlord's lender may reasonably request. If Tenant fails to timely deliver such statement, Tenant shall be deemed to have acknowledged that the matters contained in the Estoppel Certificate as completed by Landlord on behalf of Tenant are true and correct.

28. SUBORDINATION. Tenant shall acknowledge that this Lease shall be subordinate to any mortgages, now or hereafter encumbering the Property or any part or component thereof, and to all advances made upon the security thereof. This shall be self-operative and no further instrument of subordination shall be deemed necessary by any mortgagee. However, Tenant shall, upon request of any party in interest, execute promptly any reasonable instrument or certificate of subordination of this Lease. If Tenant fails to execute and deliver such instruments within five (5) business days after receipt of a request by Landlord, Tenant hereby irrevocably constitutes and appoints Landlord as its attorney-in-fact to complete, execute and deliver the instruments on its behalf.

If the Property and/or Leased Premises are at any time subject to a mortgage, and Tenant has received written notice from mortgagee of same, then in any instance in which Tenant gives notice to Landlord alleging default by Landlord hereunder, Tenant will also simultaneously give a copy of such notice to each Landlord's mortgagee, and each Landlord's mortgagee, shall have the right (but not the obligation) to cure or remedy such default during the period that is permitted to Landlord hereunder, plus an additional period of thirty (30) days, and Tenant will accept such curative or remedial action (if any) taken by Landlord's mortgagee with the same effect as if such action had been taken by Landlord.

29. ASSIGNMENT BY LANDLORD. If the interests of Landlord under this Lease shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Leased Premises, Tenant shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the Landlord under this Lease, and Tenant does hereby agree to attorn to the Purchaser, including the mortgagee under any such mortgage if it be the Purchaser, as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the Landlord under this Lease. The respective rights and obligations of Tenant and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of Landlord's interests, Landlord shall be released and relieved from all liabilities and responsibility to Tenant thereafter

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accruing under this Lease or otherwise and Landlord's successor by acceptance of rent from Tenant hereunder shall become liable and responsible to Tenant in respect to all obligations of the Landlord under this Lease.

30. FIRE AND CASUALTY: If the Leased Premises shall be partially damaged by any casualty insured under Landlord's insurance policy, Landlord shall, within a reasonable time after receipt of the insurance proceeds, repair the same and all Rent shall be abated as to that portion of the Leased Premises rendered untenable. If the Leased Premises are rendered wholly untenable or if seventy-five percent (75%) of the Property is damaged to such an extent that the Property is uninhabitable in the sole judgment of the City of North Bay Village, then Landlord may elect to repair the damage in which case Rent shall cease until such time is as the Leased Premises shall become tenantable, or Landlord may cancel this Lease by notice of cancellation within sixty (60) days after such event and thereupon this Lease shall expire and Tenant shall vacate and surrender the Leased Premises to Landlord. Tenant's liability for Rent upon the termination of this Lease by Landlord pursuant to this paragraph shall cease the day following the event or damage. Unless this Lease is terminated by Landlord, the proceeds of all of Tenant's insurance claims shall be held in escrow by Landlord's agent for the purpose of repair and replacement. In the event Landlord elects to repair the damage, any abatement or cessation of Rent shall end five (5) days after completion and notice by Landlord to Tenant that the Leased Premises have been repaired, notwithstanding any provision to the contrary contained herein. The parties agree to negotiate the amount of the Rent (plus additional Rent) in the event the Leased Premises are partially destroyed. If any damage is caused by the negligence, gross negligence, willfulness, maliciousness, wantonness or recklessness of Tenant or its employees, agents, invitees, customers, patrons, contractors, guest's servants, said damage shall be promptly repaired by Tenant and there shall be no abatement of Rent.

31. EMINENT DOMAIN. If all of the Leased Premises is taken or condemned for any public or quasi-public use, or so much of the Leased Premises is taken that Landlord, in Landlord's sole discretion, cannot make the Leased Premises reasonably suitable for the use for which they are rented, then, in either event, this Lease shall terminate, at the option of either party, on the date that title vests in the condemning authority. If this Lease is terminated under the provisions of this paragraph, rent shall be apportioned and adjusted as of the date of termination. Tenant shall have no claim against Landlord or against the condemning authority for the value of its leasehold estate or for the value of the unexpired Lease Term. If there is a partial taking of the Leased Premises or the Property and this Lease is not thereby terminated under the provisions of this paragraph, then, at the option of the Landlord, this Lease shall remain in full force and effect, and the Landlord shall, within a commercially reasonable time, repair and restore the remaining portion of the Leased Premises, should they be affected, to the extent necessary to render the same reasonably suitable for the use for which they are rented. Such work shall not exceed the scope of the work required to be done by Landlord in originally constructing the Property or the Leased Premises. Rent shall be prorated according to the portion of the Leased Premises which are still usable and Landlord shall not be required to expend more than the net proceeds of the condemnation award which are attributable to implementation of the cure paid to Landlord. All compensation awarded or paid upon a total or partial taking of the Leased Premises or the Property shall belong to and be the property of the Landlord without any participation by Tenant. Nothing herein shall be construed to preclude Tenant from prosecuting any claims directly against the condemning authority for business damages and cost of removal of trade fixtures, furniture and other personal property belonging to Tenant; provided however, that no such claim shall diminish or adversely affect Landlord's award. After any partial taking of the Leased Premises which does not result in the termination of this Lease, the Base Rental for the remainder of the Lease Term shall be reduced by the same percentage that the floor area of the space taken bears to the usable square feet in the entire Leased Premises.

32. LANDLORD'S LIEN. In addition to any statutory lien for Rent in Landlord's favor, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all Rent, additional Rent, and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper, licenses and other personal property of Tenant situated on the Leased Premises and such property shall not be removed therefrom without the consent of Landlord until all arrearages in Rent, additional Rent as well as any and all other sums of money then due to Landlord hereunder shall first

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have been paid and discharged. In the event of a default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property at public sale upon providing the notice called for by the Uniform Commercial Code or if none is required then five (5) days notice to Tenant. Tenant hereby agrees that this Lease shall constitute a security agreement and further agrees to execute such financing statements and other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for Rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

33. DEFAULT. The occurrence of any one or more of the following events will constitute a default hereafter; (a) Tenant vacates or abandons the Leased Premises for more than fifteen (15) days; (b) Tenant fails to make any payments within 5 days after the due date; (c) Tenant fails to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant other than non-payment of sums due hereunder, and Tenant fails to cure such default within 15 days after notice thereof in writing to Tenant or if such default cannot be reasonably cured within 15 days, unless Tenant begins such cure within 15 days and diligently pursues such cure; however in no event shall the time to cure exceed sixty (60) days; or (d) Tenant petitions to be, or is declared bankrupt, or insolvent according to law, or if a receiver be appointed for Tenant, or for all or a substantial portion of its property, or if an assignment for the benefit or creditors is made by Tenant. Landlord's acceptance of payment, in whole or in part, from Tenant does not constitute a waiver of any of Landlord's rights under this Lease or provided by Florida Law.

Landlord and Tenant agree that, should Tenant lease additional space in the Property or if Tenant is presently leasing such additional space, a default under this Lease between Landlord and Tenant shall constitute a default of Tenant under all leases with Landlord, and Landlord may take any action with respect to any or all Leases as Landlord, at its sole option, may elect.

34. REMEDIES IN EVENT OF DEFAULT. Upon the occurrence of any one or more such events of default, Landlord may, at its election, exercise any one or more of the following options:

a. Terminate Tenant's right to possession under this Lease and re-enter and take possession of the Leased Premises and re-let or attempt to re-let said Leased Premises on behalf of the Tenant, at such rent and under such terms and conditions as Landlord may deem best under the circumstances for the purpose of reducing Tenant's liability, and Landlord shall not be deemed to have accepted a surrender of the Leased Premises, and Tenant shall be liable for all Rent which may be or become due under this Lease and for all damages suffered by Landlord because of Tenant's breach of any of the covenants of this Lease. At any time during such repossession or re-letting, Landlord may, by delivery of written notice to Tenant, elect to exercise its option under the following subparagraph to accept a surrender of the Leased Premises, terminate and/or cancel this Lease and take possession and take possession and occupancy of the Leased Premises;

b. Declare this Lease to be terminated, and take possession of the Leased Premises whereupon the term hereby granted and all rights, title and interest of Tenant in and to the Leased Premises shall end. Such termination shall be without prejudice to Landlord's right to collect from Tenant any rental which has accrued prior to such termination, together with all damages suffered by Landlord because of Tenant's breach of any covenant of the Lease;

c. Declare the entire remaining unpaid Rent for the balance of this Lease and any rental abatement previously given shall be nullified and all shall be immediately due and payable forthwith, and at once take action to recover and collect same, either by distress or otherwise; and/or

d. Exercise any and all rights and privileges that Landlord may have under the laws of the State of Florida, and/or of the United States of America.

The exercise by Landlord of any one or more of the options provided to it under this Lease shall not affect Landlord's right to exercise any of its other options contained in this Lease or

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provided by law.

e. Landlord will store Tenant's property left in the Leased Premises, at Tenant's expense, for a period of ten (10) days after which time Landlord shall have the right to sell the property at public or private sale and apply the proceeds of any such sale, first to the cost of storage and then to any amount due Landlord from Tenant. Any excess proceeds shall be delivered to Tenant's last known address.

35. ATTORNEYS' FEES. The prevailing party shall be reimbursed for all costs, including but not limited to, reasonable attorneys' fees incurred for negotiation, mediation, arbitration, written and verbal communications, correspondence, interpretation, research, all pre-trial matters, trial, all post-trial matters, all appellate levels, collections, enforcement of judgments and expenses, incurred in any litigation arising from this Lease.

36. ENTRY BY LANDLORD. Tenant shall have the right to restrict access to certain areas for the protection of confidential information. However, Landlord shall be granted access to inspect entire premises during regular business hours with 24 hours advance written notice to Tenant, unless in the case of an emergency wherein no notice shall be required. Landlord reserves and shall at any and all times have the right, upon 24 hours' notice to Tenant prior to said entry; unless in case of emergency wherein no notice shall be required, to enter the Leased Premises, inspect the same, supply janitorial service and any other service to be provided by Landlord to Tenant hereunder, to submit said Leased Premises to prospective purchasers or Tenants, to post notices of non-responsibility, and to alter, improve or repair Leased Premises and any portion of the Property that Landlord may deem necessary or desirable, without abatement of Rent and may for the purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Leased Premises shall not be blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claims for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Leased Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Leased Premises without liability to Tenant. Any entry to the Leased Premises obtained by Landlord by any of said means, or otherwise shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of Tenant from the Leased Premises or any portion thereof.

37. COMPLIANCE WITH LAW. Tenant shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alteration of the Leased Premises. Tenant shall procure at its sole expense any permits and licenses required for the transaction of business in the Leased Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

38. COMMON AREAS. In addition to the Leased Premises, Tenant has the right to use, in common with others, the public entrances and walkways of the Property. Such common areas serving the Property will at all times be subject to Landlord's exclusive control and management. Landlord shall have the full right and authority to make and enforce rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas.

39. SURRENDER OF PREMISES. Tenant agrees to surrender to Landlord at the end

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of the Lease Term and/or upon cancellation of this Lease, said Leased Premises in as good condition as said Leased Premises were at the beginning of the rent commencement date as shown in paragraph 3, ordinary wear and tear excepted unless expressly provided otherwise herein. Tenant agrees that it will give thirty (30) days prior written notice to Landlord of its intent to vacate the Leased Premises. Tenant agrees that if Tenant does not surrender said Leased Premises to Landlord at the end of the Lease Term, then Tenant will pay to Landlord all damages that Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of said Leased Premises, and will indemnify and save Landlord harmless from and against all claims made by any succeeding Tenant of said Leased Premises against Landlord on account of delay of Landlord in delivering possession of said Leased Premises to any succeeding Tenant so far as such delay is occasioned by failure of Tenant to so surrender said Leased Premises in accordance herewith or otherwise.

No receipt of money by Landlord from Tenant after termination of this Lease or the service of any notice, demand, suit or judgment shall reinstate, continue or extend the Lease Term or affect any such notice, demand, suit or judgment.

No act or thing done by Landlord or its agent during the Lease Term hereby granted shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid unless it be made in writing and subscribed by a duly authorized officer or agent of Landlord.

Landlord reserves the right upon giving sixty days advance notice to Tenant, to relocate Tenant's Leased Premises to any other available rentable area of substantially equal area and equivalent rental.

In the alternative, Landlord may elect to terminate this Lease by giving a written termination notice to Tenant (the "Termination Notice"), and, if Landlord gives such notice the Lease Term shall cease and expire on the 90th day after the date of the notice, with the same force and effect as is such day were the natural expiration date of the Lease Term, and on such 90th day, Tenant shall vacate the Leased Premises and surrender them to Landlord in the condition required by the Lease. Through the effective termination date, all terms and conditions of the Lease will be in full force and effect.

40. **HOLDING OVER.** If Tenant remains in possession of the Leased Premises or any part thereof after the expiration of the Lease Term hereof, without the written consent of Landlord, Tenant shall be a Tenant at will and such tenancy shall be subject to all the provisions of this Lease except that the monthly rental shall be double the monthly Rent payable for the last month immediately preceding said holding over for which the full amount of Rent was due, and, in addition thereto, Tenant shall pay to Landlord all consequential damages sustained by reason of the Tenant's retention of possession. If Tenant remains in possession of the Leased Premises or any part thereof after the expiration of the Lease Term hereof, with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of the last monthly Rent for which the full amount of Rent was due, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy. The provisions of this paragraph shall not be construed as a consent by Landlord to the possession of the Leased Premises by Tenant after the expiration of the Lease Term, and shall not be deemed to limit or exclude any of Landlord's rights of re-entry or any other rights granted to Landlord hereunder or under law.

41. **RULES AND REGULATIONS.** Tenant agrees to conduct its business at all times in a high class reputable manner. Tenant agrees to comply with all applicable governmental laws, rules and regulations respecting the use of and operations and activities on the Leased Premises and the Property, including, sidewalks, streets, approaches, drives, and parking areas, and shall not make, suffer or permit unlawful, improper or offensive use of the Leased Premises or the Property or permit any public or private nuisance therein. Tenant shall not make any use of the Leased Premises or the Property which renders void or voidable any fire insurance policy or extended coverage insurance on the Property. Tenant agrees to pay any and all costs associated with the storage of flammable substances on same. Tenant shall not burn any trash of any kind in or about the Leased Premises or the Property. Tenant shall not display any merchandise or install any showcase, or other obstructions on the outside of the Leased Premises or in any adjacent sidewalks or passageways adjoining the Leased Premises or on the Property. Tenant shall maintain loudspeakers, noise-making devices in such manner so as to be audible only to anyone inside the Leased Premises.

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Tenant agrees to comply with all reasonable rules and regulations Landlord may adopt from time to time for operation of the Property and parking areas and protection and welfare of Property and parking areas, its Tenants, visitors, and occupants. The present rules and regulations, which Tenant hereby agrees to comply with, entitled "Rules & Regulations" are attached hereto and are by this reference incorporated herein. Any future rules and regulations shall become a part of this Lease, and Tenant hereby agrees to comply with the same upon delivery of a copy thereof to Tenant providing the same are reasonable and do not deprive Tenant of its rights established under this Lease.

42. SIGNS. Landlord shall have the right to install signs on the interior and exterior of the Property and within the Leased Premises and/or change the Property's name or street address or the suite number of the Leased Premises. Landlord does not warrant or represent that Tenant shall be able to install or replace signs on or about the Leased Premises without the express written consent of Landlord which shall not be unreasonably withheld. Tenant at Tenant's sole cost and expense, is authorized to install a panel on Landlord's existing Pylon sign. Additionally, Tenant is authorized, at Tenant's sole cost and expense, to install a sign directly above the north entrance of the Leased Premises. Tenant will be required to submit plans to the Landlord for prior approval of all signage. Upon Landlord's approval Tenant will be required to obtain proper permitting and approval from city and/or county governmental authorities.

43. NO RECORDATION. Neither this Lease nor any part hereof, nor any memorandum of same shall be recorded by Tenant in the public records, either by itself or as a part of any document. The violation of this provision by Tenant shall, at the option of Landlord, constitute a default under this Lease.

44. WAIVER OF TRIAL BY JURY. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant and Tenant's use of or occupancy of the Leased Premises. Tenant further agrees that it shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based upon non-payment of Rent or any other payment required of Tenant hereunder.

45. WAIVER. Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity. No waiver by Landlord of a default by Tenant shall be implied, and no express waiver by Landlord shall effect any default other than the default specified in such waiver and that only for the time and extension therein stated.

No waiver of any term, provision, condition or covenant of this Lease by Landlord shall be deemed to comply or constitute a further waiver by Landlord of any other term, provision, condition or covenant of this Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use another.

Notwithstanding anything to the contrary contained herein, in the event Tenant is in default under this lease, Landlord may, at its sole option, immediately or at any time thereafter, without waiving any claim for breach of agreement, and without notice to Tenant, cure such default for the account of Tenant. If Landlord shall institute an action or summary proceeding against the Tenant based upon such default, or if the Landlord shall cure such default(s) for the account of Tenant, the Tenant shall pay all costs and expenses incurred by Landlord in curing such defaults including reasonable attorneys' fees, including but not limited to those for all negotiations, correspondence, communications, mediation, arbitration, administrative proceedings, pre-trial, trial and post-trial matters, which sums, together with interest at the rate of fifteen (15%) percent per annum shall be due and payable on demand, and shall be deemed to be additional Rent. Landlord shall not be responsible to Tenant for any loss or damage resulting in any manner by reason of its undertaking

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any acts in accordance with the provisions of this Lease.

46. DEFAULT UNDER OTHER LEASE. If the term of any lease, other than this Lease, made by either the Tenant, principals of the Tenant or companies affiliated with the Tenants, for any other space in the Property shall be terminated or terminable after making of this Lease because of any default by either Tenant, principals of the Tenant or company affiliated with the Tenant under such other Lease, such default shall, ipso facto, constitute a default hereunder and empower Landlord, at Landlord's sole option, to seek the remedies set forth in Paragraph 34.

47. SEVERABILITY. If any term, provision, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term provision, covenant or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

48. TIME. It is understood and agreed between the parties hereto that time is of the essence as to all the terms, provisions, covenants and conditions of this Lease. Whenever the consent of Tenant shall be required hereunder such consent shall not be unreasonably withheld or delayed.

49. DEFINITIONS AND PARAGRAPH HEADINGS. The terms Landlord and Tenant as herein contained shall include singular and/or plural, masculine, feminine, and/or neuter, heirs, successor, executors, administrators, personal representatives and/or assigns wherever the context so requires or admits. The terms, provision, covenants and conditions of this Lease are expressed in the total language of this Lease and the paragraph headings are solely for the convenience of the reader and are not intended to be all inclusive.

50. TENDER AND DELIVERY OF LEASE INSTRUMENT. Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation or option for the Leased Premises or any other space in, on or about the Property. This Lease becomes effective as upon execution and delivery by both Landlord and Tenant.

51. JOINT OBLIGATION. If more than one Tenant is a party to this Lease, the obligations hereunder imposed upon Tenant's shall be joint and several.

52. AUTHORITY OF PARTIES. The parties warrant that the person or persons executing this Lease on behalf of such party have authority to do so and fully obligate such party to all terms and provision of this Lease. If either party to this Lease is an entity, each individual executing this Lease on behalf of said entity represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said entity, in accordance with a duly adopted resolution of the Tenant's Commission approving this Lease or of the board of directors of said entity or in accordance with the bylaws of said entity and that this Lease is binding upon said entity in accordance with its terms. Tenant warrants that it has the authority to and does hereby bind all related entities to the obligations of Tenant in the Lease.

53. LIABILITY OF LANDLORD. The liability of Landlord under this Lease is limited to Landlord's interest in the Property and land upon which it is situated, and any judgment against Landlord will be enforceable solely against Landlord's interest in said Property and land. If Landlord herein is a partnership, limited liability company or other entity, Tenant waives any and all rights to proceed against the individual partners, managers, members, officers, directors or shareholders of said entity.

54. NOTICES. Any notice given Landlord as provided for in this Lease shall be sent in writing and shall be sent to Landlord by personal delivery or by overnight delivery by nationally recognized overnight carrier, addressed to Landlord at Landlord's Property Management Office at the address listed below in this paragraph. Any notice to be given Tenant under the terms of this Lease shall be in writing and shall be sent by personal delivery or by U.S. Mail service or by overnight

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delivery by nationally recognized overnight carrier, to the office of Tenant in the Leased Premises in the Property at the address listed below in this paragraph. Notice delivered personally will be deemed to have been given as of the date of notice delivery and notices given by mail will be deemed to have been given twenty four (24) hours after the time said properly addressed notice is placed in the mail or with the nationally recognized overnight carrier. Either party, from time to time, by such notice, may specify another address to which subsequent notices shall be sent.

To Landlord: Causeway Tower, LLC
1666 Kennedy Causeway, #610
North Bay Village, FL 33141

To Tenant: North Bay Village
Attn: Village Manager
1666 Kennedy Causeway, Suite #300
North Bay Village, FL 33141

55. APPLICABLE LAW. The Lease shall be governed by the Laws of the State of Florida.

56. ADDENDUM OR RIDER. All Addenda, or Riders, if any signed by the Landlord and Tenant and endorsed on or affixed to this Lease are a part hereof. If there is a conflict between any such Addenda, or Riders, and the printed form of this Lease, the provisions of such Addenda, or Riders, shall supersede the printed form. Jurisdiction and venue for any dispute arising from this Lease shall be in Miami-Dade County, Florida.

57. FORM ALTERATIONS. Typewritten or handwritten changes or additions inserted herein shall supersede and control if they conflict with the printed Lease form. Any such changes or additions shall not be valid or enforceable unless initialed by both parties.

58. WRITTEN AGREEMENT. This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by Landlord and Tenant. No surrender of the Leased Premises, or of the remainder of the terms of this Lease shall be valid unless accepted by Landlord in writing. Tenant acknowledges and agrees that Tenant has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

59. BROKERS. Tenant warrants that it has no dealings with any real estate broker or agents in connection with the negotiation of this Lease, except for None. Tenant further warrants that it knows of no other real estate broker or agent, other than those who are named above, who is entitled to a real estate commission in connection with this Lease and Tenant agrees to indemnify Landlord against any claims for commission and expenses created by such claim by any other real estate broker or agent with whom the Tenant may have dealt or communicated.

60. ENVIRONMENTAL HAZARDS. The Tenant shall not store or dispose of any hazardous materials of any type in, on or about the Leased Premises, the Property, or adjacent thereto without Landlord's express written consent which may be withheld for any reason whatsoever in Landlord's sole and absolute discretion. Hazardous materials shall consist of those defined as such by any local, state or federal agency, or any other toxic, corrosive reactive or ignitable material. The Tenant shall document all hazardous waste disposal, if any, and keep the same on file for five (5) years and shall document the same by one of the following types of documentation: A hazardous waste manifest; a bill of lading from a bonded hazardous substance transporter showing shipment to a licensed hazardous waste facility; or a confirmation of receipt of material from a recycler, a waste exchange operation or other permitted hazardous waste management facility. Tenant agrees not to generate hazard effluent. Tenant shall allow reasonable access to facilities for monitoring of the above by Landlord, Miami-Dade County, DERM and the Florida DER and any other applicable or controlling governmental agency to assure compliance with the above as well as any other conditions relating to the use of the subject property.

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Tenant shall immediately notify Landlord in writing of any (a) spill, release, discharge or disposal of any Hazardous Materials as defined hereinabove in, on, upon, adjacent to or under the Leased Premises or any other part of the Property by Tenant or its subtenant or any of their respective agents, employees, licensees, invitees or contractors (a "Hazardous Material Event"), (b) enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated or threatened by reason of a Hazardous Material Event, (c) claim made or threatened against Tenant, the Leased Premises or any other part of the Property in any way relating to a Hazardous Material Event and (d) reports made to any environmental agency arising out of or in any way connected with a Hazardous Material Event, including complaints, notices, warnings, reports or asserted violations in connection therewith. Tenant also shall supply to Landlord, as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to Hazardous Materials upon, in, on, adjacent to or under the Leased Premises or any other part of the Property and/or the use of the same by Tenant or its subtenant or any of their respective agents, employees, licensees, invitees or contractors.

61. **PARKING.** During the Lease Term, Tenant shall have the right to use it pro-rata share, 2.6/1000 square feet, of parking spaces in the parking areas adjacent to the Property (the "Parking Lot") for parking by Tenant's employees, agents, customers, invitees and guests. Such parking shall be free of charge. If, at any time, Landlord reasonably determines that Tenant's use of the Parking Lot has exceeded the number of parking spaces allocated to Tenant, Landlord shall give Tenant written notice and Tenant shall, at Tenant's risk and at Tenant's expense, make arrangements for employee parking at a site located off the Property sufficient to reduce Tenant's use of the Parking Lot to the required ratio. Landlord may designate the area within which cars may be parked, Landlord may reserve spaces for specific purposes or Tenants, and Landlord may change any and all parking space designations from time to time. Landlord may make, modify and enforce rules and regulations relating to the parking of vehicles in the Parking Lot, and Tenant shall abide by such rules and regulations. Tenant recognizes that vandalism, theft and other crimes commonly occur in parking lots and that the costs required to prevent all such occurrences would be prohibitive. Accordingly, Tenant acknowledges and agrees that all persons using the parking facilities do so at their own risk and that neither Landlord nor any firm that may operate or provide security services to the Property nor any of their respective officers, employees or agents shall have any liability whatsoever for any damages, losses, or injuries to person or property of any kind sustained as a result of any occurrences on the Property, excepting those caused by acts of gross negligence or willful misconduct on the part of the respective party.

Tenant shall be entitled to Three (3) Covered and Six (6) Not Covered parking spaces, numbers #18, #19, #20 Covered, and the location of the Six (6) Not Covered parking spaces will be on the North side of the building in front of Suite #101 as marked reserved parking spaces which is its pro-rata share. Tenant shall be allowed, at its sole cost and expense, to install pole reserved signage in front of the bumpers of the Six (6) Not Covered parking spaces noted herein. Tenant must receive prior written approval from Landlord as to the size, wording, and manner of installation. The appropriate numbered car stop will be marked with the word "Reserved". Tenant will be responsible for policing and stickering its reserved spaces. Landlord reserves the right to reassign reserved spaces at any time for any reason with 30 days notice to Tenant.

62. **INCREASED SECURITY:** If at any time(s), in Landlord's sole and absolute discretion, Landlord determines that, as a result of Tenant's business operations at the Leased Premises or upon the Property, it is necessary to provide increased security for the Leased Premises and/or the Property, then Landlord may require Tenant to immediately employ such person(s), firms, devices, etc., as Landlord deems sufficient to effect such security, for any period of time that Landlord deems such need to exist, and upon request, Tenant shall employ such person(s), firms, devices, etc., and Tenant shall pay all costs in connection therewith, as and when due. Such person(s), firms, devices, etc., will be subject to Landlord's prior written approval in each instance. In the event Tenant fails to employ such person(s), firms, devices, etc., then Tenant shall be in default and Landlord may employ such person(s), firms, devices, etc. at Tenant's expense, which

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costs shall be deemed additional Rent. Nothing herein will impose on Landlord the obligation at any time to effect security measures for the Leased Premises and/or the Property.

63. SALE OR TRANSFER BY LANDLORD. In the event of a sale or conveyance by Landlord of the Property, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease for all responsibility. Tenant agrees to attorn to the purchaser or assignee in any such sale.

64. RADON GAS NOTIFICATION.

In compliance with Florida law, Landlord is required to provide the following notification:

"Radon Gas: Radon is naturally occurring radioactive gas that, when it has accumulated in a 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. Additional information regarding radon and radon testing may be obtained from your county public health unit."

65. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA). Tenant shall be responsible for and shall bear all costs and expenses associated with any and all alterations to the Leased Premises which may be required by the ADA of 1990 and amendments thereto (hereafter "ADA"). Tenant shall indemnify and hold Landlord harmless from and against any and all costs incurred arising from the failure of the Leased Premises or the Property to conform to the ADA, including, the cost of making alterations, renovation, or accommodations required by the ADA, or any governmental enforcement agency, or any court, any and all fines, civil penalties, and damages awarded against Landlord resulting from a violation or violations of the ADA, and all reasonable costs incurred in defending claims made under the ADA, including reasonable attorneys' fees, including but not limited to those incurred by Landlord for all negotiations, correspondence, communications, mediation, arbitration, administrative proceedings, pre-trial, trial and post-trial matters.

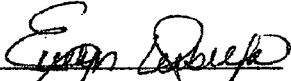

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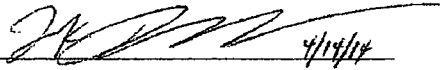
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

WITNESS AS TO TENANT:

TENANT:

NORTH BAY VILLAGE,
A FLORIDA MUNICIPAL CORPORATION

1. 
2. 

By:  4/14/14

Print Name & Title: FRANK K. ROLLASON
VILLAGE MANAGER

1. _____

By _____


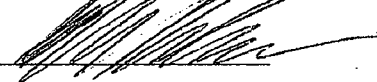
2. _____


Print Name & Title: _____

WITNESS AS TO LANDLORD:

LANDLORD:

CAUSEWAY TOWER, LLC,
A Florida Limited Liability Company

1. 
2. 

By 

Print Name & Title: Heavii Kordchian, President

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RULES AND REGULATIONS

1. **Other than as set forth in the Lease or otherwise approved by Landlord**, no sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Property without the written consent of Landlord. Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord and in conjunction with all city and county code compliance.

Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Leased Premises; provided, however, that Landlord may furnish and install a Building standard window covering at all exterior windows. Tenant shall not without prior written consent of Landlord cause or otherwise unscreen any window.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed or used by them for any purposes other than for ingress and egress from their respective Leased Premises.

3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Leased Premises. Landlord may at all times keep a pass key to the Leased Premises. All keys shall be returned to Landlord promptly upon termination of this Lease. **Tenant shall have the right to restrict access to certain areas for the protection of confidential information. However, Landlord shall be granted access to inspect entire premises during regular business hours with 24 hours advance written notice to Tenant, unless in the case of an emergency wherein no notice shall be required.**

4. The bathrooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees shall have caused it.

5. Tenant shall not overload the floor of the Leased Premises or in any way deface the Leased Premises or the Property.

6. No furniture, freight or equipment of any kind shall be brought into the Property without the prior notice to Landlord and all moving of the same into or out of the Property shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Property and also the times and manner of moving the same in and out of the Property. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damages done to the Property by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.

7. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Leased Premises or the Property, or permit to suffer the Leased Premises or the Property to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Property by reason of noise, odors and/or vibrations, or interfere in any way with other Tenant's or those having business therein, nor shall any animals or birds be brought in or kept in or about the Leased Premises or the Property.

8. No cooking shall be done or permitted by any Tenant on the Leased Premises, nor shall the Leased Premises be used for storage of merchandise, for washing clothes, for lodging, or for

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any improper, objectionable or immoral purpose. **Notwithstanding the above, Tenant shall have the right to install vending machines and maintain a kitchen which may contain a microwave oven and coffee machines within the Leased Premises.**

9. Tenant shall not use or keep in the Leased Premises or the Property any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.

10. Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of telephones, call boxes and other office equipment affixed to the Leased Premises shall be subject to the approval of Landlord. **Tenant shall have the right to run computer and telephone wires to network its computer and telephone systems.**

11. On Saturdays, Sundays and legal holidays, and on other days between the hours of 5:30pm and 8:00am the following day, access to the Property, or to the halls, corridors, elevators or stairways in the Property, or to the Leased Premises may be refused unless the person seeking access is known to the person or employee of the Property in charge and has a pass or is properly identified. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Property of any person. In case of invasion, riot, mob, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Property during the continuance of the same by closing of the doors or otherwise, for the safety of the Tenant's and protection of property in the Property and the Property itself. **Notwithstanding the above, Tenant shall have the right of access and use of their Leased Premises 24 hours per day and 7 days per week.**

12. Landlord reserves the right to exclude or expel from the Property any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Property.

13. No vending machine or machines of any description shall be installed, maintained or operated upon the Leased Premises without the written consent of the Landlord. **Tenant shall have the right to install vending machines within their Leased Premises without prior approval from Landlord.**

14. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name, street address, and/or suite number of the Property and/or the Leased Premises.

15. Tenant shall not disturb, solicit, or canvas any occupant of the Property and shall cooperate to prevent same.

16. Without the written consent of Landlord, Tenant shall not use the name of the Property in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

17. Landlord shall have the right to control and operate the public portions of the Property, and the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of the Tenant(s), in such manner as it deems best for the benefit of the Tenant(s) generally.

18. All entrances doors in the Leased Premises shall be left locked when the Leased Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Leased Premises.

19. Landlord will maintain an alphabetical Directory Board on the ground floor lobby of the Property containing one name for each Tenant. Additional listings will be limited to only those required by law or **as otherwise set forth in the Lease.**

Agenda Item 10B

20. Tenant, its officers, agents, servants and employees shall, before leaving Leased Premises unattended, close and lock all doors and shut off all utilities; damage resulting from failure to do so shall be paid by Tenant. Each Tenant, before the closing of the day and leaving the said Leased Premises shall see that all blinds and/or draperies are pulled and drawn, and shall see that all doors are locked.

21. All contractors and/or technicians performing work for Tenant within the Leased Premises or the Property shall be referred to Landlord for approval before performing such work. This shall apply to all work including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and all installations affecting floors, walls, windows, doors, ceilings, equipment or any other physical feature of the Property or the Leased Premises. None of this work shall be done by Tenant without Landlord's prior written consent.

22. Except in an emergency, neither Tenant nor any officer, agent, employee, servant, patron, customer, visitor, licensee or invitee of any Tenant shall go upon the roof of the Property without the written consent of Landlord.

23. Tenant is cautioned in purchasing furniture and equipment that the size is limited to such as can be placed on the elevator and will pass through the doors of the Leased Premises. Large pieces should be made in parts and set up in the Leased Premises. Landlord reserves the right to refuse to allow to be placed in the Property any furniture or equipment of any description which do not comply with the above conditions.

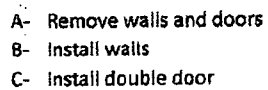
24. If the Leased Premises become infested with vermin, Tenant, at its sole cost and expense shall cause its Leased Premises and any other affected areas to be exterminated from time to time, to the satisfaction of Landlord and shall employ exterminators that are approved by the Landlord.

25. Per the Florida Clean Indoor Air Act smoking is strictly prohibited in public buildings. This building is designated as a NO SMOKING Building. Smoking is prohibited anywhere inside the building.

26. All locks installed within the Leased Premises including exterior door locks that lead to the common area hallways must be Schlage locks and must be keyed to the building master. Notwithstanding the above, Tenant shall have the right to have certain areas which are not keyed to the building master to protect confidential files.

EXHIBIT "A"

Containing Approximately 4,240 Rentable Square Feet



Remove wallpaper and paint en

PLEASE INITIAL

Mr	10
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Causeway Tower, LLC

MEMORANDUM

1666 Kennedy Causeway, Suite #610, North Bay Village, FL 33141

(305) 868-5881 Fax (305) 868-5883

Via: Hand Deliver

June 23, 2016

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

RE: First Addendum To Lease Agreement- North Bay Village- Suite #101

Dear Mr. Rollason:

Enclosed for your files you will find a fully executed original First Addendum To Lease Agreement for your Leased Premises located at Causeway Tower, 1666 Kennedy Causeway, Suite #101, North Bay Village, Florida.

We are pleased that you have chosen to extend your Lease at Causeway Tower. We look forward to a continued long lasting and mutually beneficial business relationship.

Sincerely,



Frank Richman
Commercial Property Manager

:fr
Encl.

Agenda Item 10B

FIRST ADDENDUM TO LEASE

This Addendum dated as of the 23rd day of June, 2016 is made by and between North Bay Village, a Florida Municipal Corporation ("Tenant") and Causeway Tower, LLC ("Landlord").

WITNESSETH

WHEREAS, Landlord and Tenant have entered into that certain Office Building Lease dated April 16, 2014, as so stipulated in Resolution No. 2014-15, and subsequent HVAC Addendum dated November 6, 2014, pertaining to the Premises located at 1666 Kennedy Causeway, Suite #101, North Bay Village, FL 33141, (the "Building"), containing approximately 4,240 RSF, and

WHEREAS, the parties wish to EXTEND the term of the Lease for the space in which Tenant now occupies in the Building by implementing their First Renewal Option.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration exchanged between Landlord and Tenant and the respective representations, agreements, and covenants herein contained, Landlord and Tenant agree that the Lease is hereby amended but only as follows:

1. All defined terms in this Addendum, unless otherwise defined herein, shall have the meanings ascribed to them in the Lease.
2. Effective July 1, 2016 the Lease Termination date shall be amended to be June 30, 2018, a Two (2) year renewal.
3. The base rental rate shall increase as follows:

7/1/16 thru 6/30/17	\$20.80/rsf (existing rental rate)	\$7,349.33 per month
7/1/17 thru 6/30/18	\$21.63/rsf	\$7,642.60 per month

4. All terms, conditions and provisions of the Lease not expressly amended hereby shall remain in full force and effect, and the Lease as amended hereby is specifically approved, ratified, and confirmed.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Addendum on the 23rd day of June, 2016.

WITNESS:

1. [Signature]
Jenigen de Guillen
Print Name
2. [Signature]
Yvonne R. Williams
Print Name

TENANT: NORTH BAY VILLAGE,
A FLORIDA MUNICIPAL CORPORATION

BY: [Signature]
FRANK ROUGSON
Print Name
Title: VILLAGE MANAGER

WITNESS:

1. [Signature]
Brian J. Sims
Print Name
2. [Signature]
Frank Richmond
Print Name

LANDLORD: CAUSEWAY TOWER, LLC

BY: [Signature]
Henri Kerckhove
Print Name
Title: President

Agenda Item 10C

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE THIRD ADDENDUM TO THE LEASE AGREEMENT ("LEASE") BETWEEN NORTH BAY VILLAGE ("VILLAGE") AND CAUSEWAY TOWER LLC ("LESSOR"), FOR THE USE OF OFFICE SPACE LOCATED AT 1666 KENNEDY CAUSEWAY, SUITE 300; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

WHEREAS, on June 3, 2013, the Village entered into a lease agreement with Causeway Towers, LLC for the use of approximately 9,455 square feet of office space, located at 1666 Kennedy Causeway, Suite 300, which provides office and operational space for the Village's administration and police operations; and

WHEREAS, the Village has exhausted the renewal options contained in the Lease Agreement, which is due to expire on June 30, 2018; and

WHEREAS, the parties wish to amend the Lease Termination Date for an additional three (3) years until June 30, 2021 (with an option to renew for one additional year). The base rental rate shall be as follows:

July 1, 2018 through June 30, 2019	\$22.50/rsf (current base rate)	\$17,728.13 per month
July 1, 2019 through June 30, 2020	\$23.40/rsf	\$18,437.23 per month
July 1, 2020 through June 30, 2021	\$24.34/rsf	\$19,177.89 per month

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

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

Section 2: **Authorization of Village Manager.** The Village Manager is authorized to execute the Third Amendment to the Lease Agreement between North Bay Village and Causeway Tower, LLC attached hereto as Exhibit 1, for use of office space at 1666 Kennedy Causeway, #300.

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

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

Agenda Item 10C

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

PASSED and ADOPTED this 14th day of June 2016.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

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

North Bay Village Resolution: Causeway Tower Lease Agreement-Suite 300, 1666 Kennedy Causeway, through June 2018.

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: May 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 THIRD ADDENDUM TO THE LEASE AGREEMENT ("LEASE") BETWEEN NORTH BAY VILLAGE ("VILLAGE") AND CAUSEWAY TOWER LLC ("LESSOR"), FOR THE USE OF OFFICE SPACE LOCATED AT 1666 KENNEDY CAUSEWAY, SUITE 300; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MDM:yph

Agenda Item 10C

THIRD ADDENDUM TO LEASE

This Addendum dated as of the ____ day of _____, 2018 is made by and between North Bay Village, a Florida Municipal Corporation ("Tenant") and Causeway Tower, LLC ("Landlord").

WITNESSETH

WHEREAS, Landlord and Tenant have entered into that certain Office Building Lease dated June 3, 2013, as so stipulated in Resolution No. 2012-56 and 2013-43, and subsequent Letter Addendum dated May 12, 2014, and First Addendum to Lease dated May 6, 2015, as so stipulated in Resolution No. 2015-35 and Second Addendum To Lease dated June 23, 2016, as so stipulated in Resolution No. 2016-46 pertaining to the Premises located at 1666 Kennedy Causeway, Suite #300, North Bay Village, FL 33141, (the "Building"), containing approximately 9,455 RSF, and

WHEREAS, the parties wish to EXTEND the term of the Lease for the space in which Tenant now occupies in the Building by implementing their Renewal Option.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration exchanged between Landlord and Tenant and the respective representations, agreements, and covenants herein contained, Landlord and Tenant agree that the Lease is hereby amended but only as follows:

1. All defined terms in this Addendum, unless otherwise defined herein, shall have the meanings ascribed to them in the Lease.
2. Effective July 1, 2018 the Lease Termination date shall be amended to be June 30, 2021, a Three (3) year renewal.
3. The base rental rate shall increase as follows:

7/1/18 thru 6/30/19	\$22.50/rsf (current rental rate)	\$17,728.13 per month
7/1/19 thru 6/30/20	\$23.40/rsf	\$18,437.25 per month
7/1/20 thru 6/30/21	\$24.34/rsf	\$19,177.89 per month

4. Provided Tenant is not in default of the term of the Lease or any subsequent Addendums, Tenant will have One (1) Option to Renew for an additional One (1) year. The Base Rental for the Renewal Option Period will be negotiated between Landlord and Tenant at the time that Tenant exercises said option, but shall not be less than the rent in the final year of this Lease Term, and shall increase by more than 4% per year. In the event Tenant fails to exercise the Renewal Option by providing the Landlord with written notice at least sixty (60) days prior to expiration of this Lease Term, the Renewal Option shall terminate, expire and be null and void.

5. RIGHT TO TERMINATE: Notwithstanding anything contained herein (and Original Lease) to the contrary, and so long as Tenant is not in default of the Lease, Tenant will have a Right To Terminate the Lease, after the Second (2nd) year of the Third Addendum To Lease Term, upon One Hundred Twenty (120) days prior written notice to Landlord. This Right to Terminate Lease will be extended into the 4th year should the Tenant exercise their One (1) Year Option to Renew. Should Tenant exercise this Right to Terminate, Tenant shall pay a early termination fee of one (1) month rent to the Landlord.

6. All terms, conditions and provisions of the Lease not expressly amended hereby shall remain in full force and effect, and the Lease as amended hereby is specifically approved, ratified, and confirmed.

Agenda Item 10C

North Bay Village , Suite #300
Third Addendum to Lease
Page 2

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Addendum on the ____ day of _____, 2018.

WITNESS:

TENANT: NORTH BAY VILLAGE,
A FLORIDA MUNICIPAL CORPORATION

1.

BY: _____

Print Name _____

Print Name _____

2. _____

Title: _____

Print Name _____

WITNESS:

LANDLORD: CAUSEWAY TOWER, LLC

1. _____

BY: _____

Print Name _____

Print Name _____

2. _____

Title: _____

Print Name _____

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: June 12, 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: Village Manager

SUBJECT: Approval for financial proposal – Ron L. Book, P.A., Lobbyist

RECOMMENDATION:

I respectfully request the Village Commission approval of the attached Resolution to enter into a contract with lobbyist Ron L. Book, P.A. for lobbying services.

BACKGROUND:

The Commission has requested a change in lobbyists. I contacted Mr. Book and requested a proposal. Mr. Book has successfully represented municipalities for years and his reputation is well known in the lobbying industry. His experience and ability to work with the Legislature and Governor's Office, regardless of party will be extremely helpful to the Village.

Pursuant to Section 36.25(L) of the Village Code, the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village.

Ron Book is a premier lobbyist in the State of Florida, and he has agreed to represent the Village at a significant reduction from the amount appropriated in the budget for lobbying services.

FINANCIAL IMPACT:

The financial impact will be \$45,000.00 per year. The previous lobbyist was \$70,000.00 per year. This is a \$25,000.00 savings.

Page 189 of 576

Mayor
Connie Leon-Kreps

Vice Mayor
Andreana Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 10D

PERSONNEL IMPACT:

None

CONTACT:

Village Manager's Office

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: May 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 AN AGREEMENT WITH RONALD L. BOOK, P.A. FOR LOBBYING CONSULTING SERVICES, INACCORDANCE WITH SECTION 36.25(L) OF THE VILLAGE'S PROCUREMENT ORDINANCE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE.

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

MDM:yph

Agenda Item 10D

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH RONALD L. BOOK, P.A. FOR LOBBYING CONSULTING SERVICES, IN ACCORDANCE WITH SECTION 36.25(L) OF THE VILLAGE'S PROCUREMENT ORDINANCE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

WHEREAS, the Village Commission has determined it is in the best interest of the community to retain a lobbyist to pursue funding and legislative issues for the Village; and

WHEREAS, Ron Book has submitted a proposal to provide lobbying services to the Village at a cost of \$45,000 annually; and

WHEREAS, Ron Book has successfully lobbied before the State Legislature on behalf of various municipalities, including Village of Bal Harbor, City of Coral Gables, City of Aventura, City of Doral, and City of North Miami Beach; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village.

WHEREAS, Mr. Book is a premier lobbyist in the State of Florida, and he has proposed a cost to the Village that is substantially lower than the amount appropriated in the budget; and

WHEREAS, Village Commission finds that engaging the services of Mr. Books is fiscally responsible, and going through a competitive bidding process for these services is not in the best interest of the Village.

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

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

Section 2: **Approval of Agreement.** The Village Commission hereby approves the agreement attached hereto as "Exhibit 1" with Ron L. Book, P.A. for providing lobbying services to the Village, pursuant to Section 36.25(L) of the Village Code.

Section 3: **Authorization of Village Manager.** The Village Manager is hereby authorized to enter into an Agreement with Ron L. Book, P.A. to represent the Village as a lobbyist, in accordance with the Agreement attached hereto as "Exhibit 1".

Agenda Item 10D

Section 4: **Effective Date.** This Resolution shall take effect immediately upon approval.

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 12th day of June 2018.

Connie Leon-Kreps, Mayor

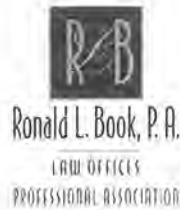
ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Norman C. Powell, Esq.
Interim Village Attorney

North Bay Village Resolution: Ron L. Book, Lobbying Services.



May 24, 2018

Ms. Marlen D. Martell, MPA, CFM
Village Manager
North Bay Village
1666 Kennedy Causeway
3rd Floor
North Bay Village, FL 33141

Via Email: MMartell@nbvillage.com

Dear Madam Manager,

It is with great pleasure that, on behalf of Ronald L. Book, P.A., I submit the following proposal to provide lobbying services for North Bay Village.

As you know from our prior experience working together, my firm has a long history representing local governments, and we have been industry leaders in providing quality, affordable lobbying services to communities such as yours. We have done that because, quite simply, we believe that local government leaders and their constituents deserve the same competent, experienced and professional representation as private sector interests. We provide a high-level of service and we strive to let the results speak for themselves.

We would welcome the opportunity to represent North Bay Village, and we are prepared to provide a full complement of government relations services. Although our primary focus would be representation before the state Legislature and executive branch, our agreement would include representation before Miami-Dade County, Miami-Dade Public Schools, the South Florida Water Management District and other state or local agencies of interest. We want to help you succeed in accomplishing your goals, and, as such, are prepared to be helpful wherever we can. As part of our state representation, we would undertake the following:

- Review, on a continuing basis, existing and proposed state policies, programs and legislation affecting the Village;
- Assist the Village in the development of its legislative program, including participating in workshops as necessary;
- Provide assistance to the Village in the identification, development, application and approval of funding requests, including grants and special appropriations;
- Work with Village staff to develop legislation as needed;
- Develop strategy for the support, opposition or amendment of legislation or proposed rules;
- Testify and lobby before the state Legislature, Governor and Cabinet and coordinate testimony of Village officials or staff;

Agenda Item 10D

- Appear and testify at state agency hearings, budget meetings, rulemaking workshops or any other meetings of a legislative nature;
- Schedule, upon request, meetings between Village officials and elected officials, policymakers or staff;
- Prepare and submit written reports on a weekly basis during the session and as necessary throughout the course of the interim.
- Provide staff, office and logistical support to Village officials and staff when they are in Tallahassee.

Our proposed fee for this endeavor is \$45,000, payable in monthly installments of \$3,750.00. The fee is inclusive of expenses.

As you review our qualifications, we ask you to keep in mind the following:

- We have extensive experience representing local governments;
- We are a bipartisan firm with superior bipartisan relationships with Legislators and staff;
- We have full-time, fully-staffed offices in South Florida and Tallahassee.

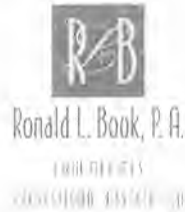
Attached you will also find some additional information about our firm and firm professionals, including examples of our success in recent legislative sessions.

We are prepared to discuss this proposal in further detail at your convenience. Again, we appreciate the opportunity to be considered to assist you in this effort. If we agree to move forward, you can count on a 150% effort from us.

Sincerely,



Ronald L. Book



FIRM PROFILE AND FIRM PROFESSIONALS

Thank you for the opportunity to share some information about who we are at Ronald L. Book, P.A.

Our firm is considered one of the premier lobbying firms in the state, with unparalleled experience in the appropriations process. The firm is consistently ranked in the top three Tallahassee lobbying firms among various media sources and others who follow Tallahassee politics. Established in 1987, the firm has a long history representing Fortune 500 companies, sports teams and sports facilities, government entities like cities and counties, hospitals and health care districts, professional associations and not-for-profit groups. Our law firm works exclusively in the government affairs arena, specializing in legislative and executive advocacy, strategic planning and general government consulting. We are proud to be involved in the legislative process 365 days-a-year. We are a bipartisan firm that enjoys extensive bipartisan relationships with legislature and executive branch, allowing us to be effective in today's political climate.

Ronald L. Book, P.A. offers a powerful combination of talent and experience with a proven track record before the legislative and executive branches of government. The firm's contact base extends throughout state government and includes legislative leadership, legislative staff, and executive branch officials. We provide hands-on monitoring, intelligence and oversight of government activity coupled with a highly professional, performance oriented approach for meeting client goals and objectives. We work closely with our clients to develop a concise and focused agenda with strategies designed to exceed client expectations.

The firm boasts a virtually flawless record of success attaining clients' goals, which range from legal counseling on corporate and private matters to persuading lawmakers to support or oppose various programs and causes. Professional skill is complemented by responsive, personal service as evidenced by the fact that the vast majority of clients have retained the firm's services for many years. Operating full-time offices in Aventura and Tallahassee affords the firm's professionals close proximity to clients and legislators, providing access to, and visibility amongst, key decision-makers. The result for our clients is maximum accessibility.

The firm's mission is to provide a full range of government relations services to our clients – "anything and everything government." We utilize our knowledge of the legislative process and our relationships with the "players" in the process to assist clients by representing their interests and advocating their legislative agendas – be it a change in substantive law, a grant opportunity, an executive order or a complex budget formula, trust fund or line item.

At Ronald L. Book, P.A., we have a simple firm philosophy – "It CAN be done." We rely on that philosophy to approach any endeavor, and it has helped us be successful, even in difficult circumstances. We treat every issue – every amendment, every bill, and every budget request – as a priority, to ensure that we are not approaching issues from a reactionary perspective, but a proactive one. Furthermore, we understand that the legislative process is not a process that begins and ends in the 60-day legislative session, but rather a year-round process that requires constant vigilance, commitment and dedication.

Agenda Item 10D

It is no secret that recent sessions have been challenging for local governments, and we expect that trend to continue. However, we have still been able to bring home notable victories. During the 2018 Session, we were responsible for the following in direct appropriations to our local government clients:

- \$1.5 million for the City of Coral Gables Fire Station and Land Acquisition at Cartagena Park
- \$1 million for the City of Margate Fire Station 58
- \$800,000 for the City of Cooper City Flamingo West Park
- \$200,000 for the City of Aventura NE 183rd Street Seawall Restoration
- \$500,000 for the City of Cooper City Natalie's Cove and Flamingo Gardens Drainage
- \$950,000 for the City of Doral Canal Bank Stabilization
- \$500,000 for the Town of Fort Myers Beach Stormwater Outfall Improvements
- \$500,000 for the City of Margate Sewer Piping Rehabilitation
- \$496,750 for the City of North Miami Arch Creek North/South Drainage Improvements
- \$400,000 for the City of North Miami Beach Master Force Main Installation
- \$500,000 for the City of Sunrise Emergency Lift Station

During the 2017 Session, we were responsible for the following in direct appropriations to our local government clients:

- \$18 million for Miami Gardens Pedestrian Safety Improvements
- \$750,000 for the City of Miramar Fire Station 107
- \$750,000 for the City of Marco Island Marine Rescue Fire/Emergency Medical Services Facility
- \$400,000 for the City of Deerfield Beach African American Memorial Park
- \$222,817 for the City of Palm Bay Restoration of the City's Historic Pier and Shoreline
- \$300,000 for the City of Sunrise Sawgrass Wastewater Treatment Plant
- \$461,708 for the City of Doral Stormwater Improvements

Recent examples of our success in substantive issues, include the following.

City of Marco Island COPCN Local Bill: (2018) Over several years, the City grew increasingly concerned with the available level of ambulance service in relation to their physical location at the lower end of the County, bound by the coast line, and with an extensive canal system, hindering ambulance access. We worked with the City to develop and pass a local bill that would authorize the Department of Health to issue the City a license to provide basic and advanced life support services, without the city obtaining a COPCN directly from Collier County.

City of Tamarac: (2016) The City of Tamarac was in the process of negotiating the use of City land for charter school purposes. State law provided that if the City held the charter then municipal boundaries were clear, however, it did not address instances where the City did not hold the charter, but was providing significant resources, such as land. We passed an amendment clarifying that when a municipality is involved in this kind of partnership, the children of residents as well as the children of city employees are given first consideration for admission, HB 7029. (2016)

City of Doral and City of North Miami Beach: (2015) The City of Doral and the City of North Miami Beach are two rapidly growing cities in South Florida, both of which were reaching the required population threshold of 50,000 that would allow them a seat on the local Metropolitan Planning Organization. In 2015, an amendment to the state's transportation package was filed that would have restructured the membership of the MPO and raised the threshold for membership from 50,000 to 60,000. Our firm successfully worked with the parties involved to remove that provision and keep the population threshold at 50,000.

Agenda Item 10D

City of North Miami: (2015, 2012) The City of North Miami is a longtime firm client. Over several years, a controversial claims bill was filed that would have required the City to pay a significant judgement, in excess of \$1.6 million. In 2013, the bill was scheduled for a House committee hearing. After working diligently to inform all members of the committee about the City's position, and presenting our case at the committee hearing, the bill was defeated by a vote of 7-6 in committee. The bill was filed in subsequent sessions, and was only approved in 2015, after the City reached a settlement with the claimant in the amount of \$200,000, HB 3557. **(2015)**

City of Aventura: Passage of legislation allowing for red light cameras in 2010, and the subsequent defeat of the many red light repeal bills, each year since its passage, has been a high priority. As a city with a large population of condominiums, we have been engaged on every major condominium bill that has passed in recent memory. A few of the more onerous changes to law proposed, that we were able to stave off are as follows: a weakening of rental restrictions proposed for Homeowners' Associations, requiring full, and costly audits for any condominium of 50 units or less, and provisions eliminating the HOAs ability to use a third party to collect on unpaid assessments. All mandates that would have resulted in cost increases for residents. **(2014, 2015, 2016, 2017)**

City of Marathon: (2015, 2016, 2017) Over the 2016 and 2017 Sessions, we worked in conjunction with a united team from each of the cities within the Florida Keys, and with Monroe County, toward the creation and funding of the "Florida Keys Stewardship Act." This comprehensive legislation expands the use of local government infrastructure surtaxes to include acquiring any interest in land for public recreation, conservation, or protection of natural resources, expands the use of Everglades restoration bonds, and requires a portion of the Florida Forever appropriations to be used for the purchase of lands in the Florida Keys Area of Critical State Concern. Funding allocated through this Act in 2016 included \$5 million for water-quality projects, and \$5 million for land-conservation projects, and in 2017, a total of \$13,333,333.

City of Pinellas Park: (2015) During our longtime representation of the City of Pinellas Park, on a substantive front, we have assisted the City with defeating local bills that would have adversely impacted their ability to deliver fire rescue services.

In addition to working to pass specific legislation, another important facet of our work for our local government client is stopping bad legislation from passing. Recently, the concept of preempting local governments has, and continues to be a considerable threat. For example, during the 2018 Session we were successful in defeating each of the following preemptions: State regulation and phase out of all Community Redevelopment Agencies (CRAs), the regulation of dockless bicycle sharing programs, vacation rentals, the use of red light cameras, trimming and removal of trees, timber, and vegetation, and front-in or back-in parking at municipally owned parking garages. Other preemption measures defeated in recent years:

- State regulation of municipal election dates;
- Prohibiting local governments from collecting impact fees prior to issuance of building permits;
- Regulation of travel and travel expenses of local elected officials and staff;
- Requiring cities to give refunds for delayed or missed trash pickups.

There is one guarantee in government affairs and politics, and that is change – changes in leadership, changes in priorities and changes to the process are all commonplace in Tallahassee. For more than 30 years, Ronald L. Book, P.A. has remained a constant in Tallahassee politics, and our clients have looked to us for advice and counsel to navigate that sea of change. We provide effective solutions and achievement by offering our clients:

- Strategic planning with a proactive approach.

Agenda Item 10D

- Professional and experienced government relations consultants.
- Bipartisan contacts throughout Florida government.
- Dedication and determination to get the job done.

Attached please find some information on our firm's professionals.

Agenda Item 10D



**Ronald L. Book, Esq. | Founder, President and CEO
Ronald L. Book, P.A.**

Mr. Book is President and Chief Executive Officer of Ronald L. Book, P.A., a law firm that specializes in government affairs. Established in 1987, it is considered one of the premier lobbying firms in the state. Ron's history in the Florida political process dates back to the 1970's, when he began working for the Florida Legislature. He later served as Special Counsel to Florida Governor Bob Graham and as Director of the Administrative and Governmental Law Department for Miami-based Sparber, Shevin, Shapo, Heilbronner & Book, one of Florida's most influential law firms from 1977 to 1987.

Since opening his own firm in 1987, Ron has developed a client list that is literally a "who's who" of local governments, business and industry, health care and not-for-profit associations. His reputation as a hard worker, dedicated to his client's causes, has earned him a place in the upper echelon of Tallahassee power. Associates, clients and lawmakers describe Ron Book and his firm as committed, tenacious, knowledgeable and credible.

It is difficult to narrow Mr. Book's areas of expertise to simply a few. He has experience with a vast array issues including: appropriations, economic development, environmental remediation, public finance and tax issues, human and social services, transportation, growth management, health care, seaports and aviation, and many, many more. Simply put, if it is an issue that you have read about, Mr. Book has been at the center of the debate, influencing the decisions of policymakers for the past 44 legislative sessions.

Over his career, Mr. Book is responsible for literally, billions in appropriations to various clients. During the 2017 alone, the firm secured over \$150 million for clients, more than \$16 million of which was for local water projects. In addition to that, Mr. Book has the following legacy accomplishments, of which the firm is very proud.

- Negotiation of Port of Miami Tunnel Project, which Mr. Book revived after it was shelved by the Governor;
- Passage of the Extremely Low-Income housing program and \$30 million in initial funding;
- Reauthorization of the Affordable Housing Surtax for Miami-Dade County;
- Legislation making the Miami Project to Cure Paralysis the direct beneficiary of funds collected from red light camera citations;
- Dedicated revenue source amounting to millions for the Miami Project to Cure Paralysis
- Long term lease of the South Florida Evaluation and Treatment Center to Miami-Dade County (\$18 million in savings).

Mr. Book is a member in good standing of the Florida Bar. He is a registered lobbyist and a member of the Florida Association of Professional Lobbyists (FAPL).



**Kelly C. Mallette | Senior Director of Government Affairs
Ronald L. Book, P.A.**

Kelly Mallette has been a lobbyist in the firm for 15 years. She provides lobbying and advocacy services for numerous firm clients, including not-for-profit organizations, professional associations and multiple local governments. She has been instrumental to the firm in securing funding for special projects and making various substantive changes which are now law in Florida. Kelly is known among the firm's clients for her superior communication skills, both verbal and written. It's not unusual for a client to see Kelly's writing end up in official documents like veto messages, speeches and substantive legislation. Kelly's experience as a Senate aide to the former Chairman of the Senate Appropriations Subcommittee on Health and Human

Services has provided her with a unique insight into Florida's budget process, including knowledge of important policies and priorities, and strong relationships with appropriations staffers.

Kelly's entry into Tallahassee politics began many years ago, when, at the age of 19, she worked as an intern to one of Florida's most recognized lobbyists. She later served as Senior Policy Advisor to the Mayor of Miami. Active in Republican politics, Kelly is on the Board of Directors of the Miami-Dade Republican Party, and is also the chair of the Finance Committee. She was named Republican of the Year for Miami-Dade County in 2015, and she has been a delegate at each of the last three Republican National Conventions. Kelly recently served a 4-year term as a Commissioner in the Village of Biscayne Park, her hometown. She is a registered lobbyist and a member of the Florida Association of Professional Lobbyists (FAPL).



**Rana G. Brown | Government Affairs Consultant
Ronald L. Book, P.A.**

In 2008, Rana Brown joined Ronald L. Book, P.A., with over 16 years of experience in government affairs. Ms. Brown is a Government Affairs Consultant for Ronald L. Book, P.A. She specializes in legislative procedure with emphasis on state and local government and various private sector interests. Ms. Brown provides executive direction services for the Florida Regional Councils' Association, a statewide organization. Her work with the Florida Regional Councils' provides her a depth of knowledge regarding local government, transportation, growth management and environmental issues.

Prior to joining Ronald L. Book, P.A., Ms. Brown headed the Advocacy Department of the Greater Miami Chamber of Commerce where she restructured the Chamber's government affairs focus to address issues affecting the business community at the local, state and federal levels. Prior to her work at the Chamber, Ms. Brown held the position of Assistant Director of Intergovernmental Affairs within the office of the Mayor of Miami-Dade County, where she worked on behalf of the County before the state legislature, state agencies, and executive branch. Ms. Brown's experience also includes nine years as staff in the Florida Senate, several of which were in the office of the Senate President, and six years as a legislative assistant to a South Florida legislator.

Ms. Brown holds a B.A. in History from Florida State University. She is a registered lobbyist and a member of the Florida Association of Professional Lobbyists (FAPL).

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: June 12, 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: Village Manager

SUBJECT: Approval for financial proposal – Fireworks Display

RECOMMENDATION:

I respectfully request the Village Commission approval of the attached Resolution authorizing the Village Manager to enter into an agreement with Pyrotecnico for Fireworks display on the 4th of July. The purpose of this proposal would be to provide an enjoyable experience for all North Bay Village residents to view the Fireworks display from the safety of their homes encouraging them to stay within the Village and delivering healthy smiles to the community from young children to senior citizens.

BACKGROUND:

Residents of North Bay Village have communicated that in the past the Village hosted a Fireworks display annually on the 4th of July. North Bay Village currently hosts a small community event providing food, beverages, and inflatable attractions for children. We believe that adding the Fireworks display would be an amazing amenity and experience.

FINANCIAL IMPACT:

The financial impact will be \$20,000.00 from unreserved fund account. In addition, we will do outreach to our local business for advertisement sponsorships.

PERSONNEL IMPACT:

None

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Mayor
Connie Leon-Kreps

Vice Mayor
Andreana Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 10E

CONTACT:

Village Manager's Office

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: May 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 NORTH BAY VILLAGE, FLORIDA, APPROVING THE EXPENDITURE OF \$20,000 TO PYROTECNICO TO CONDUCT A FIREWORKS DISPLAY FOR THE VILLAGE ON JULY 4TH, IN ACCORDANCE WITH SECTION 36.25 (L) OF THE VILLAGE'S PROCUREMENT ORDINANCE; AUTHORIZING THE APPROVAL OF FUNDS FROM THE GENERAL FUND RESERVE ACCOUNT; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MDM:yph

Agenda Item 10E

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE EXPENDITURE OF \$20,000 TO PYROTECNICO TO CONDUCT A FIREWORKS DISPLAY FOR THE VILLAGE ON JULY 4TH, IN ACCORDANCE WITH SECTION 36.25(L) OF THE VILLAGE'S PROCUREMENT ORDINANCE; AUTHORIZING THE APPROVAL OF FUNDS FROM THE GENERAL FUND RESERVE ACCOUNT; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

WHEREAS, the Village Commission wishes to sponsor a fireworks display as part of the Village's Fourth of July event; and

WHEREAS, Pyrotecnico submitted a proposal to conduct the fireworks display at a cost of \$20,000; and

WHEREAS, the Village Manager has recommended the transfer of \$20,000 from the General Fund Reserve Account to the General Operation Account, Recreation and Human Services, 001.71.574.5454, special event line item, to cover the cost of fireworks display during the Village's Fourth of July celebration event.

WHEREAS, in accordance with Section 36.25(L) of the Village Code, the Village Commission finds that time is of the essence to approve the agreement for the fireworks display in July, and going through competitive bidding process is not in the best interest of the Village.

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

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

Section 2. Approval of Agreement. The Village Commission hereby approves the agreement attached hereto as "Exhibit 1" with Pyrotecnico to provide a fireworks display for the Village on July 4th.

Section 3. Authorization of Village Manager. The Village Manager is authorized to transfer \$20,000 from the General Fund Reserve Account to the General Operating Account, Recreation and Human Services, 001.71.574.5454, special event line item, to cover the cost for the July 4th fireworks display.

Agenda Item 10E

Section 4. Authorization of Village Officials. The Village Manager is authorized to take all actions necessary to implement this Resolution.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 12th day of June 2018.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Norman C. Powell, Esq.
Interim Village Attorney

North Bay Village Resolution: 2018 Fourth of July Fireworks Display – Pyrotecnico.

Agenda Item 10E



FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made effective as of the later of the dates set forth below the signatures below ("Effective Date") by and between Pyrotecnico Fireworks Inc. ("Pyrotecnico") and North Bay Village ("Sponsor"), sometimes referred to individually as "Party" or collectively as "Parties." In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

GENERAL TERMS:

Scope of services to be provided by Pyrotecnico ("Services"):	Aerial Fireworks Display
Date(s) of Show:	July 4, 2018
Rain Date(s) of Show (if negotiated):	
Compensation to be paid to Pyrotecnico for providing the Services ("Compensation"):	\$20,000.00 (Includes barge, permit, fire watch, and marine patrol fees)
Pre-Show Advance:	\$10,000.00
Pre-Show Advance Due Date:	6/13/18
Payment Terms:	Net 10
Postponement Fee:	\$10,000.00 (includes barge fee)
Cancellation Fee:	\$15,000.00 (Includes barge fee)

SERVICE TERMS:

Pyrotecnico will provide Sponsor with a fireworks display subject to the terms and conditions of this Agreement. The pricing provided in this Agreement is valid only for 60 days from the date this Agreement is sent to the Sponsor via any means. Pyrotecnico may, but is not required to, accept this Agreement if the Sponsor does not return the signed Agreement within this time.

PRE-SHOW ADVANCE, COMPENSATION AND PAYMENT TERMS

Sponsor shall pay Pyrotecnico the Compensation and the Pre-Show Advance on or before the dates set forth above. The Pre-Show Advance includes, among other things, the purchase of products necessary for the show, permit costs, the hiring of any necessary equipment, show programming, the assembly and packing of the show, and is necessary in order for Pyrotecnico to finally confirm availability for your event.

Sponsor must pay interest at the rate of 1.5% per month on any unpaid balance until paid in full. Payment must be made by check or otherwise as agreed by the Parties to Pyrotecnico at PO Box 149, New Castle, PA 16103. If Sponsor fails to perform its obligations and responsibilities under this Agreement, and Pyrotecnico must enforce its rights by hiring an attorney or other third party, Sponsor must pay all fees and costs incurred by Pyrotecnico to collect the full amount owed under this Agreement.

RAIN DATES

Rain Dates must be negotiated by the Parties and are NOT available July 1st through July 7th unless specifically negotiated.

DISPLAY RESPONSIBILITIES

Pyrotecnico and Sponsor shall collaborate in the performance of all tasks relating to the fireworks display. These tasks include, but are not limited to:

- A) procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"). Unless otherwise stated in this Agreement, Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this show including any fees or expenses incurred after the signing and execution of contract for the show.
- C) securing an acceptable location with private or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the fireworks display),
- D) unless otherwise specified by Pyrotecnico the Sponsor is solely responsible for securing adequate protection (via private or public security, police and fire protection, as may be appropriate) to prevent all motor vehicles and individuals, other than those authorized by Pyrotecnico, from entering the security area (display site, fallout area and safe zone) designated by Pyrotecnico.

The Parties shall fulfill their responsibilities in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

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SCRIPTED SHOW AND MUSIC SOUNDTRACKS

For displays designated as "scripted" exhibitions:

- A) Sponsor must complete, sign and return this Agreement, at least 40 days prior to the show date.
- B) Sponsor must either provide a pre-approved music soundtrack for the display OR to give final approval to a soundtrack created by Pyrotecnico, at least 30 days before the show date (at least 45 days prior for 4th of July shows). If Sponsor fails to do either, then Pyrotecnico will complete the soundtrack without Sponsor's prior approval and the scripting process will be completed based on the soundtrack created by Pyrotecnico.
- C) Proposal pricing is based upon Pyrotecnico creating one (1) soundtrack and the first set of revisions requested by Sponsor. Any additional revisions requested by the Sponsor will be billed at the rate of \$125 per set of revisions.

If Pyrotecnico provides a show which includes music or commercial video of any type that is protected under intellectual property law, Sponsor is solely responsible for payment of any applicable licensing fees, and/or BMI, ASCAP or other fees, and shall indemnify Pyrotecnico against any claims or liabilities which may arise from the use of the intellectual property.

POSTPONEMENT

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree as follows:

- A) If the Parties agree to reschedule the display to a date within 6 months of the original date, then the Sponsor shall pay the Postponement Fee in addition to the original Compensation.
- B) If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement within 10 days of the show date.

CANCELLATION

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, or, if it is or will be impossible for Pyrotecnico to perform all of its obligations under this Agreement for reasons outside of its control regardless of its best efforts, the Parties agree as follows:

- A) If the display is cancelled more than 30 days prior to the show date, Sponsor shall pay the Postponement Fee in full satisfaction of its obligations under this Agreement.
- B) If the display is cancelled 30 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

If Sponsor elects to cancel this Agreement, it must do so by sending a written notice by either overnight mail via nationally recognized courier or certified mail addressed to Pyrotecnico, PO Box 149, New Castle PA 16103. Notice is effective upon receipt by Pyrotecnico and will determine the fee owed by Sponsor under this paragraph.

In the event of any force majeure occurrences (e.g. floods, strikes, civil unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement.

INDEMNIFICATION & INSURANCE

Sponsor shall indemnify and defend Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities. If Sponsor is not the owner of the property being used by Pyrotecnico as the show site (shooting location), Sponsor further agrees to defend Pyrotecnico, its officers and/or employees against any claims brought or actions filed against Pyrotecnico with respect to Pyrotecnico's use of the show site. Sponsor will not under any circumstances be entitled to recover any consequential, incidental, exemplary, special or punitive damages from Pyrotecnico, including loss of income, business or profits.

Pyrotecnico will provide a certificate evidencing general liability insurance coverage as required by Sponsor. Pyrotecnico agrees to name as additional insureds parties to whom Sponsor has written, contractual obligations to insure. Additional insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authorities and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.

CREDITING

Sponsor will credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising or marketing materials that are within the Sponsor's authority.

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MISCELLANEOUS

- A) For all purposes under this Agreement, a "week" is defined as that period from Sunday at 0:00 through the immediately following Saturday at 23:59.
- B) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyrotecnico.
- C) This Agreement contains the entire Agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- D) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- E) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- F) All of the terms of this Agreement apply to and are binding upon the Parties, and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- G) The term of this Agreement ("Term") shall begin on the Effective Date and end 3 days after the later of 1) the final Show Date or Rain Date under this Agreement, or 2) any delayed performance date agreed to either orally or in writing by the Parties. The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.
- H) All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel, or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- I) If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- J) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. Pyrotecnico reserves the right to substitute products of equal or greater value.
- K) All notices must be in writing and will must be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Pyrotecnico, 299 Wilson Road, New Castle PA 16101.
- L) The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim or breach of this Agreement or any amendments, the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.
- M) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original. Sponsor represents by his/her signature that he/she has the authority to enter into this Agreement.

ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

PYROTECNICO:

By (sign): _____

Name: _____

Title: _____

Date: _____

Address: PO Box 149

New Castle PA 16103

Phone: (724) 652-9555

Email: contracts@pyrotecnico.com

SPONSOR:

By (sign): _____

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Email: : _____

Agenda Item 10E



CONTACT/INSURANCE INFORMATION FORM

**You must return this form with your signed contract and Pre-Show Advance for the insurance certificate to be processed.
If a section is not applicable, please write n/a in that section.**

Sponsor Name: _____

Sponsor Contact Name: _____

Address: _____

City, State & Zip: _____

Phone: _____ Fax: _____

Email: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Show Date: _____ Show Time: _____

Rain Date: _____

Day-of-Show Contact Name: _____

Day-of-Show Mobile Phone Number: _____

Day-of-Show Email: _____

Display Site Location and Address: _____

If Pyrotecnico has produced a show at this site, has the geography changed? i.e, new structures, new terrain, etc If yes, please describe:

Additionally Insured – If Applicable:

****PLEASE RETURN THIS COMPLETED FORM TO****

FAX: +1.724.652.1288

EMAIL: sgoldston@pyrotecnico.com

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: June 12, 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: Village Manager

SUBJECT: Approval for financial proposal – Strategic and Crisis Communications
Advisement

RECOMMENDATION:

I respectfully request the Village Commission approval of the attached Resolution authorizing the Village Manager to enter into a contract with The News Directors. This professional service agreement will oversee the Village's social media and provide strategies to timely inform our residents of developments, and provide information to our residents and the media.

BACKGROUND:

The Village has not had a coordinated plan to disseminate timely information to our residents. We are taking a proactive step to utilize the best professionals that will provide information to our residents and the media.

FINANCIAL IMPACT:

The financial impact will be \$1,750.00 per month. This cost will be taken from the Communications vacant position in the current budget.

PERSONNEL IMPACT:

None

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Mayor
Connie Leon-Kreps

Vice Mayor
Andreana Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 10F

CONTACT:

Village Manager's Office

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: May 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 NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AN AGREEMENT WITH THE NEWS DIRECTORS FOR PROVIDING STRATEGIC AND CRISIS COMMUNICATIONS ADVISEMENT TO THE VILLAGE; AUTHORIZING EXECUTION OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE.

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

MDM:yph

Agenda Item 10F

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AN AGREEMENT WITH THE NEWS DIRECTORS FOR PROVIDING STRATEGIC AND CRISIS COMMUNICATIONS ADVISEMENT TO THE VILLAGE; AUTHORIZING EXECUTION OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

WHEREAS, it is the goal of the Village Commission to develop a communication strategy to improve citizens engagement and ensure that information is disseminated to the community; and

WHEREAS, “The News Directors” has submitted a proposal to the Village to provide strategic and crisis communications advisement at a cost of \$1,750 per month; and

WHEREAS, the Village Commission is desirous of engaging the services of the “The News Directors” in accordance with the proposal attached hereto as “Exhibit 1”.

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

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

Section 2: **Authorization of Village Manager.** The Village Manager is hereby authorized to enter into an Agreement with “The News Directors” for providing strategic and crisis communications advisement, in substantially the form attached hereto at as “Exhibit 1”.

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

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 10F

PASSED AND ADOPTED this 12th day of June 2018.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Norman C. Powell, Esq.
Interim Village Attorney

North Bay Village Resolution: The News Directors-Strategic and Crisis Communications Advisement Services.

Agenda Item 10F

May 23, 2018

Ms. Marlen Martell
Village Manager
North Bay Village
1666 JFK Causeway
North Bay Village, FL 33141



Dear Manager Martell:

This is an unsolicited proposal of professional services to provide strategic and crisis communications advisement to the Office of the Village Manager.

SCOPE OF SERVICES:

At your direction, Brian Andrews will be available to provide strategic and crisis communications advisement services. Advisement will be made in person or via telephone, at the Manager's request.

TERM OF AGREEMENT:

The term of this agreement will be from date of execution until September 30, 2018, the end of the current fiscal year. It will automatically renew for the new fiscal year beginning October 1, 2018 through September 30, 2019. The agreement may be terminated at any time and without penalty by either party for any or no reason.

FEES FOR PROFESSIONAL SERVICES:

North Bay Village will pay a flat fee of \$1750.00 per month for these professional services regardless of hours used. The first fee shall be due upon the acceptance of this agreement. The Office of the Village Manager will receive an invoice for the fee on the first of each month for "Professional Services per letter of agreement." All payments will be made pursuant to the Florida Prompt Payment Act, F.S. 218.70.

Thank you,

Brian Andrews
President
The News Directors, Inc.
2 South Biscayne Blvd, Suite 3760
Miami, FL 33131
(305) 503-2800
brian@thenewsdirectors.com

Agenda Item 10F



2 South Biscayne Blvd, Suite 3760
Miami, FL 33131
(305) 503-2800
brian@thenewsdirectors.com
www.newsdirectors.org

INVOICE

BILL TO

Ms. Marlen Martell
Village Manager
North Bay Village
1666 79th Street Causeway
3rd Floor
North Bay Village, FL 33141

INVOICE # 2116
DATE 05/23/2018
DUE DATE 05/23/2018
TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Flat fee for Professional Services per letter of agreement	1	1,750.00	1,750.00

Thank you for doing business with The News Directors.
If paying by check, please send payment to our Miami offices:

BALANCE DUE **\$1,750.00**

News Directors, Inc.
2 South Biscayne Blvd
Suite #3760
Miami, FL 33131
(305) 503-2800



Agenda Item 10G

NORTH BAY VILLAGE POLICE DEPARTMENT

RECOMMENDATION MEMORANDUM

DATE: June 12, 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: Lewis Velken, Chief of Police 

SUBJECT: Accreditation

RECOMMENDATION:

I respectfully request the Village Commission's approval for the accreditation of the North Bay Village Police Department.

BACKGROUND:

The commission previously approved the accreditation of the North Bay Village Police Department. The process began approximately two years ago with the hiring of a part time civilian employee who was tasked with the implementation of the accreditation process. The civilian employee did not have the experience and training to complete the process in a timely manner. The contracted management software company provided general policies and procedures, not specific to our agency.

Pursuant to Section 36.25(L) of the Village Code, the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village. Contracting Law Enforcement Accreditation Consultants (LEAC), Inc., will expedite the accreditation process. LEAC is a professional, experienced, and credible consulting service to public safety agencies with a proven track record of success. LEAC consultants have over 200 combined years of law enforcement experience.

LEAC designs policies and procedures that are specifically suited to our agency rather than using a one size fits all approach. By doing this, LEAC is able to evaluate the effectiveness and efficiency of every aspect of our agency. LEAC then makes agency specific recommendations that improve efficiency while reducing the overall costs of the organization.

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FINANCIAL IMPACT:

The financial impact will be \$30,000.00 dollars from now until October 2018, and will include a complete assessment of the police department to determine how resources and processes can be streamlined to achieve maximum efficiency and reduce costs. Total cost is expected to be approximately \$90,000.00 dollars and takes 12 months to complete. Funding sources will come from existing accreditation funds; Contract Services Data Processing \$10,000.00 and Repair and Maintenance Building \$20,000.00. The initial cost savings include the salary and benefits of a part time employee of over \$50,000.00 dollars per year and contracted services with Lexipol of \$12,000.00 dollars per year.

PERSONNEL IMPACT:

Accreditation will have a positive impact on personnel who will receive training in the best practices of law enforcement agencies across the country. Accreditation ensures the agency's personnel system will be in accord with professional standards, and that the system is both fair and equitable.

CONTACT:

Police Chief's Office.

Agenda Item 10G



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: May 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 AN AGREEMENT WITH LAW ENFORCEMENT ACCREDITATION CONSULTANTS, INC., IN ACCORDANCE WITH SECTION 36.25(L) OF THE VILLAGE'S PROCUREMENT ORDINANCE TO PROVIDE ACCREDITATION SERVICES TO THE POLICE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

MDM:yph

Agenda Item 10G

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN AGREEMENT WITH LAW ENFORCEMENT ACCREDITATION CONSULTANTS, INC., IN ACCORDANCE WITH SECTION 36.25(L) OF THE VILLAGE'S PROCUREMENT ORDINANCE TO PROVIDE ACCREDITATION SERVICES TO THE POLICE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

WHEREAS, the North Bay Village Police Department is seeking to obtain accreditation in order to attain the highest standards of law enforcement management for accountability within the agency and to the community it serves; and

WHEREAS, the Village Commission supports the accreditation process, and funding has been appropriated in the FY 2018 budget for this purpose; and

WHEREAS, Law Enforcement Accreditation Consultants, Inc. (LEAC) has submitted a proposal of \$30,000 to North Bay Village to assist the Police Department in achieving accreditation; and

WHEREAS, the Village Commission wishes to engage the services of Law Enforcement Accreditation Consultants, Inc.

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village.

WHEREAS, the Commission finds that contracting with a company that designs policies and procedures that are specifically suited for North Bay Village's Police Department and accelerate the accreditation process is best suited for the department's accreditation needs; and

WHEREAS, as such the Village Commission finds that competitive bidding is not in the best interest of the Village for this service.

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

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

Agenda Item 10G

Section 2: **Authorization of Village Manager.** The Village Manager is authorized to execute the agreement between North Bay Village and Law Enforcement Accreditation Consultants, Inc. to provide accreditation services to the North Bay Village Police Department, in accordance with Section 36.25(L) of the Village Code.

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

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 12th day of June 2018.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Norman C. Powell, Esq.
Village Attorney

North Bay Village Resolution: Law Enforcement Accreditation Consultants, Inc.

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES

This Agreement (hereinafter referred to as the "Agreement") made as of _____, 2018 between Law Enforcement Accreditation Consultants, Inc., (a Florida corporation) with a business address of 18459 Pines Boulevard, Suite 246, Pembroke Pines, Florida, 33029 (hereinafter referred to as "Consultant"), and City of North Bay Village, Florida, a political subdivision of the State of Florida, by and through the North Bay Village Police Department, herein represented by its Police Chief, Lewis Velken, (hereinafter referred to as "NBVPD"), with a business address of 1666 John F. Kennedy Causeway Suite #300, North Bay Village, FL 33141 (hereinafter collectively referred to as the "Parties").

WHEREAS, NBVPD desires the services of a qualified Consultant to provide the North Bay Village Police Department with expertise in the Commission for Florida Law Enforcement Accreditation (CFA) process; and

WHEREAS, Consultant has represented that it is willing and able to provide such services to NBVPD.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

1. SCOPE OF WORK

NBVPD desires to engage and contract with the Consultant as an independent contractor as provided herein. Consultant shall perform various services for NBVPD, as follows:

- a. Provide services to the NBVPD to assist it in achieving CFA Accreditation that would including revising and/or creating new directives that comply the CFA standards that are applicable to the NBVPD;
- b. Reviewing other documents from the city, county or state that guide or direct Police Department activities or the county and advising which document to use to comply with CFA standards that are applicable to the NBVPD;
- c. Review, revision, creation of reports, analysis, inspections, etc. as required by the CFA standards that are applicable to the NBVPD:

Agenda Item 10G

- d. Assistance with the creation of new policies, procedures, programs, etc. that do not exist in the NBVPD but are required by the CFA standards applicable to the NBVPD;
- e. Provide guidance, training, and expertise to the NBVPD staff member(s) assigned to the accreditation process in standards interpretation, determining which standards are applicable to the NBVPS, locating the appropriate proofs of compliance and/or assisting in developing proofs for newly created policies and/or procedures.
- f. Providing guidance and assistance in placing directives and compliance key proofs in the PowerDMS software program with guidance and advice on highlighting and file organization.
- g. Providing training to all NBVPD members, both sworn and nonsworn, in the accreditation process.

2. PROJECT MANAGERS

Both parties will appoint a Project Manager who will act on behalf of each party to coordinate the flow of work for this project. The project Manager for LEAC will be Michael Somberg and the project manager for the NBVPD will be Chief Lewis Velken.

3. OFFICE SPACE

The Consultant is an independent contractor and as such, work hours and locations will vary. Work may be performed off site or onsite at the NBVPD at the discretion of the Consultant.

For work performed at the NBVPD, the NBVPD will provide the Consultant with adequate office space which will include access to the NBVPD facility, desks, chairs, office supplies, access to a telephone, computers, internet access and copy machine as needed by the Consultant. NBVPD will also provide the necessary room or space for meetings between the Consultant and members of the NBVPD as necessary in the furtherance of this project. Access will be provided during normal work hours, Monday through Friday, 8:00am to 5:00pm. In the event access is needed beyond normal work hours, the project manager for the NBVPD will be contacted for access by the Consultant.

All work will be deemed property of the NBVPD. The Consultant waives any rights or claims to copyright any of the materials or work created as a result of this project. Consultant may retain copies of the work performed.

Agenda Item 10G

5. COMPENSATION

- NBVPD agrees to compensate Consultant for satisfactory completion of the work outlined in Paragraph 1 of this Agreement in the amount of Ninety-thousand dollars (\$90,000.00). The compensation will be paid in twelve (12) increments of Seven-thousand-five hundred dollars (\$7,500.00) payable upon invoice by Consultant.
- b. Compensation Does Not Include Other Fees. The agreed upon compensation covers all professional fees associated with this project and does not cover any other expenses such as travel (other than local travel), per diem, lodging and/or any other miscellaneous expenses incurred by the Consultant on behalf of NBVPD.
- c. Non-Liability for Benefits. It is expressly acknowledged by the Parties hereto that Consultant is an "independent contractor" and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or allow NBVPD to exercise control or direction over the manner or method by which Consultant performs the services that are the subject matter of this Agreement, provided, however, that the services provided hereunder by Consultant shall be provided in a manner consistent with the standards governing such services and the provisions of this Agreement. Consultant understands and agrees that:
 - (1) NBVPD shall not be responsible for withholding any sums on behalf of Consultant for income tax, unemployment insurance, social security, or any other withholding, pursuant to any law or requirement of any governmental body relating to Consultant; and
 - (2) NBVPD shall not be responsible for the provision of benefits in connection with the services to be performed pursuant to the Agreement, including, but not limited to health insurance, unemployment benefits and/or workers compensation benefits.

6. DURATION

NBVPD and Consultant agree to that this Agreement is for a period of Twelve Months (12 months) and will commence on August 1, 2018 and conclude on September 30, 2019.

7. ASSIGNMENT AND DELEGATION

As the personal services of Consultant are required for the performance of this Agreement, and, accordingly, NBVPD recognizes that Consultant is a sole contractor performing the services required under this Agreement, sub-contracting or assignment by Consultant of any work required under this Agreement is expressly prohibited without the prior written consent of NBVPD.

8. TERMINATION

The NBVPD or Consultant may terminate this agreement at any time by giving ten (10) days written notice, excluding weekends and holidays, to the other party under the provisions of Paragraph 14 of this Agreement.

In the event the NBVPD terminates this agreement, the NBVPD agrees to pay Consultant fifty percent (50%) of the balance due. Consultant agrees to accept this fifty percent (50%) of the balance due as liquidated damages and waives further claims for damages as a result of the termination. Consultant agrees to deliver to NBVPD any and all work completed or in progress. NBVPD agrees that Consultant may keep copies of any and all work completed under this Agreement.

9. INTEREST OF CONSULTANT

Consultant covenants that it has neither presently, nor during the period of this Agreement, have any interest in any business or entity, directly or indirectly or individually, which would conflict in any manner or degree with the performance of this Agreement, not shall any person having any such interest be employed by Consultant to perform the work called for in this Agreement.

10. SEVERABILITY

The provisions of this Agreement are severable. In the event that any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, then such invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

12. HEADINGS

The numbers and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Agenda Item 10G

11. GOVERNING LAW

This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Florida. Any controversy or claims arising out of or relating to this Agreement, or the breach of the terms and conditions thereof, shall be brought in Miami-Dade County, Florida, in any court having jurisdiction thereof.

12. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and insure to the benefit of the parties to this Agreement and their respective successors and assigns.

13. AMENDMENTS

This Agreement may be amended at anytime during the Agreement period by agreement of both parties. Any such Amendments shall be in writing and signed by both parties.

14. NOTICES

Any notices, demands, requests or other communications required or permitted hereunder shall be effectuated in writing and shall be deemed to have been sufficiently given if sent by certified mail, postage prepaid, addressed as follows:

Chief Lewis Velken
North Bay Village Police Department
1666 John F. Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Michael M. Somberg, President and CEO
Law Enforcement Accreditation Consultants, Inc.
18459 Pines Boulevard, Suite 246
Pembroke Pines, FLA 33029

or such other addresses as shall be furnished by like notice by such Party. Any such notice or communication given by mail shall be deemed to have been given two (2) business days after deposit in the U.S. Mail.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and there are no representations or warranties of any kind, except to the extent specifically set forth herein.

Agenda Item 10G

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

North Bay Village Police Department:

BY: _____ Date: _____

Lewis Velken, Chief of Police
North Bay Village Police Department

Law Enforcement Accreditation Consultants, Inc.:

BY: _____ Date: _____

Michael M. Somberg, President & CEO
Law Enforcement Accreditation Consultants, Inc.

Staff Report

To: North Bay Village Commission
From: James, G. LaRue, AICP
Date: May 31, 2018
Subject: Agreement/Covenant for Landscaping in the Right-of-Way

This item coming before the Commission involves a property owner on North Bay Island requesting to place landscaping in the public right-of-way in conjunction with expansion of a driveway at 7830 Miami View Drive. Village Code Section 8.13(F)(2)(h) allows for limited landscaping in the right-of-way with restrictions as follows:

Planting of vegetation in easement areas shall conform to the following:

- (1) No trees may be planted within any easement or public right-of-way area as shown on the recorded plats of the various subdivisions of the Village ("easement areas").
- (2) Nothing in this section shall be construed to prohibit the planting of low growth landscaping in the easement or right-of-way areas ("easement landscaping").
- (3) Easement or right-of-way landscaping is subject to removal by the Village without notice in the event that this landscaping impedes access to these areas. The Village shall not be responsible for damage to the removed landscaping;
- (4) Prior to planting such easement landscaping in easement areas, the property owner shall execute a permission for removal, release and indemnification agreement, in a form acceptable to the Village, pertaining to such easement.

Historically, the Village has provided administrative approval for private property owners to make driveway and landscaping improvements in the right-of-way in front of their properties. In some cases, Village staff has required the property owner to sign an agreement that the improvements will be maintained by the property owner and that the improvements can be removed or modified by the Village for any reason, without compensation provided to the property owner. These agreements have been deemed necessary in situations where the property owner is utilizing costly driveway materials or where the property owner is placing landscaping in the right-of-way. Specifically, the request to place landscaping in the right-of-way has occurred on North Bay Island when property owners are installing a fence or wall in the front yard and must provide landscaping in front of the fence or wall to meet zoning code requirements.

We have reviewed the attached plans and affidavit and have found them in conformance with the Village Code. We are requesting approval of this agreement by the Village Commission at the June 12th meeting.



North Bay Village

Administrative Offices

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

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

MEMORANDUM North Bay Village

DATE: May 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 A COVENANT FOR LANDSCAPING WITHIN THE RIGHT-OF-WAY AT 7830 MIAMI VIEW DRIVE; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MDM:ypb

Agenda Item 10H

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COVENANT FOR LANDSCAPING WITHIN THE RIGHT-OF-WAY AT 7830 MIAMI VIEW DRIVE; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

WHEREAS, on March 28, 2018 the North Bay Village Building Department issued a permit to the property owner of 7830 Miami View Drive for the installation of a driveway; and

WHEREAS, landscaping was placed in the public right-of-way in conjunction with the extension of the driveway; and

WHEREAS, Section 8.13(F)(2)(h) of the Village's Unified Land Development Code permits the planting of landscaping in the public right-of-way with certain conditions; and

WHEREAS, in accordance with Section 8.13(F)(2)(h) of the Village's Unified Land Development Code, the property owner has executed the "Landscaping Covenant" attached hereto as "Exhibit 1" agreeing to maintain the landscaping improvements and allowing the Village to remove or modify the improvements for any reason without compensation.

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

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

Section 2: **Authorization of Village Manager.** The Village Manager is authorized to execute the Landscaping Covenant pertaining to the installation of landscaping in the public right-of-way at 7830 Miami View Drive, attached hereto as "Exhibit 1".

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

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:

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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 12th day of June 2018.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Norman C. Powell, Esq.
Village Attorney

North Bay Village Resolution: Landscaping Covenant for 7830 Miami View Drive.

COPY

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

COVENANT FOR LANDSCAPING WITHIN RIGHT OF WAY

WHEREAS, - DEBORAH P. WRIGHT (hereinafter the "Owner"), is the OWNER of record for the following described property:

BLOCK 2, LOT 26 & 1 FOOT STRIP ADJACENT SAME ON WEST according to the Plat of NORTH BAY ISLAND, as recorded in Plat Book 40, Page 59 of the Public Records of Miami-Dade County, Florida and further identified as Folio No. 23-3209-008-0450, also known as 7830 Miami View Drive, North Bay Village, Florida 33141 (hereinafter the "Property");

WHEREAS, Owner requests permission from North Bay Village (hereinafter "the Village") for Owner's development of certain non-standard right of way conditions, including those created by Owner's required landscaping which extends onto and over the public right-of-way of Miami View Drive (the "Improvements").

NOW, THEREFORE, in mutual consideration of the approval of this permit by the Village Manager, and the construction and landscaping of the Improvements by Owner, the Village and Owner hereby agree as follows:

1. Owner shall maintain and repair the Improvements within the public right-of-way. The Village may remove or cause the Improvements to be removed at any time for the purpose of gaining reasonable access to underground infrastructure for maintenance or repair, or for any other purpose determined reasonably necessary by the Village at its sole discretion. The Village shall not be responsible for replacing or restoring the Improvements, regardless of the extent of removal or any damage caused by or in connection with removal of the Improvements. If Owner declines to maintain or repair said Improvements, including after reasonable temporary removal by the Village, the Village may repair or maintain the right-of-way in accordance with the common standards of the Village and/or Miami-Dade County.
2. Owner hereby agrees that the Improvements shall not be reinforced by steel or any other similar reinforcing material which extends onto and/or over any part of the public right-of-way.
3. Owner does hereby agree to indemnify, defend and hold the Village, its principals, officers, and agents, harmless against any claims, suits, actions, or demands (including but not limited to any damages, reasonable attorneys' fees and costs) which may arise by virtue of the Village permitting the installation of the Improvements within the public right-of-way, or which may arise in connection with the Improvements in any way, now or at any time in the future.
4. Owner does hereby agree to remove or relocate the Improvements at Owner's own expense, within sixty (60) days of receiving written notice from the Village Manager that the Village Manager has determined the Improvements present a public safety hazard or that alternate

Agenda Item 10H

plans for the public right-of-way necessitate the removal or relocation of the Improvements. Failure to comply with such notice will result in the Village causing the Improvements to be removed and placement of a lien on the property and/or assessment of a lien against Owner for all costs incurred in connection with removal and disposal of the Improvements.

5. The undersigned agree that all covenants and conditions stated herein shall be deemed a covenant running with the land on which the Property is located, and shall remain in full force and effect and be binding on Owner, his heirs, executors, administrators, successors and assigns, until such time as this obligation has been cancelled by an affidavit filed in the Public Records of Miami-Dade County, Florida by the Village Manager (or his fully authorized representative).

Signed, sealed, executed and acknowledged on 21st day of March, 2018.

In the presence of:


By: 
Name: DEBORAH P. WRIGHT
Title: OWNER

Name: _____

Name: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 21 day of March, 2018, by DEBORAH P. WRIGHT, who is personally known to me, or who produced _____ as identification.


Notary Public in and for the County and State mentioned above

My Commission Expires: 3/12/21

Page 2 of 3



Agenda Item 10H

NORTH BAY VILLAGE

a municipal corporation of the state of Florida.

By: _____
Bert Wrains
Interim Village Manager

ATTEST:

By: _____
Yvonne P. Hamilton, CMC
Village Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Norman C. Powell, Esq.
Village Attorney

DEERING POINT SUBDIVISION

7830 MIAMI VIEW DR. 41E41 10G-751

MIAMI VIEW DR.
S2.32' 32'E(C)

POOL

BUILDING UNDER CONSTRUCTION
TWO STORY C.M.U.
STRUCTURE
LOT 26
F.F.E. 9.0'

BUILDING HEIGHT 28'
(GRADE TO TOP OF BUILDING)

F.F.E. 5.7'

ELECTRIC BOX

DEEDED TO DADE COUNTY, FLA. FOR
HIGHWAY PURPOSES (D.B. 1508 PG. 158)
N87 47' 42"E(C) 115.00'(C)

CONC. WALL

BUILDING HEIGHT 28'
(GRADE TO TOP OF BUILDING) NO ID.

1.5' Gate Fence

Trees to remain

STREET

DRAINAGE GRA

Agenda Item 10H

BOND: \$ _____

BUILDING DEPARTMENT INSPECTORS REVIEW SHEET

DATE:

ADDRESS: 7830 Miami View Dr
North Bay Village

NAME:

Deborah Wright

PHONE #:

(977) 939-2624

EMAIL:

deborah.wright@usa.net

DISCIPLINE	APPROVED/DATE	DENIED/DATE	COMMENTS: YES OR NO (Separate sheet attached)
CLERK Driveway + Approach			3/12/18 - emailed to ②
CODE ENFORCEMENT			
✓ ZONING	3/23/18		
ELECTRICAL			
MECHANICAL			
PLUMBING			
STRUCTURAL			
PUBLIC WORKS			
BUILDING	MM 3/26/18		(STAMPS TO SIGN MISSING)

Agenda Item 10H



1666 Kennedy Cswy, Ste 300
North Bay Village, FL 33141
Building Department
1666 Kennedy Causeway Suite 101
North Bay Village, FL 33141

Permit

Expiration: 09/24/2018

Location Address

Parcel Number

7830 MIAMI VIEW DR

2332090080450

Contacts

DEBORAH WRIGHT
7830 MIAMI VIEW DR, NORTH BAY VILLAGE, FL 33141
Owner/Builder

Description: NEW DRIVEWAY

Valuation: \$2,000.00

Total Sq Feet: 0.00

Inspection Requests:

Available Inspections:

Inspection Type		Comments	Pass	Date
Footing	100			
In Progress	103			
Foundation	105			
Concrete Slab	110			
Framing	115			
Final Building	195			

PERMIT VALID FOR 180 DAYS
AT LEAST ONE APPROVED INSPECTION EVERY 180 DAYS OR PERMIT

NO CONSTRUCTION BEFORE 8AM OR AFTER 5PM. NO WORK ON SATURDAY OR
SUNDAY. ALL INSPECTIONS REQUIRED.

Page 238 of 576

Agenda Item 10H



NORTH BAY VILLAGE PERMIT APPLICATION

1666 Kennedy Causeway, Suite 1D1, North Bay Village, FL 33141
Building Department # (305) 754-6740 Fax # (305) 756-7722

Application Date 3/11/18 Permit # BLDR0003142018 Permit Issued Date 3/28/18
Job Address 7830 Miami View Dr Tax Folio # 23-3209 008-0450
Lot _____ Block _____ Sub Division _____ Zone: RS-1 RS-2 RM-40 RM-70 CG CL MW
Property Owner Name 7830 Miami View Dr Telephone # (917) 939-2624
Owner Address Deborah Wingert City North Bay Village State FL Zip 33141
Contractor Company _____ Address _____
City O/B State _____ Zip _____ Telephone # _____
Qualifier's Name _____ Telephone # _____
State License # _____ Certificate of Competency # _____ Insurance Expiration Date _____
Architect/Engineer _____ License # _____



Work Description: (Circle One Only) S/F-RESIDENTIAL MULTI-FAMILY COMMERCIAL PUBLIC FACILITY RIGHT OF WAY

Scope of Work: Driveway permit

Value of Job: <u>\$2,000.00</u>	Linear Feet: _____	Square Feet: _____	Document Preservation: <u>.25</u>
Permit Fee: <u>1.25</u>	DC Fee: <u>1.20</u>	Zoning Review Fee: <u>531.25</u>	Structural Fee: _____
DCA Fee: <u>2.00</u>	Educational: <u>.50</u>	DBPR Fee: <u>2.00</u>	TSM Fee: <u>33.11</u>
APF or CHC: _____	Notary Fee: _____	Code Fines: _____	Bond: _____

TOTAL FEE: 695.31

DISCIPLINE	AP	DAP	DISCIPLINE	AP	DAP	DISCIPLINE	AP	DAP	DISCIPLINE	AP	DAP
Building	<u>1/11</u>	<u>3/12</u>	Mechanical			Code Enforcement			Structural		
Electrical			Plumbing			Building Official			Public Works		

Application is hereby made to obtain a permit to do work and installation as indicated. I (contractor/owner-builder) certify that all work will be performed to meet the standards of all laws regulating construction in North Bay Village. I (contractor/owner-builder) understand that a separate permit must be obtained for ELECTRICAL, MECHANICAL, PLUMBING, SIGNS, WELLS, POOLS, ROOFING, SHUTTERS, WINDOWS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc. I (contractor/owner-builder) understand that in signing this application I (contractor/owner-builder) am responsible for the supervision and completion of the construction including obtaining all inspections in accordance with the plans and specification.

NOTICE TO OWNER: This Permit does not grant any property rights or exclusive privileges. This Permit does not authorize any damage or injury to the property or rights of others. In addition to the requirements of this permit, there may be additional deed restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as Water Management Districts, state agencies or federal agencies. The Village recommends, although does not require, that the owner secure any required approvals from his/her/their Condominium or Homeowners' Association prior to submitting this building permit application. The owner acknowledges that issuance of a building permit by the Village is based solely upon the Florida Building Code and applicable local, county, state and federal laws and does not independently satisfy any applicable Homeowner/Condominium Association approval requirements that may exist between the Owner and the Association; and that the Village does not enforce any non-governmental deed restrictions or Homeowner/Condominium restrictions upon this property.

WARNING TO OWNER: Your failure to record a NOTICE OF COMMENCEMENT may result in you paying twice for improvements to your property. If you intend to obtain financing, consult with your attorney or lender before recording your notice of commencement.

OWNER/CONTRACTOR AFFIDAVIT: I certify that all of the foregoing information is accurate, and that all work will be done in compliance with the applicable laws regulating construction and zoning.

Signature of Property Owner or Agent _____
Administered Oath Sworn To & Subscribed Before Me This 12 Day of March 2018
Leilani Calabrese
Signature of NOTARY to Agent

Signature of Contractor _____
Administered Oath Sworn To & Subscribed Before Me This _____ Day of _____ 20_____

Signature of NOTARY to Contractor

(Print, Type, or Stamp Commissioned Name)
Personally Known _____
Type of I.D. produced _____
LEILANI CALABRESE
Notary Public, State of Florida
Commission # GG 059593
My Comm. Expires Mar 12, 2021
Bonded through National Notary Association

(Print, Type, or Stamp Commissioned Name)
Personally Known _____ or produced ID _____
Type of I.D. produced _____

APPLICATION IS VALID FOR 180 DAYS FROM DATE APPROVED.
APPLICATION AND ALL ATTACHEMENTS WILL BE DESTROYED AFTER THE DATE OF 30 DAYS FROM ISSUANCE.



NORTH BAY VILLAGE

ZONING DEPARTMENT

BUILDING PERMIT REVIEW

ADDRESS: 7830 Miami View Drive

OWNER: Deborah P. Wright

PROJECT TYPE: Driveway

DATE: March 22, 2018

REVIEW HOURS: 4.25

APPROVAL/DENIAL: Approved

COMMENTS:

These plans for a new driveway are approved as attached to this document, and as resubmitted by the Applicant.

ZONING OFFICIAL: James G. LaRue, AICP

SIGNATURE: James G. LaRue



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: June 12, 2018

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

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

PRESENTED BY STAFF: Finance Director Bert Wrains

SUBJECT: Request for Proposals – Vehicle Towing Service for the Police Department

RECOMMENDATION:

It is recommended that the Village Commission adopt the attached Resolution awarding RFP No. NBV 2018-001 for vehicle towing service to Midtown Towing and Junior's Tow and Storage LLC. These companies will be utilized by the Village on a per call rotational basis.

BACKGROUND:

The Village solicited proposals for vendors to provide Vehicle Towing Services for the Police Department, under RFP No. 2018-001-Vehicle Towing Services that was issued on February 25, 2018. Four proposals were received from the following: King's Wrecker Service Inc., Midtown Towing of Miami Inc., Junior's Tow and Storage LLC, and Beach Towing. All companies were required to charge rates established under the Miami-Dade County Towing Ordinance (Section 30-476).

An Evaluation Committee consisting of Chair Sam Bejar, Administrator-Internal Affairs; Maurice Murray, Code Enforcement Supervisor; and Resident Michael Tannhauser met on March 26, 2018 at 10:12 a.m. to review and evaluate the proposals.

Results

The Evaluation Committee conducted reviews based on the criteria set out in the RFP, and ranked the proposals as follows:

- | | | | |
|----|-------------------------------|---|----|
| 1. | Junior's Tow and Storage, LLC | - | 78 |
| 2. | Midtown Towing of Miami, Inc. | - | 78 |
| 3. | Beach Towing Services, Inc. | - | 65 |
| 4. | King's Wrecker Service, Inc. | - | 50 |

The Evaluation Committee recommended that the Village Manager award the Bid to the number one and number two ranked proposers. Midtown clarified in writing that the \$35 fee will be from profit sharing, and not an additional fee. These companies will be utilized by the Village on a per call rotational basis.

Interim Village Manager Bert Wrains partially accepted the Committee's recommendation. He deemed Beach Towing Service, Inc. non-responsive to the RFP, because they did not provide a fee per tow, as required.

BUDGET:

The selected companies will pay the Village \$35 per vehicle towed. The Village Police Department estimated an average of 125 vehicles towed per year, which will result in approximately \$4,400 in new revenue per year.

PERSONNEL:

There is no adverse impact or additional personnel requirements connected with the vehicle towing services to be provided.

CONTACT:

Police Chief Lewis Velken



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: May 29, 2018

TO: Yvonne P. Hamilton, CMC
Village Clerk

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

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDED RFP NO. NBV 2018-001 FOR VEHICLE TOWING SERVICES FOR THE POLICE DEPARTMENT TO MIDTOWN TOWING AND JUNIOR'S TOW AND STORAGE, LLC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACTS PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

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

MDM:ypb

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDING RFP NO. NBV 2018-001 FOR VEHICLE TOWING SERVICES FOR THE POLICE DEPARTMENT TO MIDTOWN TOWING AND JUNIOR'S TOW AND STORAGE, LLC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACTS PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE RFP DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

WHEREAS, the Village authorized the receipt of proposals for two companies to perform vehicle towing services for the Police Department on a per call rotational basis; and

WHEREAS, in accordance with applicable State and local laws, the Village Clerk did duly advertise on February 25, 2018 to receive Request for Proposals from qualified companies, under RFP No. NBV 2018-001; and

WHEREAS, in connection therewith, proposals were received from Beach Towing Service Inc., Junior's Tow and Storage LLC, King's Wrecker Service Inc., and Midtown Towing, and opened on March 26, 2018 in the Office of the Village Clerk; and

WHEREAS, the Village Manager created a Selection Committee consisting of Chair Sam Bejar, Administrator-Internal Affairs; Maurice Murray, Code Enforcement Supervisor; and Resident Michael Tannhauser to evaluate the RFP responses, pursuant to Chapter 36, Section 36.25(N)(2) of the Village's Procurement Ordinance; and

WHEREAS, it is the recommendation of the Village Manager that contracts be awarded to Midtown Towing and Junior's Tow and Storage LLC for vehicle towing, storage and related services as outlined in RFP No. NBV 2018-001.

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

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

Section 2. **Award of Proposal.** RFP No. NBV 2018-001 for Vehicle Towing Services for the Police Department is hereby awarded to Midtown Towing and Junior's Tow and Storage, LLC.

Section 3. **Authorization of Village Officials.** The Village Manager is authorized to enter into an agreement with Midtown Towing and Junior's Tow and Storage, LLC for Vehicle Towing Services for the Police Department in accordance with the scope of services outlined in RFP No. NBV 2018-001.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this ____ day of June 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: Award of RFP No. 2018-001, Vehicle Towing Services.



North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE MEMORANDUM

DATE: April 5, 2018

TO: Marlen D. Martell
Village Manager

FROM: Sam Bejar, Chair
Vehicle Towing RFP Evaluation Committee

SUBJECT: Request for Proposals – Vehicle Towing Services RFP No. NBV 2018-001

The Vehicle Towing RFP Evaluation Committee (“Committee”) consisting of the Chair Sam Bejar, Administrator-Internal Affairs, Maurice Murray, Code Enforcement Supervisor, and Resident Michael Tannhauser, met on March 26, 2018 at 10:12 a.m. to review and evaluate the RFP responses submitted by the following companies.

<u>Company’s Name</u>	<u>Fee Proposal</u>
Beach Towing Service, Inc.	As Sole Contractor Minimum of \$6,000 for first 12 months after start date of contract On a Rotational Basis with one other Service Provider Minimum of \$3,000 for first 12 months after start date of contract On a Rotational Basis with two other Service Providers Minimum of \$2,000 for first 12 months after start date of contract
Junior’s Tow and Storage, LLC	\$35 per tow
King’s Wrecker Service, Inc.	No price provided
Midtown Towing	\$35 per tow

Village Clerk Yvonne Hamilton & Deputy Village Clerk Grace Mariot attended.

Results

The Evaluation Committee reviewed the proposals based on the criteria set out in the RFP; and discussed the responses.

King's Towing

Concerns were expressed with the inability to track ownership for King's Wrecker Service, Inc. (King's). Documents in the RFP response showed repeated ownership transfers; and although business ownership is registered to King's, there are different companies/individuals representing the vehicles. Additionally, no price was included in the proposal; and the Committee deemed King's nonresponsive in the price category.

Beach Towing

The pricing structure for Beach Towing is not clear. There is reference to an additional \$30 per tow; and it was suggested the Village Manager clarify if the intent was for \$30 per tow as per the RFP with a minimum of \$3,000.00 per year and to further clarify the pricing structure in the second year of the contract. It was noted the company is currently providing services to the Village under an emergency basis; and they have a long-standing towing history.

Midtown Towing

Midtown Towing was responsive to the price proposal with \$35 per tow. There appears to be an additional \$35 per tow administration fee for service, rather than use of the revenue sharing method. It was suggested the Village Manager clarify if it will be a revenue sharing or an administrative fee added to the customer.

Junior's Towing

The proposal for Junior's Towing and Storage was not responsive to information requested on past experience and performance. The Village uses this company under an emergency basis; and it was stated their service has been very reliable.

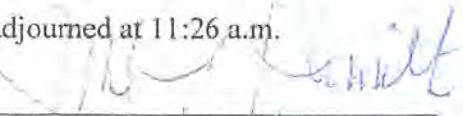
The Committee completed the rating forms and the results were:

Junior's Towing	78.33%
Midtown Towing	78.33%
Beach Towing Services, Inc.	65%
King's Wrecker Service, Inc.	50%

Chair Sam Bejar moved to recommend award of the Towing RFP to Junior's Towing and Midtown Towing on a rotational basis, if Midtown correctly clarifies the \$35 fee will be from profit sharing, and not an additional fee. If it's an additional fee, the Committee is not in favor of recommending Midtown. Beach Towing Services, Inc. and Junior's are recommended instead. If Beach Towing Services, Inc. clarifies that they are offering a minimum of \$3,000.00 per year to the Village going forward, then the Committee recommends Junior's and Beach Towing Services, Inc. Michael Tannhauser seconded the motion, and all voted in favor.

The meeting adjourned at 11:26 a.m.

Prepared by:


Yvonne P. Hamilton
Village Clerk

Mayor
Connie Leon-Kreps

Vice Mayor
Andreana Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Date: 3/26/2018

Review Member Name		Kings Towing	Beach Towing	Midtown Towing	Juniors Towing
Maurice Murray, Code Enforcement Supervisor		50	55	100	55
Sam Bejar, Internal Affairs Investigator		40	80	55	100
Michael Tannhauser, Village Resident		60	60	80	80
Total Points:		150	195	235	235

*Grand Total Points: The sum of points given by the Review Member(s) divided by the number of Review Member(s) present at the time of ranking.

RFP
VEHICLE TOWING SERVICES
North Bay Village, Florida
RFP No. NBV 2018-001

EVALUATION SHEET

Name of Proposer: KINGS WRECKER SERVICE

Criteria	Maximum Points	Reviewer's Score
1. Proposer past experience and performance on comparable engagements	40	40
2. Proposer with an office located within Miami-Dade, Broward, Palm Beach or Monroe County	20	10
3. Proposer's Fees	40	0
TOTAL POINTS	100	50

Comments:

Evaluator: Y. J. Turner

Date: 3/26/2018

RFP
VEHICLE TOWING SERVICES
North Bay Village, Florida
RFP No. NBV 2018-001

EVALUATION SHEET

Name of Proposer: KING'S WRECKER SVC

Criteria	Maximum Points	Reviewer's Score
1. Proposer past experience and performance on comparable engagements	40	20
2. Proposer with an office located within Miami-Dade, Broward, Palm Beach or Monroe County	20	20
3. Proposer's Fees	40	0
TOTAL POINTS	100	

Comments:

REPEATED OWNERSHIP TRANSFER -
QUESTIONS AS TO WHO ACTUALLY OWNS EQUIPMENT -
MULTIPLE TITLES/REGISTRARS ON WRECKER

Evaluator:

BEAR

Date:

3/26/18

**RFP
VEHICLE TOWING SERVICES
North Bay Village, Florida
RFP No. NBV 2018-001**

EVALUATION SHEET

Name of Proposer: King

Criteria	Maximum Points	Reviewer's Score
1. Proposer past experience and performance on comparable engagements	40	40
2. Proposer with an office located within Miami-Dade, Broward, Palm Beach or Monroe County	20	20
3. Proposer's Fees	40	0
TOTAL POINTS	100	60

Comments:

Evaluator: David T. Kane

Date: 3/26/2018

RFP
VEHICLE TOWING SERVICES
North Bay Village, Florida
RFP No. NBV 2018-001

EVALUATION SHEET

Name of Proposer: BEACH TOWING SERVICES INC

Criteria	Maximum Points	Reviewer's Score
1. Proposer past experience and performance on comparable engagements	40	40
2. Proposer with an office located within Miami-Dade, Broward, Palm Beach or Monroe County	20	15
3. Proposer's Fees	40	0
TOTAL POINTS	100	55

Comments:

Evaluator: M. Henry

Date: 3/26/2018

RFP
VEHICLE TOWING SERVICES
North Bay Village, Florida
RFP No. NBV 2018-001

EVALUATION SHEET

Name of Proposer: BEACH TOWING Svc's

Criteria	Maximum Points	Reviewer's Score
1. Proposer past experience and performance on comparable engagements	40	40
2. Proposer with an office located within Miami-Dade, Broward, Palm Beach or Monroe County	20	20
3. Proposer's Fees	40	20
TOTAL POINTS	100	80

Comments: PAST PERFORMANCE IS VERY STRONG.
SOLID OWNERSHIP HISTORY. NOT CLEAR AS TO
FEES STRUCTURE - POSSIBLY \$30 PER TOW
W/ MIN OF \$3K - MORE TO CLARIFY

Evaluator: BEAR
 Date: 3/26/18

**RFP
VEHICLE TOWING SERVICES
North Bay Village, Florida
RFP No. NBV 2018-001**

EVALUATION SHEET

Name of Proposer: Beach Towing Service

Criteria	Maximum Points	Reviewer's Score
1. Proposer past experience and performance on comparable engagements	40	40
2. Proposer with an office located within Miami-Dade, Broward, Palm Beach or Monroe County	20	20
3. Proposer's Fees	40	0
TOTAL POINTS	100	60

Comments: Proposer's fees.
Not clear understanding in last
Paragraph page 9 - "An Alternative
Payment option"

Evaluator: L. Chris Church

Date: 3/26/2018

RFP
VEHICLE TOWING SERVICES
North Bay Village, Florida
RFP No. NBV 2018-001

EVALUATION SHEET

Name of Proposer: MID TOWN TOWING

Criteria	Maximum Points	Reviewer's Score
1. Proposer past experience and performance on comparable engagements	40	40
2. Proposer with an office located within Miami-Dade, Broward, Palm Beach or Monroe County	20	20
3. Proposer's Fees	40	40
TOTAL POINTS	100	100

Comments:

Evaluator: M. Murry

Date: 3/26/2018

**RFP
VEHICLE TOWING SERVICES
North Bay Village, Florida
RFP No. NBV 2018-001**

EVALUATION SHEET

Name of Proposer: Houston Towing

Criteria	Maximum Points	Reviewer's Score
1. Proposer past experience and performance on comparable engagements	40	40
2. Proposer with an office located within Miami-Dade, Broward, Palm Beach or Monroe County	20	20
3. Proposer's Fees	40	20
TOTAL POINTS	100	80

Comments: on fees: copy - part in column
below, page 93

Evaluator: L. L. L. L. L.
Date: 3/26/2018

**RFP
VEHICLE TOWING SERVICES
North Bay Village, Florida
RFP No. NBV 2018-001**

EVALUATION SHEET

Name of Proposer: MIDTOWN TOWING

Criteria	Maximum Points	Reviewer's Score
1. Proposer past experience and performance on comparable engagements	40	25
2. Proposer with an office located within Miami-Dade, Broward, Palm Beach or Monroe County	20	20
3. Proposer's Fees	40	10
TOTAL POINTS	100	55

Comments:

THE STRUCTURE IS CONVOLUTED -
THEY SPEAK TO AN ADMIN FEE & A REVENUE
SHARE - UNSURE IF THEY PLAN TO PAY US
BACK VIA OUR ADMIN FEE (NOT OK). CLOSE TO
KINGS. PAID NEGATIVE NEWS ARTICLE

Evaluator:

BEJAR

Date:

3/26/2018

RFP
VEHICLE TOWING SERVICES
North Bay Village, Florida
RFP No. NBV 2018-001

EVALUATION SHEET

Name of Proposer: Juniors Tow and Storage

Criteria	Maximum Points	Reviewer's Score
1. Proposer past experience and performance on comparable engagements	40	0
2. Proposer with an office located within Miami-Dade, Broward, Palm Beach or Monroe County	20	15
3. Proposer's Fees	40	40
TOTAL POINTS	100	55

Comments:

Evaluator: M. Murray
Date: 3/26/2018

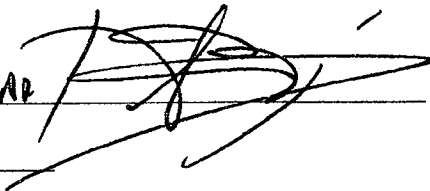
**RFP
VEHICLE TOWING SERVICES
North Bay Village, Florida
RFP No. NBV 2018-001**

EVALUATION SHEET

Name of Proposer: JUNIOR'S TOWING

Criteria	Maximum Points	Reviewer's Score
1. Proposer past experience and performance on comparable engagements	40	40
2. Proposer with an office located within Miami-Dade, Broward, Palm Beach or Monroe County	20	20
3. Proposer's Fees	40	40
TOTAL POINTS	100	100

Comments: SOLID PAST EXPERIENCE. ACTIVE
COMMUNITY PARTICIPANT. CLEAR CUT AS TO
FEE'S: \$35" / VEHICLE

Evaluator: BEJAP 

Date: 3/26/18

**RFP
VEHICLE TOWING SERVICES
North Bay Village, Florida
RFP No. NBV 2018-001**

EVALUATION SHEET

Name of Proposer: Juncar's Tow + Storage

Criteria	Maximum Points	Reviewer's Score
1. Proposer past experience and performance on comparable engagements	40	40
2. Proposer with an office located within Miami-Dade, Broward, Palm Beach or Monroe County	20	20
3. Proposer's Fees	40	20
TOTAL POINTS	100	80

Comments:

Evaluator: L. J. Juncar

Date: 2/26/2018



**NORTH BAY VILLAGE
REQUEST FOR PROPOSALS
VEHICLE TOWING SERVICES
RFP NO. NBV 2018-001**

Public Notice is hereby given that North Bay Village, Florida is requesting proposals from experienced and qualified vendors to perform Vehicle Towing Services to the North Bay Village Police Department.

Sealed Responses clearly labeled with the RFP title and number (RFP NO. NBV 2018-001) must be received by mail or hand delivered on or before March 16, no later than 4:00 p.m. local time, at which time they will be publicly opened in the Office of the Village Clerk. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

Respondents must submit an original unbound package, six (6) additional copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

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

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

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

Yvonne P. Hamilton, CMC
Village Clerk



North Bay Village

Administrative Offices

1668 Kennedy Causeway, Suite 200, North Bay Village, FL 33141

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

NORTH BAY VILLAGE Memorandum

DATE: February 28, 2018

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

FROM: Bert Wrains
Interim Village Manager

SUBJECT: Cone of Silence – RFP No. NBV 2018-001
Vehicle Towing Services

The Village has issued RFP No. NBV 2018-001 for Vehicle Towing Services. Please be advised that pursuant to Section 38.18 of the Village Code, "Ethics Ordinance" a Cone of Silence is hereby imposed whereby any communications between any potential proposer, service provider, lobbyist or consultant and the Village Staff and elected officials pertaining to this RFP is prohibited.

Please, therefore, direct requests for information regarding this matter to the Village Clerk, who will receive all requests in writing and provide responses.

Please govern yourself accordingly.

BW:ypb

C: Ana Deleón, Acting HR Director
Carlos Noriega, Police Chief
Diego Lopez, Acting Director of Public Works
Raul Rodriguez, Chief Building Official

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Yvonne Hamilton

From: Bert Wrains
Sent: Monday, April 16, 2018 8:54 PM
To: Sam Bejar
Cc: Yvonne Hamilton
Subject: RE: Towing bid clarification
Attachments: Amended Page 9 of Beach Towing RFP.pdf; Midtown Towing clarification of bid.docx
Expires: Tuesday, October 02, 2018 12:00 AM

Sam,

The towing charges quoted by Beach Towing do not conform to County Code 30-476 requirements. Beach Towing's response to the RFP states that if the Village does not receive a set minimum amount per year in City fees then Beach Towing would cover the difference out of its share of profits earned from the award. I explained that the Village does not have an applicable "City" fee that Beach Towing could charge on top of the County rates. We had no way to measure his bid regarding the revenues to the Village.

I spoke with the Beach Towing representative Robert Ashenoff and I have attached his clarification statement that goes with Beach Towing bid.

I spoke to the representative of MidTown Towing Michael Fur and he sent the attached clarification statement. Mr. Fur states that page 93 is withdrawn from the bid package as it conflicts with the pricing page. With these 2 clarifications you can proceed with your bid evaluation and recommendation for award. This should be scheduled for the May 8 Commission meeting.

Please let me know if you have any other questions.

Bert Wrains, Finance Director
1666 Kennedy Causeway Suite 300
North Bay Village, Fl. 33141
bwrains@nbvillage.com
Office 305-756-7171
Cell 954-610-7979

From: Sam Bejar
Sent: Thursday, April 05, 2018 2:18 PM
To: Bert Wrains
Cc: Yvonne Hamilton; Carlos Noriega
Subject: RE: Towing bid clarification

Bert,

Thanks for following up with Midtown and clarifying their position.

Did you have an opportunity to also get clarification from Beach Towing? If they are indeed guaranteeing us a minimum of \$3,000 per year, that would be much more favorable to the Village than the other proposals. We two do about 125 PD tow per year, that would equate to about 63 per vendor, at \$35.00 per tow that equates to \$2205 per year. Based on those numbers, Beach would be guaranteeing us a minimum of \$800 more in revenue than Midtown.

Thanks,

This is the information from Midtown Towing that they sent me on March 29 to clarify their bid. Bert Wrains

Good afternoon,

As discussed in our conversation, Midtown Towing agrees to share profit with North Bay Village per tow performed. Page 93 does not apply to the bid. Please confirm receipt and Should you have any questions, please let me know.

Thank you!

Michael Tur



www.Midtown-Towing.com

551 NW 72 Street

Miami, FL 33150

Phone: 305-754-1450

Samuel Bejar
Administrator - Internal Affairs
North Bay Village Police Department

From: Bert Wrains
Sent: Thursday, April 05, 2018 2:08 PM
To: Sam Bejar
Cc: Yvonne Hamilton; cnoriega@nbvillage.com
Subject: Towing bid clarification

Sam,

Here is the clarification on the towing bid by Mid-Town towing. I spoke to Michael Tur of Mid-Town about the 2 conflicting statements and his response is attached.

I will return your bid documents so that you can proceed with the committee's recommendation of the award of the police towing contract.

If I can assist you in this please let me know.

Bert Wrains, Finance Director
1666 Kennedy Causeway Suite 300
North Bay Village, Fl. 33141
bwrains@nbvillage.com
Office 305-756-7171
Cell 954-610-7979



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

DATE: March 19, 2018

TO: Bert Wrains
Interim Village Manager

FROM: Yvonne P. Hamilton, CMC
Village Clerk

SUBJECT: North Bay Village Request for Proposals – Vehicle Towing Service
RFP No. NBV 2018-001

At approximately 4:00 p.m. on Friday, March 16, 2018, the Deputy Village Clerk Grace Mariot and I conducted the scheduled opening of the proposals submitted in response to the Village's Request for Proposals for vehicle towing services. Four (4) proposals were received from the below listed companies:

<u>Proposer</u>	<u>Price Proposal</u>
<u>Beach Towing Service, Inc.</u> As Sole Contractor	<u>Minimum of \$6,000 for first 12 months</u> after start date of contract
On a Rotational Basis with one other Service Provider	Minimum of \$3,000 for first 12 months after start date of contract
On a Rotational Basis with two other Service Providers	Minimum of \$2,000 for first 12 months after start date of contract
<u>Junior's Tow and Storage, LLC</u>	<u>\$35 per tow</u>
<u>King's Wrecker Service, Inc.</u>	<u>No price provided</u>
<u>Midtown Towing</u>	<u>\$35 per tow</u>

The bid opening concluded at 4:20 p.m.

/yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim



North Bay Village

Administrative Offices


1666 Kennedy Causeway Suite 300 North Bay Village FL 33141

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

NORTH BAY VILLAGE Memorandum

DATE: February 28, 2018

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

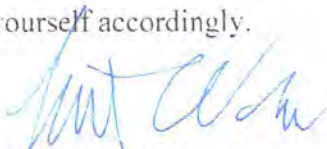
FROM: Bert Wrains
Interim Village Manager 

SUBJECT: Cone of Silence – RFP No. NBV 2018-001
Vehicle Towing Services

The Village has issued RFP No. NBV 2018-001 for Vehicle Towing Services. Please be advised that pursuant to Section 38.18 of the Village Code, "Ethics Ordinance" a Cone of Silence is hereby imposed whereby any communications between any potential proposer, service provider, lobbyist or consultant and the Village Staff and elected officials pertaining to this RFP is prohibited.

Please, therefore, direct requests for information regarding this matter to the Village Clerk, who will receive all requests in writing and provide responses.

Please govern yourself accordingly.

BW:yph 

C: Ana Deleon, Acting HR Director
Carlos Noriega, Police Chief
Diego Lopez, Acting Director of Public Works
Raul Rodriguez, Chief Building Official

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

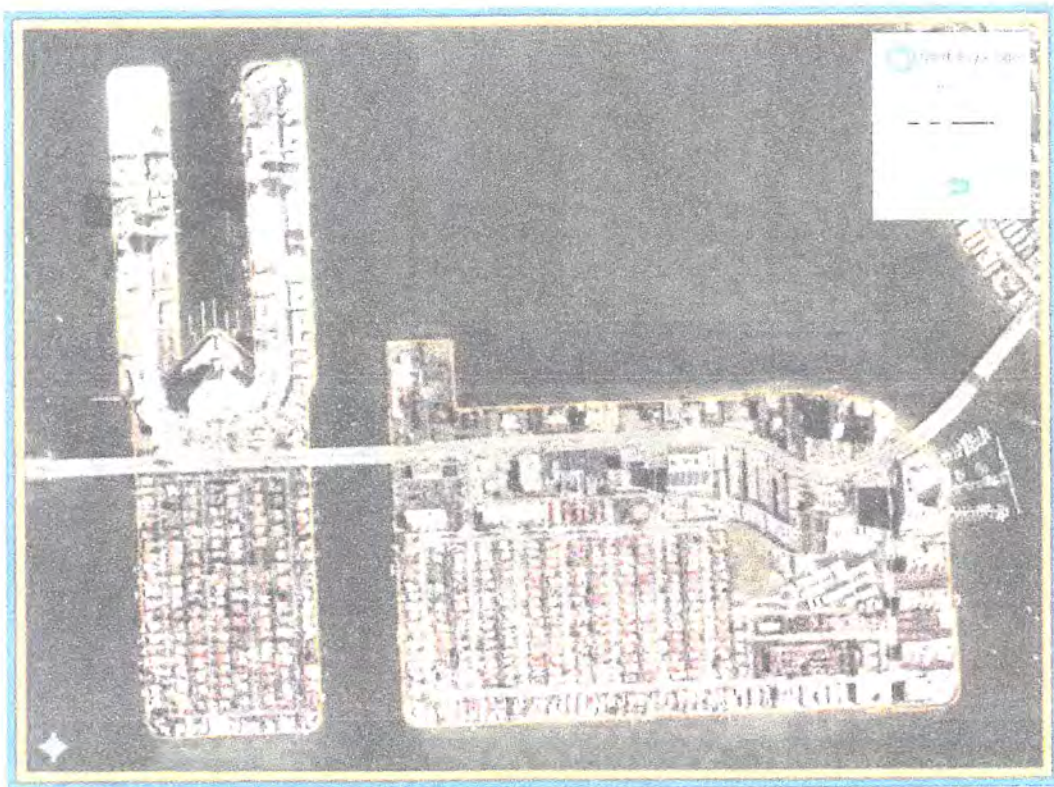
Commissioner
Eddie Lim

NORTH BAY VILLAGE, FLORIDA



**REQUEST FOR PROPOSALS
FOR
VEHICLE TOWING SERVICES**

**REQUEST FOR PROPOSAL
NO. NBV 2018-001**



**SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,
ON OR BEFORE MARCH 16, 2018 AT 4:00 P.M.
1666 KENNEDY CAUSEWAY, SUITE 300
NORTH BAY VILLAGE, FL 33141**

**NORTH BAY VILLAGE
REQUEST FOR PROPOSALS
VEHICLE TOWING SERVICES
RFP NO. NBV 2018-001**

Public Notice is hereby given that North Bay Village, Florida is requesting proposals from experienced and qualified vendors to perform Vehicle Towing Services to the North Bay Village Police Department.

Sealed Responses clearly labeled with the RFP title and number (RFP NO. NBV 2018) must be received by mail or hand delivered on or before March 16, 2018, no later than 4:00 p.m. local time, at which time they will be publicly opened in the Office of the Village Clerk. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

Respondents must submit an original unbound package, six (6) additional copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

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

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

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

Yvonne P. Hamilton, CMC
Village Clerk

SCHEDULE OF EVENTS

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

Date	Event
February 25, 2018	Advertisement
February 27, 2018	Documents Available to public
March 12, 2018	Last day opportunity for questions by emailing vyvonne.hamilton@nbvillage.com , no later than 5:00 PM local time.
March 16, 2018	Bid Documents Submittal due in to Village Clerk Office, no later than 4:00 P.M. local time.
March 21, 2018	RFP Evaluation Committee Meeting – 10:00 A.M. local time.
March 23, 2018	Award Recommendation to Village Clerk and Village Manager
April 10, 2018	Commission Public Meeting to review and confirm Award Recommendation 7:30 P.M. local time.



**NORTH BAY VILLAGE
REQUEST FOR PROPOSALS
VEHICLE TOWING SERVICES
RFP NO. NBV 2018-001**

1.0 PURPOSE

North Bay Village is requesting Sealed Proposals from qualified and experienced proposers, (hereinafter referred to as “Contractor” or “Proposer”) to perform Vehicle Towing Services for the North Bay Village Police Department (“Police Department”). Upon the Village Commission's ratification of the Village Manager's recommendation, the Village will enter into negotiations with a maximum of three firms in order to establish a rotation of service providers who will perform services to the Village under the Agreement herein (the “Agreement”), which shall be subject to ultimate approval by the Village Commission.

The successful Proposer(s) must be an independent contractor, and the individual(s) assigned to provide services to the Village by the Contractor shall be subject to the approval of the Village, and will not be a Village employee(s). The successful Proposer(s) shall execute the Agreement for approval by the Village Commission.

2.0 BACKGROUND

2.1 Statistical Data

The Village was incorporated in 1945 and has approximately 8,900 residents. The Village is bounded on the east by Miami Beach and the west by The City of Miami. The Village's fiscal year begins October 1st and ends on September 30th.

The Village provides the normal range of governmental services including administration, parks and recreation, planning, zoning and building, code enforcement, library services and law enforcement to its citizens. Fire and Rescue services are currently provided by the Miami-Dade Fire Department.

2.2 Scope of Work to Be Performed

The Contractor will assist in the following

It is the Village's intent to award this contract to a maximum of three responsive and responsible Proposers. However, the Village reserves the right to award the contract in whatever manner that is in the best interest of the Village.

The successful Proposers will be utilized by the Village and its Police Department on a per call rotational basis.

2.3 Performance Schedule

The Village anticipates the performance for services related to this Agreement to begin upon execution of the Agreement.

3.0 RESPONSIBILITIES OF THE VILLAGE

Village staff will be available to assist Proposers in both the bidding process and with interpreting specifications, standards and directions.

4.0 SUBMISSION OF PROPOSAL

Incurred Expenses:

The Village is not responsible for any expenses which Proposers may incur preparing and submitting proposals called for in the RFP.

Interviews:

The Village reserves the right to conduct personal interviews or required presentations on all Proposers prior to selection. The Village will not be liable for any costs incurred by the Proposer(s) in connection with such interviews/presentations (i.e. travel, accommodations, etc).

Proposal Acknowledge:

By submitting a proposal, the Proposer(s) certifies that the Proposer(s) has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

Request for Additional Information:

The Proposer(s) shall furnish such additional information as North Bay Village may reasonably require. This includes information which indicates financial resources as well as ability to provide the system and/or services. The Village reserves the right to make investigations of the qualifications of the Proposer(s) as it deems appropriate, including but not limited to, a background investigation conducted by the North Bay Village Police Department.

Acceptance/Rejection/Modification to Proposals:

The Village reserves the right to reject any and all proposals, and to waive minor irregularities in the procedure and agree to minor modifications during the agreement preparation process.

Proposals Binding:

All proposals submitted shall be binding for Ninety (90) calendar days following opening.

Proposal Withdrawal:

Proposers may withdraw their proposals by notifying the Village in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide receipt for the proposal. Proposals, once opened, become the property of the Village and will not be returned to the Proposers.

Proposal Disclosure:

Upon opening, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke in writing the exemptions to disclosure provided by law in the response to the RFP by providing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

5.0 CONDITIONS OF PROPOSALS

- A. Late Proposals** – Proposals received by the Village after time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.
- B. Completeness** – All information required by this RFP must be supplied to constitute an acceptable proposal.
- C. Public Opening** – All proposals will be publicly opened at the time and place specified. Proposals may be reviewed by any person thirty (30) days after the opening or recommendation of award which ever occurs sooner.
- D. Award Presentation** – The Village Manager will present to Village Commission for acceptance and final award, one or more of the proposals, or reject all proposals, within one hundred twenty (120) calendar days from the date of opening of proposals.

6.0 TERMS AND CONDITIONS OF AGREEMENT

Successful Proposer(s) shall enter into a Franchise Agreement (“Agreement”), with the Village, for the purpose of providing adequate and qualified towing and wrecker service to the North Bay Village Police Department.

1. **Multiple Award/Rotation of Service Providers:**

Village reserves the right to award contract to up to three Proposers in order to establish a rotation of service providers, if such is deemed to be in the best interest of the Village. If a multiple award is made and a rotation of service providers is established, the Village contemplates that the successful proposers will be required to provide service on a per call rotational basis.

2. **Cost of Services to the Public:**

All successful proposers will be governed by Miami-Dade County Towing Ordinance, Section 30-476 regarding maximum towing charges. The schedule of charges listed in this ordinance, which is attached as (Attachment A) to this RFP, will govern the cost of services to the public under any agreement established as a result of this Request for Proposals. The cost of service will be based on the vehicle to be towed, not necessarily on the particular vehicle dispatched to the scene. No other charges are applicable to vehicles towed under this Agreement.

3. **Cost Adjustments:**

Costs to the public shall be subject to adjustment, only if allowed by resolution by the Miami-Dade County Board of County Commissioners pursuant to the Miami-Dade Code Section 30-476.

4. **Resolution of Disputes:**

All disputes concerning the level of service or any matter referred to herein will be referred to the Village Manager or his designee, who shall conduct such investigations and inquiries, including discussions with the company, which the Village Manager deems appropriate. The Village Manager, or his designee, shall be the sole judge of the merits of the dispute and the contractor shall abide by the decision of the Village Manager.

5. **Village Fees:**

The Contractor shall submit a proposal for a minimum **premium to pay the Village per tow**. The Contractor shall submit a monthly report of all tows and monies collected, to include the date of tow and police case number of services rendered along with the payment to the Village.

6. **Village Fee Adjustments:**

Fees paid to the Village may be increased each year of the contract by a minimum of 5% from the previous year's fee. The actual increase shall be negotiated between the Village and Contractor based upon volume of services provided during the previous twelve (12) month period. If fees are delinquent, a late charge of \$50.00 shall be applied. If fees are more than thirty (30) days late, Contractor is subject to suspension or cancellation at the Village's sole option.

7. **Additional Contractor Responsibility:**

Any related costs to towing, recovery, storage, or administration that is not specifically stated in this contract will be the sole responsibility of the Contractor. Contractor can only charge vehicle owners or operators the rates listed in this Agreement and under the terms and conditions contained in this Agreement.

8. **Responsibility for Payment:**

The Village will not be responsible for the collection or payment of any charge for services rendered by reasons of its having dispatched service in accordance with this Agreement, unless such service charge is applicable to Village owned, confiscated, or leased vehicles or equipment, street clean up without a tow (equivalent to a normal automobile tow), or Village authorized special services. All other such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant in possession.

9. **Village Vehicles:**

Contractor shall recover and tow Village owned, confiscated, or leased vehicles that are located within Miami-Dade or Broward Counties to its compound or to any Village designated location within Miami-Dade County at no charge to the Village. Village vehicles that are located outside Miami-Dade or Broward Counties which require towing services shall be billed to the Village at proposed rate. In the event a vehicle is held for evidence, Contractor shall store the vehicle at his compound at no charge and deliver that vehicle at no charge from the compound to any Village designated location.

Vehicles seized for forfeiture pursuant to North Bay Village Police Department policy (Attachment B), shall be stored for a period of up to, but not more than forty-five (45) calendar days without charge to the

Village. After that time if forfeiture proceedings are to be instituted, the vehicle shall be removed to a Village storage facility by the Contractor. If forfeiture proceedings are not instituted, the owner of the vehicle may be charged for the storage and towing in accordance with established rates.

10. **Estimated Service Levels:**

Current contract service levels are approximately 200 authorized Police and 25 Village vehicle tows per year. This estimate is provided for informational purposes only. NO warranty or guarantee of quantities is given or implied. Contractor shall provide service as required.

11. **Subcontractors:**

Any use of subcontractors will be at the Village's sole option, and use of subcontractors must be preceded by receipt of written Village approval and be subject to the following conditions:

- a. Subcontracting shall be allowed for recovery and towing only, not for storage operations, except abandoned or derelict "dead" vehicle storage.
- b. All towing and recovery vehicles shall only be identified by Contractor's name, address of principal compound, and telephone number. No subcontractor identification shall be allowed.
- c. Subcontractors shall not be used for critical accident emergencies, or street blockage calls, unless approved by the Village in writing.
- d. Contractor shall be held fully responsible for subcontractor's performance and insurance coverage.
- e. Village reserves the right, at its sole option, to withdraw approval of a particular subcontractor by giving the Contractor written notice.
- f. If an emergency situation is declared by the Police Officer or authorized Village staff at the scene, that officer or staff person may waive b. and c. above and authorize Contractor to use subcontractors to resolve the immediate emergency.
- g. Any and all provisions of this contract may be waived by the Village Manager or his/her designee during a declared national, state, or local emergency.

12. **Suspension:**

Should at any time during the term of this Agreement, including any option terms, the Contractor is in violation of any of the terms and conditions of this Agreement, the Village shall have the right to suspend the Contractor until the violation is resolved to the satisfaction of the Village. If the violation is not promptly resolved or is of such serious nature that the Village determines that suspension is not adequate, the Village reserves the right to terminate for cause.

Should at any time during the term of this Agreement, including any option terms, the Contractor or its principals become the subject of a criminal investigation, the Village shall have the right to suspend the Contractor until the outcome of any pending investigation, including trial, should one result. Upon termination of the criminal investigation, if it does not result in criminal charges, the Village at its sole discretion may cancel the Agreement or reinstate the Agreement. Should criminal charges result from the investigation, at the conclusion of the trial or upon a plea bargain by the Contractor, the Village in its sole discretion may cancel the Agreement or reinstate the Agreement.

13. **Special Services:**

If additional duties, similar to those contained in the Technical Specifications of this RFP, but not specified are required by the Village, and the Contractor is able to provide those special services; those services may be requested under this Agreement by authorized Village staff. Examples of such special services could be removal of an aircraft from water, or recovery of a large piece of Village equipment from mud.

In such instances, the Village will depend upon the Contractor's experience in such matters, and authorize Contractor to assemble all necessary special equipment and staff including use of subcontractors, to resolve the special or emergency situation. Whenever possible, estimated costs for such special services shall be provided to the Village prior to engaging in work and all costs shall be subject to negotiation. In any such instances the Village reserves the right, time and circumstances permitting to seek the special services elsewhere in accordance with the Village procurement ordinances.

14. **Assignment/Stock Transfer:**

This Agreement shall not be assigned, sold, or transferred unless prior Village written permission is obtained by the Contractor. If the Contractor is a corporation, such corporation shall include a list of its shareholders with its proposal. The Village will reserve the option to terminate the Agreement upon any change in ownership of the corporation's stock.

15. **Non Exclusive Services:**

Nothing contained in this Agreement will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of his choice, or requesting his vehicle be towed to a garage location or compound of his choice and not that of the Contractor, unless the disabled vehicle cannot be removed in twenty (20) minutes or less or is creating a tie up of traffic or hazardous situation, in the opinion of the officer at the scene.

16. **Benefit from Repairs:**

The Village prefers that the towing franchisee not engage directly or indirectly in the automotive or truck repair, paint and body, salvage, junkyard, or re-cycling business. If the Contractor currently has any interest in automotive or truck repair, paint and body, salvage, junkyard, or re-cycling businesses, he shall so state in his proposal and list the specifics of that interest. The specific circumstances and relationship of the Contractor to these peripheral activities will be reviewed during evaluation of proposer's qualifications and capabilities.

If during the term of the Agreement, including any option terms, Contractor acquires an interest in automotive or truck repair, paint and body, salvage, junkyard, or re-cycling businesses, he shall immediately notify the Village in writing. Failure to do so may result in termination of Agreement.

17. **Complaints and Disputes:**

At all times, Contractor shall conduct its business in a courteous, ethical and orderly manner, and use every means to obtain and keep the confidence of the motoring public. All complaints concerning misconduct on the part of the Contractor or disputes between Village staff and the Contractor will be referred to the Village Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the Village Manager or designee shall

be binding upon the parties, and Failure of the Contractor to follow any such determination could be considered a material breach and subject the Contractor to termination for cause.

18. **State Sales Taxes:**

Contractor shall be responsible for collecting and transmitting to the proper agency all applicable sales tax in accordance with the latest regulations and revisions to State Statutes.

19. **Required Licensing:**

The Contractor shall at all times be a holder of a general towing and wrecker service license issued by Miami-Dade County, and have current decals issued by Miami-Dade County for all towing vehicles.

The Contractor must also have all necessary State, County, Village, and local licenses and permits as may be required to operate this type of business.

20. **Variances:**

While the Village allows Contractors to take variances on the RFP terms, conditions, and specification, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

21. **Charges for Time at the Scene and Complications:**

Cost of time at the scene, labor or equipment needed shall be included in the basic tow rate. If required, additional charges due to complications at the scene must be justified by Contractor to the Village.

If, and only if such time at the scene consumes more than the time specified in the Miami-Dade County Rate Schedule (Attachment A) will the extra waiting time charge or any fraction thereof be assessed by the Contractor. Assessment of complications charges will be from the time the additional Contractor staff or equipment arrives at the scene and until the vehicle is towed from the scene, or the additional Contractor staff or equipment leaves the scene, whichever occurs first.

The charge for complications shall be all inclusive and include all necessary staff or equipment required to complete the recovery.

Technical and Operational Requirements

The Contractor shall be a holder of a general towing and wrecker service license issued by Miami-Dade County, be in good standing currently and such company or business shall have been conducted actively for a minimum of three (3) years.

The Contractor must also have all necessary State, County and local licenses and permits as may be required to operate this type of business.

1. Response Time:

The Contractor is to respond (arrive at the scene) within twenty (20) minutes of notice of any time of the day or night with appropriate equipment at the request of the North Bay Village Police Department, or in the case of Village vehicles, by an authorized Village employee.

The Contractor assumes all liability in meeting the twenty (20) minute response time including, but not limited to, any and all damages resulting from traffic accidents and motor vehicle infraction fines.

The following penalties shall apply to the Contractor(s) for failure to respond within the required time frame, or other violations within this agreement.

- | | |
|----------------------------|--|
| A. First & Second offense: | Verbal warning |
| B. Third Offense: | A certified letter of warning. |
| C. Fourth Offense: | \$250.00 fine |
| D. Fifth offense | \$500.00 fine or suspension at the Village's option. |
| E. Any further offense: | \$1000.00 fine, suspension or termination, at the Village's option |

If the Contractor can show extenuating circumstances beyond his control, he may appeal a fine or suspension.

The Contractor is not to hook up or move any vehicle at the scene in any way without first having received instructions from the North Bay Village Police Department or other authorized Village staff member.

In case of abandoned or derelict vehicles, where a Police Department member is not waiting at or on his way to the scene, and the Contractor is so notified, response time shall be within four (4) hours of notice.

2. **Service Call Cancellation:**

The Village reserves the right to cancel a request for services at any time, including up to the time of hook-up, without any charge. The Contractor agrees that the mere response to a service call including arrival at the scene, without other action, does not constitute a service call where charges are applicable.

3. **Ethics and Conduct:**

The Contractor agrees to conduct operations under this Agreement in a courteous, ethical and orderly manner. As this contract is very sensitive in nature and requires the Contractor and his personnel to deal with the public on a daily basis, Contractors are required to extend common courtesies such as, but not limited to the following:

- A. Expedite release of the vehicle in accordance with the terms of the Agreement.
- B. Assist the vehicle owner in retrieving documents, from the vehicle, to establish ownership.
- C. Allow the owner to remove the auto tag and any unattached personal possessions.
- D. Explain fully and politely the reason for the tow and all charges levied.
- E. If a dispute occurs, Contractor shall attempt to resolve the dispute promptly and politely. If it cannot be resolved satisfactorily, the dispute shall be reported to the Village no later than the next business day.

3. **Cone of Silence:**

You are hereby advised that this Request for Proposal No. NBV 2018-001 is subject to the "Cone of Silence" in accordance with Section 38.18 of the North Bay Village Code of Ordinances. Proposer(s) who violates these provisions shall not be considered for this Request for Proposal, in addition to any other applicable penalties.

§ 38.18 - Cone of Silence.

- (A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

- a. any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant; and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- b. any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- c. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefore;
- d. any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;
- e. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and
- f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager, and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- a. communications with the Village Attorney and his or her staff;
- b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- c. any emergency procurement of goods or services;
- d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(B) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence.

The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(C) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.

The bidder or proposer(s) shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

(D) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer(s) shall render any RFP award, RFQ award or bid award to the bidder or proposer(s) voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.

4. **Contractor Personnel:**

Contractor shall have available sufficient qualified personnel for the operation of the equipment and to man the office facilities as required to perform as specified. Contractor shall maintain a State of Florida Department of Motor Vehicles Report on each driver, to be updated annually, and open for inspection by the North Bay Village Police Department.

Each wrecker shall be manned by a driver who must meet the following qualifications:

- (a) Possess a valid license in accordance with Fla. Stat. § 322.
- (b) Shall be familiar with the layout of the Village streets.
- (c) Shall have the physical qualifications necessary to perform the normal tasks required of a tow driver.
- (d) Shall wear a uniform with the name of the company.

Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for the acts of their employees while on duty.

5. **Equipment Requirements:**

If awarded a contract, the Contractor is to provide the minimum number of wreckers required in accordance with the Rules of the Department of Highway Safety and Motor Vehicles Division of Florida Highway Patrol Wrecker Qualifications and Allocation System. Additional wreckers of a higher class may be substituted to meet the requirements for a lower class vehicle. If additional wreckers in any or all classes are required to handle the volume of tows requested under this Agreement, the Contractor is to provide them at no cost to the Village.

Contractor is required to have access to a 35 ton wrecker. Contractor agrees to maintain a sufficient fleet of tow trucks and necessary equipment to perform the total contract service requirements, plus all other business including law enforcement and commercial. The Village will be given preference on any call for service.

All equipment shall be modern, commercially manufactured, and in good mechanical condition. No towing service equipment shall be used by the Contractor as an emergency vehicle. All towing vehicles must be equipped

with a two-way radio capable of covering all assigned territory and to the Contractor's Compound.

6. **Tow Truck Markings:**

The Contractor agrees to have no markings on vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Contractor and the North Bay Village Police Department, Miami-Dade County, or any police agency.

The name, address and telephone number of the Contractor and any other required decals or markings must be applied as required by section 713.78(6), Fla. Stat. and current Miami-Dade County Ordinances.

7. **Radio Communications:**

The Contractor agrees to provide a 2-way communication system. The communication system shall be between the Contractor's base station and all tow and service trucks utilized in providing police service. A citizens band radio does not meet this requirement. Federal Communications Commission guidelines will prevail. The Contractor is required, at all times to have the communication system manned by competent employees.

8. **Storage Facilities:**

The Contractor will maintain a storage garage and outside storage facilities complying with all provisions of applicable building, zoning, and environmental regulations sufficient to store all vehicles towed by him under this contract until such vehicle(s) are claimed by the owner or otherwise disposed of legally.

The Contractor must maintain a Principal Compound of not less than 50 vehicle capacity. Said compound shall be owned or leased by the Contractor and shall be located no further than ten (10) miles from the Village. The compound shall be open and manned for vehicle receipt or release seven (7) days per week from 8:00 a.m. thru 10:00 p.m. Unless picked up by the owner, vehicles towed and/or stored at the discretion of the Village will be held at this location for a minimum of five (5) days until released by the Police Department to permit Police Personnel convenient access to such vehicles.

A. **Crime Scene Storage**

The Crime Scene Storage Area must have:

1. Telephone, rest room facilities and workspaces such as desk, phone, etc.
2. A physical plant bearing the name and mailing address clearly painted or a sign on the front of the building.
3. Separation from any other business or enterprise.
4. Must be accessible 24 hours per day, 7 days per week.
5. There must be 24 hour radio communication, which is manned 7 days per week. Phone answering services are not permitted.

B. Crime Scene Storage

1. A separate storage facility for vehicles which have been marked "HOLD" by the Village's Police Department relative to a criminal investigation.
2. Any vehicle towed and stored as a result of the marked "HOLD" shall be handled with gloves, i.e. cloth, rubber or leather, by the wrecker operator.
3. Crime scene vehicles shall be stored to prevent physical contamination or degradable evidence from deteriorating by coverage of the vehicles with tarpaulin type covers, or their equivalent or by storage in a covered facility.
4. If laboratory/forensic work on a "HOLD" (or otherwise determined) vehicle must be processed at another location, the vehicle shall be transported at no charge to the Village.

Unless a hold has been placed upon the vehicle, disposal of vehicles will be in accordance with current Florida State Statutes.

All Contractor storage facilities shall be subject to inspection and must be approved by the Village prior to the award of a contract. Storage facilities shall also be subjected to periodic inspection when deemed necessary by the Police Department or other authorized Village personnel during the life of this Agreement. Any discrepancies, in the sole opinion of the Village, shall be submitted in writing to the Contractor, and ten (10) calendar days shall be allowed for the Contractor to correct the discrepancies to the satisfaction of the Village.

10. **Protection of Vehicles and Property:**

The Contractor's liability for any vehicle towed and all property contained therein will commence with the time the wrecker is hooked onto the towed vehicle.

The Contractor will have his employee, representative or agent, review the Vehicle Storage Receipt (Tow Slip) jointly with a Police Department member or owner or possessor of the vehicle for each vehicle he is directed to tow. Such Tow Slip shall be provided by the Police Department. One copy shall be maintained by the Contractor as a permanent record; one copy will be given to the owner or operator of the vehicle being towed (if known) or placed inside the vehicle; and one copy will be retained by the Police Department.

The Vehicle Storage Receipt shall contain the following information:

- A. Make of vehicle and type.
- B. License number and VIN number.
- C. A list of all personal property contained in the vehicle to be towed.
- D. General description of the vehicle as to the condition, damaged parts (identified in detail), missing parts, and such other information as may be necessary to adequately describe the vehicle.
- E. Any extra waiting time or complications charges authorized by the officer at the scene.

In the event a Police Department member is not at the scene, the report shall be signed by the Contractor and immediately delivered to the Police Department.

No vehicle will be removed from the scene until the Vehicle Storage Receipt has been completed and signed.

The Contractor shall bear sole liability and responsibility for all personal property in any vehicle towed under the authority of this Agreement. In the event of a complaint of missing items from the vehicle, the Contractor will cooperate with the Police investigator in an investigation pertaining to the missing items, which will include making the wrecker driver or lot personnel available to the Police investigator.

The Contractor shall be responsible for the safekeeping of and shall be accountable for all personal property and vehicle accessories, as well as for the vehicle stored within the storage facilities of the Contractor.

Personal property contained in vehicle(s) which are removed and stored by the Contractor shall **NOT** be disposed of by the Contractor to defray any charges for towing or storage of vehicle(s) and such property must be returned to the owner or other person legally entitled to lawful possession of the vehicle upon request and without regard to any fees owed by such person or legal entity.

11. **Releases:**

The Contractor shall directly and expeditiously release any vehicle, which has **NOT** been marked "HOLD" providing the proper proof of identification, and ownership is presented. Any vehicle towed, which is marked "HOLD" **cannot** be released without written authority from the North Bay Village Police Department. The Contractor shall release any vehicle towed at the request of the Police Department only to the person whose name appears on the title or registration certificate or to the authorized agent of such person.

12. **Owner Notification:**

The Contractor agrees to be responsible for notifying the registered owner or agent of the whereabouts of the vehicle in accordance with Fla. Stat. § 713. The Contractor agrees to maintain a log at the place of business listing date, time, and method of notification.

13. **Abandoned and Derelict Vehicles:**

The Contractor may dispose of equipment to compensate for towing and storage charges after all responsibilities called for, in accordance with Florida Statutes, have been adhered to. Records must be maintained which state towing, storage and salvage compensation for Village audit purposes.

14. **Cleanup:**

The Contractor, when towing vehicle(s) from the scene of a crash will be responsible for removing from the street all broken glass and other non-hazardous matter that may be in the street as a result of the crash. The cost of such crash cleanup shall be included in the basic towing rate and no separate charge made to the Village or vehicle owner.

15. **Disposal of Vehicles:**

Should Contractor, as a result of this Agreement have in his possession any vehicle or personal property for a period in excess of forty-five (45) calendar days, Contractor must contact the North Bay Village Police Department and provide notice of same. Should the Contractor be ordered to relinquish such vehicle or personal property to the North Bay Village Police Department, the Contractor agrees to immediately do so. The Police Department agrees that no vehicles will be released without the satisfaction of charges relating to all tow, recovery and storage fees in accordance with this contract.

16. **Posting and Providing Approved Towing Rates:**

Contractor shall prominently post, near the cashier's location, a current list of all towing and storage rates approved as a result of this contract. A rate card containing these current rates shall also be available for owners review in each towing vehicle.

17. **Invoices:**

The Contractor shall provide a separate invoice for each and every towing service provided under this contract. The basic information contained in the invoice shall include, but not be limited to the following:

1. Date of service call.
2. Service call number assigned by North Bay Village Police Department.
3. Location where tow originated and destination.
4. Vehicle VIN number.
5. Vehicle make and model.
6. Vehicle license number.
7. Drivers name and I.D. number.
8. Reason for the tow such as: crash, parking, road blockage, traffic impediment, Village vehicle, confiscated, abandoned/derelect, etc.
9. Breakdown of all towing, recovery, and storage charges.

On the back of the page of the invoice that is provided as a receipt, or attached on a separate sheet, when the owner (or their authorized representative) pays for and picks up the vehicle, the following information will be legibly printed or stamped:

1. A police department statement concerning rates, policies, and procedures provided by the Village.
2. A list of all approved rates.
3. Village telephone numbers for questions or complaints, regarding the towing services.

The type, font, size and content of this information are subject to Village approval.

18. **Form of Compensation:**

The Contractor agrees to accept the following forms of payment at their facilities and in the field: cash, at least one major credit card, any commercial business check, and travelers check.

19. **Contractor Files/Audit:**

Contractor shall maintain at his Principal Compound, or central offices, files which include but are not limited to the following:

1. A vehicle storage receipt for each vehicle impounded under the Agreement (receipt must include the final disposition of the vehicle).
2. A copy of all paid invoices.
3. A log of calls for service.
4. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle.
5. A log containing all vehicles, which have remained unclaimed for thirty (30) days or more.

Contractor agrees to maintain all files directly related to the Agreement for a minimum of ten (10) years and to make those files available to the Village (or their designee) for Inspection.

20. **Reports:**

Contractor shall submit to the North Bay Village Police Department by the 10th of each month, for the previous month, the below listed reports. The form of the reports may be determined by the Contractor, but are subject to the needs and approval of the Village:

- a. Towing Activity Report to include cash and every tow

1. Date of tow.
2. Service call number assigned by the North Bay Village Police Department.
3. Type of tow such as crash, parking, abandoned vehicle, Village vehicle, etc.
4. Location of where vehicles were towed from
5. Vehicle make.
6. Tag/license plate.
7. Vehicle owner's name.

b. Vehicle Release Report to include:

1. All information contained in the Towing Activity Report.
2. Date vehicle released or disposed of
3. Method of disposition such as: release to owner, release to Village, auction, salvage, junked, etc.
4. A complete breakdown of all towing charges with a total including sales taxes and detailing fees paid to the Village.

7.0 PROCEDURE FOR REVIEW

A Selection Committee may be established to review and evaluate all proposals submitted in response to this RFP. A three member committee may be appointed by the Village Manager. This committee shall be comprised of two Village employees and one Village resident. The Committee shall conduct an evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP.

The Committee will review and rank each proposal for compliance with the technical qualifications, mandatory requirements and proposed fees and expenses of the RFP. Failure to comply with any mandatory requirements will disqualify a proposal.

The Village may interview the Proposers, but the Village reserves the right to forego interviews of Proposers.

The Village reserves the right to reject any and all proposals and to waive any irregularities in the proposal. The Village further reserves the right to seek new proposals when it is in the best interest of the Village to do so.

8.0 EVALUATION OF PROPOSALS

Award shall be made to the responsible Proposers whose proposals are determined to be the most advantageous to the Village, taking into consideration the evaluation factors set forth below.

Mandatory Requirements will be used in determining whether Proposer(s) is/are responsive to the RFP but will not be used as an evaluation criterion:

- A. The Proposer(s) is/are licensed to practice in Miami-Dade County and the State of Florida.
- B. The Proposer(s) has/have no conflict of interest with regard to any other work performed by the Proposer(s) for the Village
- C. The firm adheres to the instructions in the RFP on preparing and submitting the proposal.

Technical Qualifications:

- A. Proposers past experience and performance on comparable engagements (Max. 40 points).
- B. Proposer's with an office located within Miami-Dade, Broward, Palm Beach or Monroe County (Max. 20 points) – Copy of County Local Business Tax Receipt.

Fees:

- A. Proposer's fees (Max. 40 points).

9.0 ADDITIONAL INFORMATION/CLARIFICATIONS

Information provided by the Village is to facilitate proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the Village is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of Proposers to assure that they have all information necessary for submission of their proposals.

Any questions relative to interpretation of specifications or if more information is required, please contact Village Clerk Yvonne Hamilton, North Bay Village, Florida via email: Yvonne.Hamilton@nbvillage.com no later than March 12, 2018 at 4:00 p.m.

10.0 INFORMATION REQUIRED OF PROPOSER(S)

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified.

- A. Proposal Format:
Proposal shall be in the following order:
Title Page, Table of Contents, Letter of Transmittal, Proposal Certificate, Detailed Proposal, General Information, Specific Information, Technical Information, and References
- B. Title Page:
Name of Proposer's company/corporation, address, telephone number, e-mail address, name of person which will handle Village's account, date, and the subject "VEHICLE TOWING SERVICES"
- C. Letter of Transmittal:
Limit to one or two pages. Briefly state the Proposer's positive commitment, understanding of the work to be performed and a commitment to perform the work within time restraints.
- D. General Information:
 - 1. Supply Proposer's legal name, type of entity, federal ID number, headquarters address, local office addresses, state of incorporation, and key firm contact names, phone numbers and e-mail addresses.
 - 2. Is the Proposer(s) legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida?
 - 3. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer(s), its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past seven (7) years. Include in the description the disposition of each such petition.
 - 4. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer(s), its predecessor

organization(s), or any wholly owned subsidiary during the last five (5) years.

The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

5. List and describe all criminal proceedings or hearings in which the Proposer(s), its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.

6. Has the Proposer(s), its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

7. Has Proposer(s) ever failed to complete any work awarded to it? If so, where and why?

8. Has Proposer(s) ever been terminated from a contract? If so, where and why?

E. Specific Information:

List and describe the number and type of personnel who will perform the work, and licenses or certification and equipment to be utilized.

F. Insurance Requirements:

Proposers must submit with their proposal, proof of insurance meeting or exceeding the following requirements.

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - \$500,000 per occurrence
- Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per accident for bodily injury and \$1,000,000 per accident for property damage.

The successful Proposer(s) must submit, prior to signing of Agreement, a Certificate of Insurance naming North Bay Village as an additional insured.

11.0 PROHIBITION OF INTEREST

No contract will be awarded to a Proposer(s) who has/have Village elected officials, officers or employees affiliated with it, unless the Proposer(s) has/have fully complied with current Florida State Statutes and Village Charter and Code relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

12.0 FLORIDA PUBLIC RECORDS ACT

All material submitted regarding this RFP becomes the property of the Village. Proposals may be reviewed by any person 30 days after the public opening. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the Village. The Village has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 90 days following the opening in order to allow the North Bay Village adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the North Bay Village or any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I understand that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

I certify that I have reviewed the entire contents of this RFP. I further agree that I have reviewed, am aware of and will otherwise comply with all city ordinances, state and federal laws in the performance of the services outlined in the Request for Proposal.

Name of Business

BY: _____

Sworn to and subscribed before me this ____ day of _____ 2018.

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

Signature

Name & Title, Typed or Printed

Notary Public

Mailing Address

State of _____

County of _____

City, State, Zip Code

Notary Seal:

(____) _____
Telephone

(____) _____
Facsimile Number

Number Email Address

AFFIDAVIT FOR CORPORATION

State of _____

County of _____

_____,
is _____ (title) _____ of _____ the
_____ (corporation described
herein) being duly sworn, deposes and says that he/she is familiar with the
books or the said corporation showing its financial position; that the
foregoing statements are a true and accurate statement of the financial
position of said corporation as of the date hereof; and that the statements and
answers to questions of the foregoing experience questionnaire are correct
and true as of the date of this affidavit; and that he/she understands that
intentional inclusion of false, deceptive or fraudulent statements on this
application constitutes fraud; and that the North Bay Village considers such
action on the part of the applicant to constitute good cause for denial,
suspension or revocation of a existing work, future contracts or contracts
being performed by the Contractor for the North Bay Village.

(Officer must also sign here)

Sworn to me before this _____ day of 2018,
by _____ (name of affiant). He/she is personally known
to me or has produced _____ (type of identification) as
identification.

(Notary)

SEAL

AFFIDAVIT FOR INDIVIDUAL

State of _____

County of _____

_____ being duly sworn, deposes and says that the foregoing financial statements are a true and accurate statement of his/her financial position as of the date thereof; and that the answers to the questions contained therein are true; and, that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and that the North Bay Village considers such action on the part of the applicant to constitute good cause for denial for bidding on Village projects or the suspension or revocation of existing work or future contracts or contracts being performed by the Contractor for the North Bay Village, Florida.

(Applicant)

Sworn to me before this _____ day of 2018,
by _____ (name of affiant). He/she is personally known
to me or has produced _____ (type of identification) as
identification.

(Notary)

SEAL

AFFIDAVIT FOR CO-PARTNERSHIP

State of _____

County of _____

_____ is a member of the firm of _____, being duly sworn deposes and says that the foregoing financial statements are a true and accurate statement of the financial position of said firm as of the date thereof; and that the answers to the questions contained therein are true; and that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and that the North Bay Village considers such action on the part of the applicant to constitute good cause for denial for bidding on Village projects or the suspension or revocation of existing work, future work or contracts being performed by the Contractor for the North Bay Village, Florida.

(Member of Firm)

Sworn to me before this _____ day of 2018,
by _____ (name of affiant). He/she is personally known
to me or has produced _____ (type of identification) as
identification.

(Notary)

SEAL

ATTACHMENTS

Attachment A:

Miami-Dade County Towing Ordinance, Sec. 30-476 - Maximum immobilization, nonconsent towing and storage rates for providing immobilization or tow services at the request of property owners or police agencies.

Attachment B.

North Bay Village Policy 124.0 – Towed Vehicles, Vessels, Aircraft.

Miami-Dade County Towing Ordinance

Sec. 30-476. - Maximum immobilization, nonconsent towing and storage rates for providing immobilization or tow services at the request of property owners or police agencies.

- (a) The Commission shall by ordinance or resolution, establish maximum rates for providing immobilization, recovery, nonconsent towing, removal and storage services at the request of a police agency, or a property owner or authorized representative, without the prior consent of the vehicle owner or other authorized person in control of the vehicle. The rates established shall be uniform throughout Miami-Dade County, both in incorporated and unincorporated areas, except where municipalities pursuant to Sections 125.0103 and 166.043, Florida Statutes, have established differing maximum rates for their jurisdictions. From time to time, the maximum rates established by the Commission may be altered, revised, increased or decreased.
- (b) Persons who provide nonconsent towing services shall not charge in excess of the maximum allowable rates established by the Commission. No person providing services pursuant to this section shall charge any type of fee other than the fees for which the Commission has established specific rates.
- (c) In addition to the maximum rates that may be charged by persons providing services pursuant to this section, the County shall charge an administrative fee of \$15 for each vehicle that is recovered, towed, removed, or stored at the request of the Miami-Dade County Police Department. Any administrative fee charged and collected on behalf of the County by a person providing services at the County's request is hereby ratified and confirmed. All administrative fees, as described above, imposed before the effective date of this ordinance are ratified, validated, and confirmed in all respects, from the date any such fee was charged, billed, or collected.
- (d) The maximum rates for providing immobilization, recovery, nonconsent towing, removal and storage services at the request of a police agency, or a property owner or authorized representative, without the prior consent of the vehicle owner or other authorized person in control of the vehicle are as follows:
 - 1. Private Property Trespass Tows — Set forth below are the maximum rates for providing recovery, towing and removal services at the request of a property owner or his or her authorized representative without the prior consent of the vehicle owner or other authorized person in control of the vehicle:
 - a. Class "A" Vehicle Tow:
 - i. Maximum Rate \$101.00
 - ii. Rate if released on scene 50.50
 - iii. No ancillary fees are authorized.
 - b. Class "B" Vehicle Towed:
 - i. Maximum Rate \$165.00
 - ii. Per towed mile after 5 miles 3.50
 - iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter 41.25
 - c. Class "C" Vehicle Towed:
 - i. Maximum Rate \$235.00
 - ii. Per towed mile after 5 miles 4.50
 - iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter 58.75
 - d. Class "D" Vehicle Towed:
 - i. Maximum Rate \$300.00
 - ii. Per towed mile after 5 miles 5.50

- iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter 75.00
- e. Administrative Fee
 - i. After first 24 hours \$30.00 Per Vehicle
 - ii. All actual fees imposed by a state for obtaining pertinent ownership information, actual postage fees, and advertising fees will be in addition to the preceding paragraph.
- f. Storage Rates: The following rates shall be set for the storage of vehicles. However, pursuant to Section 713.78 (2), Florida Statutes, no storage fee shall be charged if the vehicle is stored for less than six (6) hours.
 - a. Inside Storage
 - i. Cars and vehicle/trailer 0—20 feet \$25.00 Per Day
 - ii. Any vehicle/trailer over 20 feet 40.00 Per Day
 - iii. Motorcycles and scooters 12.00 Per Day
 - b. Outside Storage
 - i. Cars and vehicle/trailer 0—20 feet \$20.00 Per Day
 - ii. Any vehicle/trailer over 20 feet 35.00 Per Day
 - iii. Motorcycles and scooters 10.00 Per Day
- 2. Tows Directed or Performed by Government Agencies — Set forth below are the maximum rates for providing recovery, towing and removal services for all government agency tows without the prior consent of the vehicle owner or a duly authorized driver of the vehicle including, but not limited to, those performed at the request of a police agency:
 - a. Class A Vehicle Towed:
 - i. Tow Rate (hook up and 1st ½ hour at scene) \$116.00
 - ii. Per Towed Mile after first 5 miles 3.45
 - iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter 29.00
 - b. Class B Vehicle Towed:
 - i. Tow Rate (hookup and 1st ½ hour at scene) \$190.00
 - ii. Per Towed Mile after first 5 miles 4.00
 - iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter 47.50
 - c. Class C Vehicle Towed:
 - i. Tow Rate (hook up and 1st ½ hour at scene) \$270.00
 - ii. Per Towed Mile after first 5 miles 5.18
 - iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter 67.50
 - d. Class D Vehicle Towed:
 - i. Tow Rate (hook up and 1st ½ hour at scene) \$345.00
 - ii. Per Towed Mile after First 5 miles 6.33
 - iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter 86.25
 - e. Administrative Fee:
 - i. After first 24 hours \$35.00 Per Vehicle


- ii. All actual fees imposed by a state for obtaining pertinent ownership information, actual postage fees, and advertising fees will be in addition to the preceding paragraph.
- f. Storage Rates: The following rates shall be set for the storage of vehicles. However, pursuant to Section 713.78 (2), Florida Statutes, no storage fee shall be charged if the vehicle is stored for less than six (6) hours.
 - a. Inside Storage
 - i. Cars and vehicle/trailer 0—20 feet \$31.00 Per Day
 - ii. Any vehicle/trailer over 20 feet 50.00 Per Day
 - iii. Motorcycles and scooters 15.00 Per Day
 - b. Outside Storage
 - i. Cars and vehicle/trailer 0—20 feet \$25.00 Per Day
 - ii. Any vehicle/trailer over 20 feet 44.00 Per Day
 - iii. Motorcycles and scooters 12.50 Per Day
- 3. Miscellaneous other Charges Applicable to Classes "A," "B," "C" and "D" above:
 - a. Lowboy Services:
 - i. Tow rate (hook-up and first ½ hour at scene) \$270.00
 - ii. Per towed mile after first miles 5.18
 - iii. Extra labor/waiting time at scene (after first ½ hour) per ¼ hour thereafter 67.50
 - b. Dollies
Class "A" (except Private Property Tows) \$40.00 per job
 - c. Underwater Recovery Salvage Divers
 - i. For first hour/per diver \$143.75
 - ii. Each additional ¼ hour (after first hour) 36.25
- 4. Other Rates: No rates other than those listed herein will be levied against the vehicle owner or authorized representative for Class "A" and "B" towing and recovery. For Class "C" and "D" specialized recovery, the towing company's prevailing rates will apply. Examples of this service include, but are not limited to hazardous material recovery, aircraft recovery, and air cushion recovery.
- 5. Removal of Immobilization or Booting Device:
 - a. Removal rate \$65.00
 - b. Removal rate where immobilization or booting device operator is still at scene 32.50
- 6. Inflation Adjustments: All fees referenced in Sections (d)2. and (d)3. above shall be increased annually by the annual percentage change in the Consumer Price Index (CPI) or by three percent (3%), whichever is less.

(Ord. No. 89-67, § 1, 7-11-89; Ord. No. 93-130, § 1, 11-16-93; Ord. No. 99-70, § 1, 6-22-99; Ord. No. 03-165, § 1, 7-22-03; Ord. No. 03-176, § 1, 7-22-03; Ord. No. 16-59, § 2, 6-7-16)

Annotation— AO of 5-3-88.

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ATTACHMENT B

POLICY 124.0	TOWED VEHICLES, VESSELS, AIRCRAFT	
	REVISED: 02/2006	RELATED POLICIES:
	CFA STANDARDS:	

A. PURPOSE:

The purpose of this policy is to establish procedures for the towing of vehicles, vessels, and aircraft. The proper placement and release of vehicle, vessel or aircraft holds, and to assure proper owner notifications when holds are released.

B. POLICY:

It is the policy of the North Bay Village Police Department that, when necessary, motor vehicles are towed in accordance with Florida State Statute and City Ordinance. It is also the policy of the North Bay Village Police Department to assure that towed vehicles, vessels and aircraft that their contents are safeguarded and properly documented.

C. TOW REQUESTS

1. When a member requests a tow via dispatch, the dispatcher will indicate remarks of the date and time the tow company was notified of the request.
2. When the tow company arrives on the scene, the requesting member will notify the dispatcher of the arrival and the dispatcher will indicate the date and time the tow company arrived on the scene.

D. TOW SLIPS

1. Tow Slips
 - a. The Officer shall remain with the vehicle, vessel or aircraft until the wrecker arrives.
 - b. The Officer shall supply his own tow slip, wrecker drivers are not required to carry them.
 - c. It is extremely important that the V.I.N. be accurately entered on the tow form.
 - d. Complete the entire Tow Slip form and document the following information:

Time;

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ATTACHMENT B

Date;

Location;

Requesting member and ID #;

Reason for removal or tow;

Towing service;

Location of the vehicle, vessel or aircraft; and

Notification (or attempts) of registered owner; and

Documented inventory of contents.

Crime Scene Vehicles/Evidence

Any vehicle, vessel, or aircraft that is identified as a crime scene and must be towed for investigative purposes shall be held as evidence and not be charged a towing or storage fee. Members towing vehicles, vessels or aircraft as evidence must conspicuously mark the tow slip "Evidence." Upon the completion of the investigation, the hold shall be released and storage fees commence to the registered owner of the vehicle, vessel or aircraft.

2. Vehicle, Vessel or Aircraft Inventories

- a. In the course of duty on a day-to-day basis, it is necessary for the protection of the Officer and the Department to inventory vehicles, vessels or aircraft being towed and/or stored. Vehicles, vessels or aircraft which are towed as a result of an accident, abandonment, seizure, incident to an arrest or otherwise detained in storage and not in the possession of the owner become the responsibility of the impounding Officer. The Officer is liable for the vehicle, vessel or aircraft its parts and contents. The contents of the vehicle, vessel or aircraft include, but are not limited to, all packages and containers located within the passenger compartment, the trunk or any other secured area of the vehicle (i.e., glove box, console, under seat, etc.) To insure that liability does not attach for property located within any vehicle, vessel or aircraft or any package/container, the contents of said vehicle or package/container, whether locked, opened or closed, shall be ascertained and inventoried.
- b. Vehicle vessel or aircraft inventories are to be done jointly by the Officer and wrecker driver. The tow truck driver is to sign the inventory and the top copy turned in to Records.
- c. All items shall be listed on the inventory under "Unusual Accessories." If more space is needed, use the narrative section of the form. (Note: each

Agenda Item 101

ATTACHMENT B

individual item need not be inventoried, i.e., toolbox with miscellaneous tools, or suitcase with clothing, etc.)

- d. The offense report shall list all items seized from the vehicle, vessel or aircraft as evidence. Any items of questionable ownership shall be placed into Evidence for release upon proof of ownership.
 - e. All items of value seized from the vehicle, vessel or aircraft shall be placed into Evidence for safekeeping and returned upon proof of ownership.
3. Holds
- a. All holds must be approved by a supervisor.
 - b. When a "hold" is placed on a vehicle, vessel or aircraft the Officer shall indicate the specific reason for the "hold". If another Officer/Detective requests a "hold", the name of the person making the request shall be included in the report. When a "hold" is placed on behalf of another Officer, the Investigating Officer shall insure that a copy of the offense report is immediately forwarded to the Operations Bureau.
 - c. A "hold" on a vehicle may be released by:
 - (1). The arresting or impounding Officer.
 - (2). Supervisory personnel.
 - (3). The Detective Bureau
 - d. Holds will automatically be released after five calendar days, excluding holidays and weekends, unless a written hold extension is requested by the an officer to the wrecker operator. §323.001(1)(2) Fla. Statute.
 - e. It is the responsibility of the individual who releases the hold to notify the owner that the hold has been released. A supplement to the original case will be prepared indicating the name, address and date of birth of the person notified, including the time and date notified. When circumstances prohibit verbal or in person notification a Notification of Hold Release will be sent to the registered owner of the vehicle by return receipt certified mail. The Officer handling the case will ensure that the Notification of Hold Release is completed. A copy of the Notification of Hold Release shall be included with the case supplement.
 - f. When a vehicle, vessel or aircraft is towed as a result of police activity such as an accident investigation or an arrest, AND the OWNER of the vehicle, vessel or aircraft is not present, the investigator will attempt to notify the owner of the location of the vehicle, vessel or aircraft. Details of such notification will be included in the narrative of the police report.

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ATTACHMENT B

**NORTH BAY VILLAGE POLICE
DEPARTMENT**
NOTIFICATION OF HOLD RELEASE

DATE ____/____/____

CASE NUMBER_____

Registered Owner _____

Address _____

This is to inform you that the hold on your vehicle, vessel or aircraft has been removed.

Year _____ **Make** _____ **Model** _____ **Color** _____

Tag Number_____ **VIN Number** _____

Please contact the towing company listed below.

MIDTOWN TOWING
551 Northwest 72 Street
305-754-1450

They will provide you with information of how to retrieve your vehicle.

Thank you for your cooperation,

Name_____ **ID** _____
City of North Bay Village Police Department
7903 East Drive
North Bay Village, FL 33141
305-758-2626



**NORTH BAY VILLAGE
REQUEST FOR PROPOSALS
VEHICLE TOWING SERVICES
RFP NO. NBV 2018-001**

Public Notice is hereby given that North Bay Village, Florida is requesting proposals from experienced and qualified vendors to perform Vehicle Towing Services to the North Bay Village Police Department.

Sealed Responses clearly labeled with the RFP title and number (RFP NO. NBV 2018-001) must be received by mail or hand delivered on or before March 16, no later than 4:00 p.m. local time, at which time they will be publicly opened in the Office of the Village Clerk. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

Respondents must submit an original unbound package, six (6) additional copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

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

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

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

Yvonne P. Hamilton, CMC
Village Clerk

Midtown Towing of Miami, Inc

551 N.W. 72 STREET

MIAMI, FL 33150



Serving our Community since 1987

**City of North Bay Village
Solicitation RFP:NBV 2018-001**

March 08, 2018

B. Title Page

“Vehicle Towing Services”

Midtown Towing of Miami, Inc.

C-Corporation established on 1987.

**551 NW 72 STREET
MIAMI, FL 33150**

PHONE: (305) 754-1450

FAX: (305) 758-4070

EMAIL: midtowntowingmiami@gmail.com

PRESIDENT: Michael Tur

March 8, 2018

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MIDTOWN TOWING OF MIAMI, INC
551 N.W. 72 STREET
MIAMI, FL 33150
PHONE: (305) 754-1450 FAX: (305) 758-4070

March 8, 2018

Ms. Hamilton. Village Clerk
City Of North Bay Village
1666 Kennedy Causeway, Suite: 300
North Bay Village, FL 33141

C. Letter of Transmittal

Dear Ms. Hamilton:

Thank you for the opportunity of introducing Midtown Towing of Miami, Inc.. to you and your fine City. Midtown understands the prerequisites as underlined in RFP NO: NBV 2018-001, titled “VEHICLE TOWING SERVICES FOR THE CITY OF NORTH BAY VILLAGE “, and is prepared to meet or exceed each requirement as outlined.

Midtown Towing of Miami, Inc. was incorporated in the State of Florida on February 11, 1987. Since that time Midtown Towing has maintained multi-year contracts (many since 1988) for towing services with Local, State and Federal Police Departments/Agencies by providing more than 2,750 tows per year according to the established requirements in each Contract and/or Agreement.

Our main office, responsible for this RFP is located at 551 NW 72nd Street, Miami, FL 33150, it is less than 4 miles away from the City of North Bay Village. This location has inside storage space to accommodate more than 50 vehicles. The inside storage area has a hydraulic lift for investigative purposes with various Police Departments and a secured fenced area for special holds. The outside storage yard can easily accommodate 250 vehicles. The inside and outside storage areas are also monitored by video cameras 24 hours per day, 7 days per week. All record keeping, accounting, all dispatching duties are performed from this location. All truck repairs, tires, and brakes are done by outside ASE Certified mechanics.

The second location is located at 6230 W 21st Court Hialeah, FL 33010. This location has 2 inside storage areas which will adequately accommodate 10 vehicles. One outside storage area can accommodate over 100 vehicles.

The third location is located at 2425 W 3rd Court Hialeah, FL 33010. This location has 2 adjacent warehouses, accommodating more than 12 vehicles for “Police Holds” and investigative purposes. There are 3 combined outside storage yards which have an aggregate square footage of 120,000 square feet. The inside and outside storage areas are monitored by video cameras 24 hours per day, 7 days per week.

Midtown Towing employs a staff of 22, including wrecker operators and office personnel which operate the three aforementioned locations, 24 hours per day, 365 days per year.

Midtown owns and operates a fleet of 22 Class “A”.”B”.”C”.”D”. wreckers. Multiple vehicle inspections are performed each year by many of the law enforcement agencies which Midtown provides towing services. A copy of each registration will be enclosed for your review. Each vehicle is covered under Liability and Garage Keepers Policy # PC1801282, with PRIME Insurance Company. All employees are covered for Worker’s Compensation Insurance with SUNZ Insurance Company under Policy #WCPEO0000089-07.

Midtown operates under Miami-Dade County Towing License number (TL-23). The company is also certified as a Drug Free Work Place. It is registered as a vendor with the City of Miami, Hialeah, Hialeah Gardens, Sunny Isles, Miami Shores, Medley, Miami-Dade County and many others.

Midtown submits all required Police reports together with supporting documentation as required.

In the following submittal. Midtown Towing will show that it meets or exceeds all requirements as outlined in this RFP. Midtown has an excellent financial condition and will provide the same professional service to the City of North Bay Village Police Department.

Please be advised that RFP NO: NBV 2018-001 is being submitted without collusion with any other person or entity. All information and documentation is being submitted to the City of North Bay Village management team, wrecker drivers and support staff.

Thank you for the opportunity to introduce Midtown Towing. As stated above Midtown Towing has the experience, trucks, equipment and Insurance to be selected for this RFP. Be assured my management team, support staff and I will guarantee the City of North Bay Village Police Department competent, expedient and professional service.

Very truly yours,

MICHAEL TUR
President

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 90 days following the opening in order to allow the North Bay Village adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the North Bay Village or any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I understand that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

I certify that I have reviewed the entire contents of this RFP. I further agree that I have reviewed, am aware of and will otherwise comply with all city ordinances, state and federal laws in the performance of the services outlined in the Request for Proposal.

Name of Business

BY: _____

Sworn _____ to _____ and _____ subscribed _____ before
me this _____ day of _____ 2018. By: _____
_____ who is personally known to me or who has
produced _____ as identification.

Signature

Name & Title, Typed or Printed

Notary Public

Mailing Address

State of _____
County of _____

City, State, Zip Code

Notary Seal:

(____) _____
Telephone

(____) _____
Facsimile Number

Number Email Address

AFFIDAVIT FOR CORPORATION

State of _____

County of _____

_____,
is _____ (title) of the

_____ (corporation described herein)
being duly sworn, deposes and says that he/she is familiar with the books or the said corporation showing its financial position; that the foregoing statements are a true and accurate statement of the financial position of said corporation as of the date hereof; and, that the statements and answers to questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the North Bay Village considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a existing work, future contracts or contracts being performed by the Contractor for the North Bay Village.

(Officer must also sign here)

Sworn to me before this _____ day of 2018, by _____
(name of affiant). He/she is personally known to me or has
produced _____ (type of identification) as identification.

(Notary)

SEAL

AFFIDAVIT FOR INDIVIDUAL

State of _____

County of _____

_____ being duly sworn, deposes and says that the foregoing financial statements are a true and accurate statement of his/her financial position as of the date thereof, and that the answers to the questions contained therein are true; and, that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the North Bay Village considers such action on the part of the applicant to constitute good cause for denial for bidding on Village projects or the suspension or revocation of existing work or future contracts or contracts being performed by the Contractor for the North Bay Village, Florida.

(Applicant)

Sworn to me before this _____ day of 2018, by _____
(name of affiant). He/she is personally known to me or has
produced _____ (type of identification) as identification.

(Notary)

SEAL

AFFIDAVIT FOR CO-PARTNERSHIP

State of _____

County of _____

_____ is a member of the firm of _____, being duly sworn deposes and says that the foregoing financial statements are a true and accurate statement of the financial position of said firm as of the date thereof, and that the answers to the questions contained therein are true; and, that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the North Bay Village considers such action on the part of the applicant to constitute good cause for denial for bidding on Village projects or the suspension or revocation of existing work, future work or contracts being performed by the Contractor for the North Bay Village, Florida.

(Member of Firm)

Sworn to me before this _____ day of 2018,
by _____ (name of affiant). He/she is personally known
to me or has produced _____ (type of identification) as
identification.

(Notary) SEAL

NORTH BAY VILLAGE, FLORIDA



REQUEST FOR PROPOSALS FOR VEHICLE TOWING SERVICES

REQUEST FOR PROPOSAL
No. NBV 2018-001



SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,
ON OR BEFORE MARCH 16, 2018 AT 4:00 P.M.
1666 KENNEDY CAUSEWAY, SUITE 300
NORTH BAY VILLAGE, FL 33141

**NORTH BAY VILLAGE
REQUEST FOR PROPOSALS
VEHICLE TOWING SERVICES
RFP NO. NBV 2018-001**

Public Notice is hereby given that North Bay Village, Florida is requesting proposals from experienced and qualified vendors to perform Vehicle Towing Services to the North Bay Village Police Department.

Sealed Responses clearly labeled with the RFP title and number (RFP NO. NBV 2018-001) must be received by mail or hand delivered on or before March 16, 2018, no later than 4:00 p.m. local time, at which time they will be publicly opened in the Office of the Village Clerk. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

Respondents must submit an original unbound package, six (6) additional copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

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

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

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

Yvonne P. Hamilton, CMC
Village Clerk

SCHEDULE OF EVENTS

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

Date	Event
February 25, 2018	Advertisement
February 27, 2018	Documents Available to public
March 12, 2018	Last day opportunity for questions by emailing yvonne.hamilton@nbvillage.com , no later than 5:00 PM local time.
March 16, 2018	Bid Documents Submittal due in to Village Clerk Office, no later than 4:00 P.M. local time.
March 21, 2018	Technical Review Committee Meeting – 10:00 A.M. local time.
March 23, 2018	Award Recommendation to Village Clerk and Village Manager
April 10, 2018	Commission Public Meeting to review and confirm Award Recommendation 7:30 P.M. local time.



NORTH BAY VILLAGE
REQUEST FOR PROPOSALS
VEHICLE TOWING SERVICES
RFP NO. NBV 2018-001

1.0 PURPOSE

North Bay Village is requesting Sealed Proposals from qualified and experienced proposers, (hereinafter referred to as “Contractor” or “Proposer”) to perform Vehicle Towing Services for the North Bay Village Police Department (“Police Department”). Upon the Village Commission's ratification of the Selection Committee's rankings, the Village will enter into negotiations with a maximum of three firms in order to establish a rotation of service providers who will perform services to the Village under the Agreement herein (the “Agreement”), which shall be subject to ultimate approval by the Village Commission.

The successful Proposer(s) must be an independent contractor and the individual(s) assigned to provide services to the Village by the Contractor shall be subject to the approval of the Village, and will not be a Village employee(s). The successful Proposer(s) shall execute the Agreement for approval by the Village Commission.

2.0 BACKGROUND

2.1 Statistical Data

The Village was incorporated in 1945 and has approximately 8,900 residents. The Village is bounded on the east by Miami Beach and the west by The City of Miami. The Village's fiscal year begins October 1st and ends on September 30th.

The Village provides the normal range of governmental services including administration, parks and recreation, planning, zoning and building, code enforcement, library services and law enforcement to its citizens. Fire and Rescue services are currently provided by the Miami-Dade Fire Department.

2.2 Scope of Work to Be Performed

The Contractor will assist in the following:

It is the Village's intent to award this contract to a maximum of three responsive and responsible Proposers. However, the Village reserves the right to award the contract in whatever manner that is in the best interest of the Village.

The successful Proposers will be utilized by the Village and its Police Department on a per call rotational basis.

2.3 Performance Schedule

The Village anticipates the performance for services related to this Agreement to begin upon execution of the Agreement.

3.0 RESPONSIBILITIES OF THE VILLAGE

Village staff will be available to assist Proposers in both the bidding process and with interpreting specifications, standards and directions.

4.0 SUBMISSION OF PROPOSAL

Incurred Expenses:

The Village is not responsible for any expenses which Proposers may incur preparing and submitting proposals called for in the RFP.

Interviews:

The Village reserves the right to conduct personal interviews or required presentations on all Proposers prior to selection. The Village will not be liable for any costs incurred by the Proposer(s) in connection with such interviews/presentations (i.e. travel, accommodations, etc).

Proposal Acknowledge:

By submitting a proposal, the Proposer(s) certifies that the Proposer(s) has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

Request for Additional Information:

The Proposer(s) shall furnish such additional information as North Bay Village may reasonably require. This includes information which indicates financial resources as well as ability to provide the system and/or services. The Village reserves the right to make investigations of the qualifications of the Proposer(s) as it deems appropriate, including but not limited to, a background investigation conducted by the North Bay Village Police Department.

Acceptance/Rejection/Modification to Proposals:

The Village reserves the right to reject any and all proposals, and to waive minor irregularities in the procedure and agree to minor modifications during the agreement preparation process.

Proposals Binding:

All proposals submitted shall be binding for Ninety (90) calendar days following opening.

Proposal Withdrawal:

Proposers may withdraw their proposals by notifying the Village in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide receipt for the proposal. Proposals, once opened, become the property of the Village and will not be returned to the Proposers.

Proposal Disclosure:

Upon opening, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke in writing the exemptions to disclosure provided by law in the response to the RFP by providing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

5.0 CONDITIONS OF PROPOSALS

- A. Late Proposals – Proposals received by the Village after time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.
- B. Completeness – All information required by this RFP must be supplied to constitute an acceptable proposal.
- C. Public Opening – All proposals will be publicly opened at the time and place specified. Proposals may be reviewed by any person thirty (30) days after the opening or recommendation of award which ever occurs sooner.
- D. Award Presentation – The Village Manager will present to Village Commission for acceptance and final award, one or more of the proposals, or reject all proposals, within one hundred twenty (120) calendar days from the date of opening of proposals.

6.0 TERMS AND CONDITIONS OF AGREEMENT

Successful Proposer(s) shall enter into a Franchise Agreement (“Agreement”), with the Village, for the purpose of providing adequate and qualified towing and wrecker service to the North Bay Village Police Department.

1. **Multiple Award/Rotation of Service Providers:**

Village reserves the right to make award of contract to up to three Proposers in order to establish a rotation of service providers, if such is deemed to be in the best interest of the Village. If a multiple award is made and a rotation of service providers is established, the Village contemplates that the successful proposers will be required to provide service on a per call rotational basis.

2. **Cost of Services to the Public:**

All successful proposers will be governed by Miami-Dade County Towing Ordinance Section 30-476 regarding maximum tow charges. The schedule of charges listed in this ordinance, which are attached as Attachment “B” to this RFP, will govern the cost of services to the public under any agreement established as a result of this Request for Proposals. The cost of service will be based on the vehicle to be towed, not necessarily on the particular vehicle dispatched to the scene. No other charges are applicable to vehicles towed under this Agreement.

3. **Cost Adjustments:**

Costs to the public shall be subject to adjustment only if allowed by resolution by the Miami-Dade County Board of County Commissioners pursuant to the Miami-Dade Code Section 30-476.

4. **Resolution of Disputes:**

All disputes concerning the level of service or any matter referred to herein will be referred to the Village Manager, or his designee who shall conduct such investigations and inquiries, including discussions with the company which the Village Manager deems appropriate; the Village Manager, or his designee, shall be the sole judge of the merits of the dispute and the Contractor shall abide by the decision of the Village Manager.

5. **Village Fees:**

The contractor shall submit a proposal for a minimum **premium to pay the Village per tow**. The contractor shall submit a monthly report of all tows and monies collected and include the date of tow and police case number of services rendered along with the payment to the Village.

6. **Village Fee Adjustments:**

Fees paid to the Village may be increased each year of the contract by a minimum of 5% from the previous year's fee. The actual increase shall be negotiated between the Village and Contractor based upon volume of services provided during the previous twelve (12) month period. If fees are delinquent, a late charge of \$50.00 shall be applied. If fees are more than twenty (30) days late, Contractor is subject to suspension or cancellation at the Village's sole option.

7. **Additional Contractor Responsibility:**

Any related costs to towing, recovery, storage, or administration that is not specifically stated in this contract will be the sole responsibility of the Contractor. Contractor can only charge vehicle owners or operators the rates listed in this Agreement and under the terms and conditions contained in this Agreement.

8. **Responsibility for Payment:**

The Village will not be responsible for the collection or payment of any charge for services rendered by reasons of its having dispatched service in accordance with this Agreement unless such service charge is applicable to Village owned, confiscated, or leased vehicles or equipment, street clean up without a tow (equivalent to a normal automobile tow), or Village authorized special services. All other such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant in possession.

9. **Village Vehicles:**

Contractor shall recover and tow Village owned, confiscated, or leased vehicles that are located within Miami-Dade or Broward Counties to its compound or to any Village designated location within Miami-Dade County at no charge to the Village. Village vehicles that are located outside Miami-Dade or Broward Counties which require towing services shall be billed to the Village at proposed rate. In the event a vehicle is held for evidence, Contractor shall store the vehicle at his compound at no charge and deliver that vehicle at no charge from the compound to any Village designated location.

Vehicles seized for forfeiture pursuant to North Bay Village Police Department policy, shall be stored for a period of up to but not more than forty-five (45) calendar days without charge to the Village. After that time if forfeiture proceedings are to be instituted, the vehicle shall be removed to a Village storage facility by the Contractor. If forfeiture proceedings are not instituted, the owner of the vehicle may be charged for the storage and towing in accordance with established rates.

10. **Estimated Service Levels:**

Current contract service levels are approximately 200 authorized Police and 25 Village vehicle tows per year. This estimate is provided for informational purposes only. NO warranty or guarantee of quantities is given or implied. Contractor shall provide service as required.

11. **Subcontractors:**

Any use of subcontractors will be at the Village's sole option, and use of subcontractors must be preceded by receipt of written Village approval and be subject to the following conditions:

- a. Subcontracting shall be allowed for recovery and towing only, not for storage operations, except abandoned or derelict "dead" vehicle storage.
- b. All towing and recovery vehicles shall only be identified by Contractor's name, address of principal compound, and telephone number. No subcontractor identification shall be allowed.

c. Subcontractors shall not be used for critical accident emergencies, or street blockage calls, unless approved by the Village in writing.

d. Contractor shall be held fully responsible for subcontractor's performance and insurance coverage.

e. Village reserves the right, at its sole option, to withdraw approval of a particular subcontractor by giving the Contractor written notice.

f. If an emergency situation is declared by the Police Officer or authorized Village staff at the scene, that officer or staff person may waive b. and c. above and authorize Contractor to use subcontractors to resolve the immediate emergency.

g. Any and all provisions of this contract may be waived by the Village Manager or his/her designee during a declared national, state, or local emergency.

12. **Suspension:**

Should at any time during the term of this Agreement, including any option terms, the Contractor be in violation of any of the terms and conditions of this Agreement, the Village shall have the right to suspend the Contractor until the violation is resolved to the satisfaction of the Village. If the violation is not promptly resolved or is of such serious nature that the Village determines that suspension is not adequate, the Village reserves the right to terminate for cause.

Should at any time during the term of this Agreement, including any option terms, the Contractor or its principals become the subject of a criminal investigation, the Village shall have the right to suspend the Contractor until the outcome of any pending investigation, including trial should one result. Upon termination of the criminal investigation, which does not result in criminal charges, the Village at its sole discretion may cancel the Agreement or reinstate the Agreement. Should criminal charges result from the investigation, at the conclusion of the trial or upon a plea bargain by the Contractor, the Village in its sole discretion may cancel the Agreement or reinstate the Agreement.

13. **Special Services:**

If additional duties, similar to those contained in the Technical Specifications of this RFP, but not specified in that part are required by the Village, and the Contractor is able to provide those special services, those services may be requested under this Agreement by authorized Village staff. Examples of such special services could be removal of an aircraft from water, or recovery of a large piece of Village equipment from mud.

In such instances, the Village will depend upon Contractor's experience in such matters and authorize Contractor to assemble all necessary special equipment and staff, including use of subcontractors, to resolve the special or emergency situation. Whenever possible, estimated costs for such special services shall be provided to the Village prior to engaging in work and all costs shall be subject to negotiation. In any such instances the Village reserves the right, time and circumstances permitting to seek the special services elsewhere in accordance with the Village procurement ordinances.

14. **Assignment/Stock Transfer:**

This Agreement shall not be assigned, sold, or transferred unless prior Village written permission is obtained by the Contractor. If the Contractor is a corporation, such corporation shall include a list of its shareholders with its proposal. The Village will reserve the option to terminate the Agreement upon any change in ownership of the corporation's stock.

15. **Non Exclusive Services:**

Nothing contained in this Agreement will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of his choice, or requesting that his vehicle be towed to a garage location or compound of his choice and not that of the Contractor, unless the disabled vehicle cannot be removed in twenty (20) minutes or less or is creating a tie up of traffic or hazardous situation, in the opinion of the officer at the scene.

16. **Benefit from Repairs:**

The Village prefers that the towing franchisee not engage directly or indirectly in the automotive or truck repair, paint and body, salvage, junkyard, or recycling business. If the Contractor currently has any interest in automotive or truck repair, paint and body, salvage, junkyard, or recycling businesses, he

shall so state in his proposal and list the specifics of that interest. The specific circumstances and relationship of the Contractor to these peripheral activities will be reviewed during evaluation of proposer's qualifications and capabilities.

If during the term of the Agreement, including any option terms, Contractor acquires an interest in automotive or truck repair, paint and body, salvage, junkyard, or re-cycling businesses, he shall immediately notify the Village in writing. Failure to do so may result in termination for cause.

17. **Complaints and Disputes:**

At all times, Contractor shall conduct its business in an orderly, ethical and business-like manner and use every means to obtain and keep the confidence of the motoring public. All public contact shall be in a courteous and orderly manner. All complaints concerning misconduct on the part of the Contractor or disputes between Village staff and the Contractor will be referred to the Village Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the Village Manager or designee shall be binding upon the parties, and Failure of the Contractor to follow any such determination could be considered a material breach and subject the Contractor to termination for cause.

18. **State Sales Taxes:**

Contractor shall be responsible for collecting and transmitting to the proper agency all applicable sales tax in accordance with the latest regulations and revisions to State Statutes.

19. **Required Licensing:**

The Contractor shall at all times be a holder of a general towing and wrecker service license issued by Miami-Dade County, and have current decals issued by Miami-Dade County for all towing vehicles.

The Contractor must also have all necessary State, County, Village, and local licenses and permits as may be required to operate this type of business.

20. **Variances:**

While the Village allows Contractors to take variances on the RFP terms, conditions, and specification, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

21. **Charges for Time at the Scene and Complications:**

Cost of time at the scene, labor or equipment needed shall be included in the basic tow rate. If required, additional charges due to complications at the scene must be justified by Contractor to the Village.

If, and only if, such time at the scene consumes more than the time specific in Village Resolution will the extra waiting time charge or any fraction thereof be assessed by the Contractor as per Village Resolution. Assessment of complications charges will be from the time the additional Contractor staff or equipment arrives at the scene and until the vehicle is towed from the scene, or the additional Contractor staff or equipment leaves the scene, whichever occurs first.

The complications charge shall be all inclusive and include all necessary staff or equipment required to complete the recovery.

Technical and Operational Requirements

The Contractor shall be a holder of a general towing and wrecker service license issued by Miami-Dade County, be in good standing currently and such company or business shall have been conducted actively for a minimum of three (3) years.

The Contractor must also have all necessary State, County and local licenses and permits as may be required to operate this type of business.

1. **Response Time:**

The Contractor is to respond (arrive at the scene) within twenty (20) minutes of notice of any time of the day or night with appropriate equipment at the request of the North Bay Village Police Department, or in the case of Village vehicles, by an authorized Village employee.

The Contractor assumes all liability in meeting the twenty (20) minute response time including, but not limited to, any and all damages resulting from traffic accidents and motor vehicle infraction fines.

The following penalties shall apply to the Contractor(s) for failure to respond within the required time frame, or other violations within this agreement.

- A. First & Second offense: Verbal warning
- B. Third Offense: A certified letter of warning.
- C. Fourth Offense: \$250.00 fine
- D. Fifth offense \$500.00 fine or suspension at the Village's option
- E. Any further offense: \$1000.00 fine, suspension or termination, at the Village's option

If the Contractor can show extenuating circumstances beyond his control, he may appeal a fine or suspension.

The Contractor is not to hook up or move any vehicle at the scene in any way without first having received instructions from the North Bay Village Police Department or other authorized Village staff member.

In case of abandoned or derelict vehicles, where a Police Department member is not waiting at or on his way to the scene, and the Contractor is so notified, response time shall be within four (4) hours of notice.

2. **Service Call Cancellation:**

The Village reserves the right to cancel a request for services at any time, including up to the time of hook-up, without any charge. The Contractor agrees that the mere response to a service call including arrival at the scene, without other action, does not constitute a service call where charges are applicable.

3. **Ethics and Conduct:**

The Contractor agrees to conduct operations under this Agreement in a courteous, orderly, ethical and businesslike manner. As this contract is very sensitive in nature and requires the Contractor and his personnel to deal with the public on a daily basis, Contractors are required to extend common courtesies such as, but not limited to the following:

- A. Expedite release of the vehicle in accordance with the terms of the Agreement.
- B. Assist the vehicle owner in retrieving documents, from the vehicle, to establish ownership.

- C. Allow the owner to remove the auto tag and any unattached personal possessions.
- D. Explain fully and politely the reason for the tow and all charges levied.
- E. If a dispute occurs, Contractor shall attempt to resolve the dispute promptly and politely. If it cannot be resolved satisfactorily, the dispute shall be reported to the Village no later than the next business day.

3. **Cone of Silence:**

You are hereby advised that this Request for Proposal No. NBV 2018-001- is subject to the “Cone of Silence” in accordance with Section 38.18 of the North Bay Village Code of Ordinances. Proposer(s) who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

§ 38.18 - Cone of Silence.

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

- a. any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- b. any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- c. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefore;
- d. any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;
- e. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and
- f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- a. communications with the Village Attorney and his or her staff;
- b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- c. any emergency procurement of goods or services;
- d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(B) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence.

b.

The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

C. Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer(s) shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

D. Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer(s) shall render any RFP award, RFQ award or bid award to the bidder or proposer(s) voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.

4. **Contractor Personnel:**

Contractor shall have available sufficient qualified personnel for the operation of the equipment and to man the office facilities as required to perform as specified. Contractor shall maintain a State of Florida Department of Motor Vehicles Report on each driver, to be updated annually, and open for inspection by the North Bay Village Police Department.

Each wrecker shall be manned by a driver who must meet the following qualifications:

- a. Possess a valid license in accordance with Fla. Stat. § 322.
- b. Shall be familiar with the layout of the Village streets.
- c. Shall have the physical qualifications necessary to perform the normal tasks required of a tow driver.
- d. Shall wear a uniform with the name of the company.

Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for the acts of their employees while on duty.

5. **Equipment Requirements:**

If awarded a contract, the Contractor is to provide the minimum number of wreckers required in accordance with the Rules of the Department of Highway Safety and Motor Vehicles Division of Florida Highway Patrol Wrecker Qualifications and Allocation System. Additional wreckers of a higher class may be substituted to meet the requirements for a lower class vehicle. If additional wreckers in any or all classes are required to handle the volume of tows requested under this Agreement, the Contractor is to provide them at no cost to the Village.

Contractor is required to have access to a 35 ton wrecker. Contractor agrees to maintain a sufficient fleet of tow trucks and necessary equipment to perform the total contract service requirements, plus all other business including law enforcement and commercial. The Village will be given preference on any call for service.

All equipment shall be modern, commercially manufactured, and in good mechanical condition. No towing service equipment shall be used by the Contractor as an emergency vehicle. All towing vehicles must be equipped with a two-way radio capable of covering all assigned territory and to the Contractor's Compound.

6. **Tow Truck Markings:**

The Contractor agrees to have no markings on vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Contractor and the North Bay Village Police Department, Miami-Dade County, or any police agency.

The name, address and telephone number of the Contractor and any other required decals or markings must be applied as required by section 713.78(6), Fla. Stat. and current Miami-Dade County Ordinances.

7. **Radio Communications:**

The Contractor agrees to provide a 2-way communication system. The communication system shall be between the Contractor's base station and all tow and service trucks utilized in providing police service. A citizens band radio does not meet this requirement. Federal Communications Commission guidelines will prevail. The Contractor is required, at all times to have the communication system manned by competent employees.

8. **Storage Facilities:**

The Contractor will maintain a storage garage and outside storage facilities complying with all provisions of applicable building, zoning, and environmental regulations sufficient to store all vehicles towed by him under this contract until such vehicle(s) are claimed by the owner or otherwise disposed of legally.

The Contractor must maintain a Principal Compound of not less than 50 vehicle capacity. Said compound shall be owned or leased by the Contractor and shall be located no further than ten (10) miles from the Village. The compound shall be open and manned for vehicle receipt or release seven (7) days per week from 8:00 a.m. thru 10:00 p.m. Unless picked up the owner, vehicles towed and/or stored at the discretion of the Village will be held at this location for a minimum of five (5) days until released by the Police Department to permit Police Personnel convenient access to such vehicles.

A. Crime Scene Storage

The Crime Scene Storage Area must have:

1. Telephone and rest room facilities and workspaces such as desk, phone, etc.
2. A physical plant bearing the name and mailing address clearly painted or a sign on the front of the building.
3. Separation from any other business or enterprise.
4. Must be accessible 24 hours per day, 7 days per week.
5. There must be 24 hour radio communication, which is manned 7 days per week. Phone answering services are not permitted.

B. Crime Scene Storage

1. A separate storage facility for vehicles which have been marked "HOLD" by the Village's Police Department relative to a criminal investigation.
2. Any vehicle towed and stored as a result of the marked "HOLD" shall be handled with gloves, i.e. cloth, rubber or leather, by the wrecker operator.

3. Crime scene vehicles shall be stored to prevent physical contamination or degradable evidence from deteriorating by coverage of the vehicles with tarpaulin type covers, or their equivalent or by storage in a covered facility.

4. If laboratory/forensic work on a “HOLD” (or otherwise determined) vehicle must be processed at another location, the vehicle shall be transported at no charge to the Village.

Unless a hold has been placed upon the vehicle, disposal of vehicles will be in accordance with current Florida State Statutes.

All Contractor storage facilities shall be subject to inspection and must be approved by the Village prior to the award of a contract. Storage facilities shall also be subjected to periodic inspection when deemed necessary by the Police Department or other authorized Village personnel during the life of this Agreement. Any discrepancies, in the sole opinion of the Village, shall be submitted in writing to the Contractor, and ten (10) calendar days shall be allowed for the Contractor to correct the discrepancies to the satisfaction of the Village.

10. **Protection of Vehicles and Property:**

The Contractor’s liability for any vehicle towed and all property contained therein will commence with the time the wrecker is hooked onto the towed vehicle.

The Contractor will have his employee, representative or agent, review the Vehicle Storage Receipt (Tow Slip) jointly with a Police Department member or owner or possessor of the vehicle, for each vehicle he is directed to tow. Such Tow Slip shall be provided by the Police Department. One copy shall be maintained by the Contractor as a permanent record; one copy will be given to the owner or operator of the vehicle being towed (if known) or placed inside the vehicle; and one copy will be retained by the Police Department.

The Vehicle Storage Receipt shall contain the following information:

- A. Make of vehicle and type.
- B. License number and VIN number.
- C. A list of all personal property contained in the vehicle to be towed.
- D. General description of the vehicle as to the condition, damaged parts (identified in detail), missing parts, and such other information as may be necessary to adequately describe the vehicle.

E. Any extra waiting time or complications charges authorized by the officer at the scene.

In the event a Police Department member is not at the scene, the report shall be signed by the Contractor and immediately delivered to the Police Department.

No vehicle will be removed from the scene until the Vehicle Storage Receipt has been completed and signed.

The Contractor shall bear sole liability and responsibility for all personal property in any vehicle towed under the authority of this Agreement. In the event of a complaint of missing items from the vehicle, the Contractor will cooperate with the Police investigator in an investigation pertaining to the missing items, which will include making the wrecker driver or lot personnel available to the Police investigator.

The Contractor shall be responsible for the safekeeping of and shall be accountable for all personal property, vehicle accessories, as well as for the vehicle stored within the storage facilities of the Contractor.

Personal property contained in vehicle(s) which are removed and stored by the Contractor shall **NOT** be disposed of by the Contractor to defray any charges for towing or storage of vehicle(s) and such property must be returned to the owner or other person legally entitled to lawful possession of the vehicle upon request and without regard to any fees owed by such person or legal entity.

11. **Releases:**

The Contractor shall directly and expeditiously release any vehicle, which has **NOT** been marked "HOLD" providing the proper proof of identification, and ownership is presented. Any vehicle towed, which is marked "HOLD" **cannot** be released without written authority from the North Bay Village Police Department. The Contractor shall release any vehicle towed at the request of the Police Department only to the person whose name appears on the title or registration certificate or to the authorized agent of such person.

12. **Owner Notification:**

The Contractor agrees to be responsible for notifying the registered owner or agent of the whereabouts of the vehicle in accordance with Fla. Stat. § 713.

The Contractor agrees to maintain a log at the place of business listing date, time, and method of notification.

13. **Abandoned and Derelict Vehicles:**

The Contractor may dispose of equipment to compensate for towing and storage charges after all responsibilities called for, in accordance with Florida Statutes, have been adhered to. Records must be maintained which state towing, storage and salvage compensation for Village audit purposes.

14. **Cleanup:**

The Contractor, when towing vehicle(s) from the scene of a crash will be responsible for removing from the street all broken glass and other nonhazardous matter that may be in the street as a result of the crash. The cost of such crash cleanup shall be included in the basic towing rate and no separate charge made to the Village or vehicle owner.

15. **Disposal of Vehicles:**

Should Contractor, as a result of this Agreement, have in his possession any vehicle or personal property for a period in excess of forty-five (45) days, Contractor must contact the North Bay Village Police Department and provide notice of same. Should the Contractor be ordered to relinquish such vehicle or personal property to the North Bay Village Police Department, the Contractor agrees to immediately do so. The Police Department agrees that no vehicles will be released without the satisfaction of charges relating to all tow, recovery and storage fees in accordance with this contract.

16. **Posting and Providing Approved Towing Rates:**

Contractor shall prominently post, near the cashier's location, a current list of all towing and storage rates approved as a result of this contract. A rate card containing these current rates shall also be available for owners review in each towing vehicle.

17. **Invoices:**

The Contractor shall provide a separate invoice for each and every towing service provided under this contract. The basic information contained in the invoice shall include, but not be limited to the following:

1. Date of service call.
2. Service call number assigned by North Bay Village Police Department.
3. Location where tow originated and destination.
4. Vehicle VIN number.
5. Vehicle make and model.
6. Vehicle license number.
7. Drivers name and I.D. number.
8. Reason for the tow such as: crash, parking, road blockage, traffic impediment, Village vehicle, confiscated, abandoned/derelict, etc.
9. Breakdown of all towing, recovery, and storage charges.

On the back of the page of the invoice that is provided as a receipt, or attached on a separate sheet, when the owner (or their authorized representative) pays for and picks up the vehicle will be legibly printed or stamped the following information:

1. A police department statement concerning rates, policies, and procedures provided by the Village.
2. A list of all approved rates.
3. Village telephone numbers for questions or complaints, regarding the towing services.

The type, font, size and content of this information are subject to Village approval.

18. **Form of Compensation:**

The Contractor agrees to accept the following forms of payment at their facilities and in the field: cash, at least one major credit card, any commercial business check, and travelers check.

19. **Contractor Files/Audit:**

Contractor shall maintain at his Principal Compound, or central offices, files which include but are not limited to the following:

1. A vehicle storage receipt for each vehicle impounded under the Agreement (receipt must include the final disposition of the vehicle).
2. A copy of all paid invoices.
3. A log of calls for service.
4. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle.
5. A log containing all vehicles, which have remained unclaimed for thirty (30) days or more.

Contractor agrees to maintain all files directly related to the Agreement for a minimum of seven (7) years and to make those files available to the Village (or their designee) for Inspection.

20. **Reports:**

Contractor shall submit to the North Bay Village Police Department by the 10th of each month, for the previous month, the below listed reports. The form of the reports may be determined by the Contractor, but are subject to the needs and approval of the Village

a. Towing Activity Report, to include for each and every tow.

1. Date of tow.
2. Service call number assigned by the North Bay Village Police Department.
3. Type of tow such as crash, parking, abandoned vehicle, Village vehicle, etc.
4. Location where vehicles towed from
5. Vehicle make
6. Tag/license plate
7. Vehicle owner's name

b. Vehicle Release Report, to include:

1. All information contained in the Towing Activity Report
2. Date vehicle released or disposed of.
3. Method of disposition such as: release to owner, release to Village, auction, salvage, junked, etc.
4. A complete breakdown of all towing charges with a total including sales taxes and detailing fees paid to the Village.

7.0 PROCEDURE FOR REVIEW

A Selection Committee may be established to review and evaluate all proposals submitted in response to this RFP. A three member committee may be appointed by the Village Manager. This committee shall be comprised of two Village employees and one Village resident. The Committee shall conduct an evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP.

The Committee will review and rank each proposal for compliance with the technical qualifications, mandatory requirements and proposed fees and expenses of the RFP. Failure to comply with any mandatory requirements will disqualify a proposal.

The Village may interview the Proposers, but the Village reserves the right to forego interviews of Proposers.

The Village reserves the right to reject any and all proposals and to waive any irregularities in the proposal. The Village further reserves the right to seek new proposals when it is in the best interest of the Village to do so.

8.0 EVALUATION OF PROPOSALS

Award shall be made to the responsible Proposers whose proposals are determined to be the most advantageous to the Village, taking into consideration the evaluation factors set forth below.

Mandatory Requirements will be used in determining whether Proposer(s) is/are responsive to the RFP but will not be used as an evaluation criterion:

- A. The Proposer(s) is/are licensed to practice in Miami-Dade County and the State of Florida.
- B. The Proposer(s) has/have no conflict of interest with regard to any other work performed by the Proposer(s) for the Village
- C. The firm adheres to the instructions in the RFP on preparing and submitting the proposal.

Technical Qualifications:

- A. Proposer's past experience and performance on comparable engagements (Max. 40 points).
- B. Proposer's with an office located within Miami-Dade, Broward, Palm Beach or Monroe County (Max. 20 points) – Copy of County Local Business Tax Receipt.

Fees:

A. Proposer's fees (Max. 40 points).

9.0 ADDITIONAL INFORMATION/CLARIFICATIONS

Information provided by the Village is to facilitate proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the Village is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of Proposers to assure that they have all information necessary for submission of their proposals.

Any questions relative to interpretation of specifications or if more information is required, please contact Village Clerk Yvonne Hamilton, North Bay Village, Florida via email: Yvonne.hamilton@nbvillage.com no later than March 12, 2018 at 4:00 p.m.

10.0 INFORMATION REQUIRED OF PROPOSER(S)

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified.

A. Proposal Format:

Proposal shall be in the following order:

Title Page, Table of Contents, Letter of Transmittal, Proposal Certificate, Detailed Proposal, General Information, Specific Information, Technical Information, and References

B. Title Page:

Name of Proposer's company/corporation, address, telephone number, e-mail address, name of person which will handle Village's account, date, and the subject—"VEHICLE TOWING SERVICES"

C. Letter of Transmittal:

Limit to one or two pages. Briefly state the Proposer's positive commitment, understanding of the work to be performed and a commitment to perform the work within time restraints.

D. General Information:

1. Supply Proposer's legal name, type of entity, federal ID number, headquarters address, local office addresses, state of incorporation, and key firm contact names, phone numbers and email addresses.

2. Is the Proposer(s) legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida?

3. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer(s), its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past seven (7) years. Include in the description the disposition of each such petition.

4. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer(s), its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years.

The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

5. List and describe all criminal proceedings or hearings in which the Proposer(s), its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.

6. Has the Proposer(s), its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

7. Has Proposer(s) ever failed to complete any work awarded to it? If so, where and why?

8. Has Proposer(s) ever been terminated from a contract? If so, where and why?

- E. Specific Information:
List and describe the number and type of personnel who will perform the work, and licenses or certification and equipment to be utilized.
- F. Insurance Requirements:
Proposers must submit with their proposal, proof of insurance meeting or exceeding the following requirements.
- Workers' Compensation Insurance – as required by law.
 - Employer's Liability Insurance - \$500,000 per occurrence
 - Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per accident for bodily injury and \$1,000,000 per accident for property damage.

The successful Proposer(s) must submit, prior to signing of Agreement, a Certificate of Insurance naming North Bay Village as an additional insured.

11.0 PROHIBITION OF INTEREST

No contract will be awarded to a Proposer(s) who has/have Village elected officials, officers or employees affiliated with it, unless the Proposer(s) has/have fully complied with current Florida State Statutes and Village Charter and Code relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

12.0 FLORIDA PUBLIC RECORDS ACT

All material submitted regarding this RFP becomes the property of the Village. Proposals may be reviewed by any person 30 days after the public opening. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the Village. The Village has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

D. General Information



1. Midtown Towing of Miami, Inc

**C-CORPORATION ESTABLISHED IN THE STATE OF
FLORIDA ON 1987. FEDERAL ID: 59-2769797**

MAIN OFFICE

551 N.W. 72nd STREET

Miami, FL 33150

Phone: (305) 754- 1450 Fax: (305) 758-4070

LOCAL OFFICE

6230 W 21st COURT

Hialeah, FL 33016

Phone: (305) 827-8266 Fax: (305) 827-8267

HIALEAH OFFICE

2425 W 3rd COURT

Hialeah, FL 33010

Phone: (305) 300-4159 Fax: (305) 887-8588

CONTACT PERSON: MICHAEL TUR, PRESIDENT

FIRM'S LIAISON: PARIS BEAN, OFFICE MANAGER

PHONE: (305) 754-1450

EMAIL: midtowntowingmiami@gmail.com

2. Is the Proposer(s) legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida?

-Yes. See pages "44-50"

3. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer(s), its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past seven (7) years. Include in the description the disposition of each such petition.

-Not Applicable.

4. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer(s), its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years.

The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

-See Page "43"

5. List and describe all criminal proceedings or hearings in which the Proposer(s), its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.

-None

6. Has the Proposer(s), its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

-No

7. Has Proposer(s) ever failed to complete any work awarded to it? If so, where and why?

-Never

8. Has Proposer(s) ever been terminated from a contract? If so, where and why?

-Never

4. Claims, Arbitrations, Administrative Hearings and Lawsuits.


1. Gregory Fisher vs. Midtown Towing Case#: 2014-006146. This is a lawsuit filed by Fisher alleging that his vehicle which was towed by Midtown per police order (Fisher was arrested) was converted by Midtown, who had sold the vehicle for storage charges because it never heard from the owner (Midtown contends that Fisher was not the actual owner of the vehicle). Fisher recently moved to amend his complaint and is making a claim for the value of his vehicle plus punitive damages.
2. Shawntonio Gibson vs. Midtown Towing Case#: 2015-020440 CA 01. After his vehicle was towed by Midtown to the shop, he started calling a former Midtown employee names and cursing at him. He was told to leave the premises and engaged the employee in a fight which Midtown contends he started and was not on Midtown premises. He is generally suing for personal injury damages as a result of the fight.
3. Raul Gonzalez vs. Midtown Case #: 2015-14517 CA 01. Mr. Gonzalez's vehicle was towed to Midtown and he made a deal with the body shop across the street to repair his vehicle. The vehicle was released to Mr. Gonzalez but he never picked it up. After sitting in the shop for several months it was sold at auction to pay storage fees. He is suing for the value of his vehicle.

Midtown Towing has been in existence for over 29 years and during this time has had lawsuits filed against the company which have subsequently been settled, most are over five years old. The only lawsuits filed by Midtown Towing have been those to recover towing, storage and administration fees which have been paid by the vehicle owner to the court in the form of a Bond, but there have been no such filing in the last three years.

Licenses, Permits and Certifications







City of Miami

POST THIS DOCUMENT IN A CONSPICUOUS PLACE.
NOT TRANSFERABLE OR VALID AT ANOTHER ADDRESS
UNLESS APPROVED BY THE FINANCE DEPARTMENT,
CITY OF MIAMI 444 S.W.2 AVE 6TH FLOOR, MIAMI, FL 33130.
PHONE (305)416-1918.

**THIS IS NOT A BILL
DO NOT PAY**

RECEIPT FOR Midtown towing of Miami Inc

ISSUED Mar 09, 2018 TOTAL FEE PAID 116.00

INTERIM


CUSTOMER NUMBER 25499
RECEIPT NUMBER 18041
NAME OF BUSINESS MIDTOWN TOWING OF MIAMI INC
LOCATION 551 NW 72 ST

INTERIM

IS HEREBY IN COMPLIANCE
TO ENGAGE IN OR MANAGE
THE OPERATION OF: AUTO: TOWING FROM PRIVATE PROP.

Erica T. Paschal
Finance Director

This issuance of a business tax receipt does not permit the holder to violate any zoning laws of the City nor does it exempt the holder from any license or permits that may be required by law.
This document does not constitute a certification that the holder is qualified to engage in the business, profession or occupation specified herein.
The document indicates payment of the business tax receipt only.



City of Miami

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CITY OF MIAMI 444 S.W.2 AVE 6TH FLOOR, MIAMI, FL 33130.
PHONE (305)416-1918.

**THIS IS NOT A BILL
DO NOT PAY**

Effective Year Oct. 1 2017 Thru Sep. 30 2018

RECEIPT FOR MIDTOWN TOWING OF MIAMI INC

ISSUED Oct 01, 2017 TOTAL FEE PAID 116.00

ACCOUNT NUMBER 25499
RECEIPT NUMBER 18040
NAME OF BUSINESS MIDTOWN TOWING OF MIAMI INC
DBA MIDTOWN TOWING OF MIAMI INC
LOCATION 551 NW 72 ST

IS HEREBY IN COMPLIANCE
TO ENGAGE IN OR MANAGE
THE OPERATION OF: AUTO: TOWING

Erica T. Paschal
Finance Director

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This document does not constitute a certification that the holder is qualified to engage in the business, profession or occupation specified herein.
The document indicates payment of the business tax receipt only.

2018



City of Miami

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UNLESS APPROVED BY THE FINANCE DEPARTMENT,
CITY OF MIAMI 444 S.W.2 AVE 6TH FLOOR, MIAMI, FL 33130,
PHONE (305)416-1918.

**THIS IS NOT A BILL
DO NOT PAY**

RECEIPT FOR Midtown towing of Miami Inc.

ISSUED Mar 09, 2018 TOTAL FEE PAID 130.00

INTERIM

CUSTOMER NUMBER 25499
RECEIPT NUMBER 18043
NAME OF BUSINESS MIDTOWN TOWING OF MIAMI INC.
LOCATION 551 NW 72 ST


INTERIM

IS HEREBY IN COMPLIANCE
TO ENGAGE IN OR MANAGE
THE OPERATION OF: AUTO STORAGE OR PARKING LOT

Erica T. Paschal
Finance Director

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City of Miami

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UNLESS APPROVED BY THE FINANCE DEPARTMENT,
CITY OF MIAMI 444 S.W.2 AVE 6TH FLOOR, MIAMI, FL 33130,
PHONE (305)416-1918.

**THIS IS NOT A BILL
DO NOT PAY**

RECEIPT FOR Midtown towing of Miami Inc.

ISSUED Mar 09, 2018 TOTAL FEE PAID 135.00

INTERIM

CUSTOMER NUMBER 25499
RECEIPT NUMBER 18042
NAME OF BUSINESS MIDTOWN TOWING OF MIAMI INC.
LOCATION 551 NW 72 ST

INTERIM

IS HEREBY IN COMPLIANCE
TO ENGAGE IN OR MANAGE
THE OPERATION OF: AUTO STORAGE GARAGE

Erica T. Paschal
Finance Director

This issuance of a business tax receipt does not permit the holder to violate any zoning laws of the City nor does it exempt the holder from any license or permits that may be required by law.

This document does not constitute a certification that the holder is qualified to engage in the business, profession or occupation specified herein. The document indicates payment of the business tax receipt only.

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

6278204

BUSINESS NAME/LOCATION

MIDTOWN TOWING OF MIAMI INC
551 NW 72 ST
MIAMI FL 33150

RECEIPT NO.

RENEWAL
2496719

**EXPIRES
SEPTEMBER 30, 2018**

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

MIDTOWN TOWING OF MIAMI INC

Truck(s) 10

SEC. TYPE OF BUSINESS

213 TOWING TRUCK
TL23

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$60.00 08/04/2017
FPPU04-17-013137

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

6278204

BUSINESS NAME/LOCATION

MIDTOWN TOWING OF MIAMI INC
551 NW 72 ST
MIAMI FL 33150

RECEIPT NO.

RENEWAL
3230885

**EXPIRES
SEPTEMBER 30, 2018**

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

MIDTOWN TOWING OF MIAMI INC

Employee(s) 12

SEC. TYPE OF BUSINESS

213 MOVING SERVICE (LOCAL)

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$54.00 08/04/2017
FPPU04-17-013132

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

6597042

BUSINESS NAME/LOCATION
MIDTOWN TOWING OF MIAMI INC
6330 W 21 ST
HALESH FL 33016

RECEIPT NO.
RENEWAL
6867833

LBT

EXPIRES
SEPTEMBER 30, 2018
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
MIDTOWN TOWING OF MIAMI INC

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

PAYMENT RECEIVED BY TAX COLLECTOR
\$45.00 08/04/2017
FPPU04-17-013131

Employee(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

2007078

BUSINESS NAME/LOCATION
MIDTOWN TOWING OF MIAMI INC
2047 NE 154 ST
NORTH MIAMI BEACH FL 33162

RECEIPT NO.
RENEWAL
2115251

LBT

EXPIRES
SEPTEMBER 30, 2018
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
MIDTOWN TOWING OF MIAMI INC

SEC. TYPE OF BUSINESS
213 TOWING TRUCK
TL23

PAYMENT RECEIVED BY TAX COLLECTOR
\$60.00 08/04/2017
FPPU11-17-013749

Truck(s) 10

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

State of Florida Department of State

I certify from the records of this office that MIDTOWN TOWING OF MIAMI, INC. is a corporation organized under the laws of the State of Florida, filed on February 11, 1987.

The document number of this corporation is M46483.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 23, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of March, 2018*



Ken Detjen
Secretary of State

E. Specific Information



MIDTOWN TOWING
ADMINISTRATIVE PERSONNEL

<u>NAME AND ADDRESS</u>	<u>SSN,</u>	<u>DOB</u>	<u>AND</u>
	<u>RACE</u>	<u>DL#/EXPERIENCE/QUALIFICATIONS</u>	
MICHAEL TUR 14376 SW 97 Lane Miami, FL 33186		12/06/1982 HIRED: April 2013 HISPANIC PRESIDENT	
PARIS J. BEAN 18926 NE MIMAI CT MIAMI, FL 33179		06/05/80 AFRICAN AMERICAN	HIRED: 11/14/96 MANAGER
ADA M. TIMES 6730 NW 3 Avenue Miami, FL 33150		07/06/1966 AFRICAN AMERICAN	HIRED: January 1995 DISPATCHER
IRIS NAZARIO-GARCIA 7545 SW 31 Street PEMBROKE PINES, FL 33026		08/09/1951 HISPANIC	HIRED: 11/15/04 CLERK - HIALEAH
SHERRY K. LEDBETTER 24 SE 11 ST., #2 DANIA, FL 33004		08/04/47 CAUCASIAN	HIRED: 08/01/88 OFFICE CLERK – N.M.B.

Michael Tur

694 NE 76 ST APT 7
MIAMI FL 33138
786-299-0380

Midtown Towing of Miami, Inc.

President

April 2013 – Present

Responsibilities include overseeing a staff of twenty-three employees, customer relations, scheduling, payroll, billing and maintenance and repairs of a fleet of tow trucks. Provide direction to office manager and staff on day to day operation of company. Oversees weekly auctions including disposal of salvage vehicles and all necessary paperwork required for same.

State Farm Insurance

Manager/Sales

August 2009 – March 2013

I was currently responsible for overseeing more than 2,000 accounts valued at 2.4 million dollars. Successfully surpassed monthly sales quota by maintaining and up-selling clients based on their individual needs. I exceeded my policy quota by 50%. I surpassed my recruiting quota in by 70%.

UPS

Supervisor of the Air Dept.

April 2001 – November 2009

Managed a team of 12 employees and 8 supervisors. Responsibilities included training employees and ensuring they were equipped with the necessary tools to do their job. Daily duties included supervising my team, instructing them to set-up and park the package trucks in their correct spot for the next operation and making sure that the work was completed within the time frame required. Also, I overlooked the employee's timecards, generated reports and submitted this information to upper management.

Skills & Expertise

Bilingual (English and Spanish), Goal Oriented, Great People Skills, Problem Solving Skills, Highly Adaptable, Disciplined, Self-Starter and Extremely Committed

Education

Miami Dade College Bachelor in Supervisor and Management

2005 – 2007

PARIS BEAN

18926 NE MIMAI CT

MIAMI, FL 33179

Phone: 954-815-7158

EXPERIENCE:

Midtown Towing of Miami, Inc.

November 2010 to Present

Manager: Responsible for monthly billing and collection of accounts receivable; Responsible for towing contracts and agreements; Creates special reports for various police departments as required; Manages all correspondence, payroll and human resources; All human resources functions such as the hiring, control and supervision of all Midtown employees; Ensure that all vehicles are maintained on a regular basis through Midtown's preventative maintenance program; Maintenance of computer system; Assists in preparation of all RFP's and RFQ's for new contracts and renewal contracts; Preparation of all monthly reports reflecting disposition of all vehicles towed of each respective Police Department or other governmental agency; Works daily with Midtown President, Michael Tur, to ensure that all contracts are in compliance and performing at the most efficient level possible; Responsible for ensuring that Midtown's communication equipment is readily available and functioning.

Midtown Towing of Miami, Inc.

November 1996 to November 2010

Dispatcher: Directly responsible for office tasks including customer relations; data entry. Manages our team of drivers and oversees the dispatch of all units in a high energy - quickly paced police impound. Supervises office staff and safeguards company records.

EDUCATION:

1994-1998

North Western, High School

VOLUNTEER WORK:

2011 - 2016 - New Beginning Embassy of Praise, Miami, Florida

JORGE SALAZAR

5427 SW 133 PLACE

MIAMI, FL 33175

Phone: 305-951-6528

EXPERIENCE:

Midtown Towing of Miami, Inc. -- December 2009 to present _

551 NW 72 Street

Miami, FL 33150

Fleet Manager: Responsibilities include overseeing a staff of eighteen Drivers, customer relations, scheduling, payroll, and maintenance and repairs of a fleet of twenty-two tow trucks. Provide direction to office manager and staff on day to day operation of company.

Galactic Towing, Inc. -- September 2001 through December 2009

3500 NW 67 Street

Miami, FL 33147

President/Owner: Responsible for day to day operations, collections, payroll, disposal of salvaged vehicles, customer relations and a staff of eight employees. Managed a weekly auction of sellable vehicles and oversaw the processing title paperwork for same vehicles. Solely responsible for the maintenance and necessary repairs of a fleet of six tow trucks.

U.S.M.C. -- December 1997 through June 2001

Camp LeJune, North Carolina 25484

2nd Marine Division – 8th Regiment

Fox Company – 1st Platoon

Rank- Sergeant: Managed the day to day training of 12 marines. Training included physical training, weapons and tactics. Accountable for maintenance of all weapons. Served overseas in such locations as Korea; Okinawa, Japan; South America; Africa; Greece; Ireland and Italy. Trained Columbian military, Peruvian Special Forces, and Korean scout snipers in joint exercises, including the operation and maintenance of American weapons and tactics. Received an honorable discharge and was given several accommodations including Good Conduct Metal and the Humanitarian Metal.

EQUIPMENT REQUIREMENTS

Midtown Towing meets the minimum requirements of the Miami-Dade County Towing Ordinance. Each wrecker is registered with the State of Florida Department of Motor Vehicles as evidenced by the attached copies of each vehicle registration. As required, all wreckers are properly maintained and are fully hydraulic in good working order. In addition, each wrecker is covered under the Garage Keepers and Liability Policy. Please refer to the following copies of each vehicle registration and the vehicle schedule for coverage under the Liability Insurance Policy as shown in the insurance section.

Midtown Towing was issued Towing License #23 by Miami-Dade County Consumer Services Department. (Please refer to the attached copy.) Each wrecker properly displays "TL 23", in 3 inch letters on both sides of the vehicle. Each wrecker displays the appropriate decal for Class A, B, C, or D wrecker on the windshield.

Each wrecker has "MIDTOWN TOWING OF MIAMI" permanently displayed on the driver and passenger side in 4 inch high letters. Each wrecker also has the address and telephone number displayed on the driver and passenger side door. The address is written as "551 NW 72 St. Miami, FL 33150" and the telephone number is "305-754-1450". There is no other company name on any of Midtown's wreckers.

Midtown will notify the Miami-Dade Police Department of any vehicle replacement in writing, notating the year, make, model, VIN, tag number and Class (A, B, C, or D), and will not use any new vehicle until inspected and approved by your department.

Midtown Towing has more than the required number of vehicles needed to quality for your municipality. Midtown utilizes the following class of vehicles in its fleet:

Class "A" Wheel Lifts (3) Class "B" Wheel Lift (2)
Class "B" Flatbeds (9) Class "D" Wheel Lift (1)
Class "C" Wheel Lifts (1)

Midtown Towing administers as many safety programs as possible. Midtown aspires to promote safety on a daily basis. Each driver is trained in the proper techniques for loading and unloading vehicles. Each vehicle undergoes stringent maintenance procedures for tires, brakes, steering, fluids and general mechanical operation. Each vehicle is serviced on a regular basis and is re-stocked with required items as they become expended, worn, damaged or lost.

Please refer to the following schedule of vehicles which meets or exceeds the minimum ratings for each wrecker class. The schedule includes make, year, unit number, class, tag number and VIN number for each wrecker.

Each wrecker is equipped with the following required, additional equipment:

- Two-way radio ○ Proper safety lights ○ Amber rotation dome light ○ Two (2) overhead flood lights to rear ○ Sand (50 pounds minimum) ○ Heavy duty sweeping broom (24" wide) ○ Two (2) safety cones (day-glow orange, 2 feet high) ○ One set of three (3) reflectors ○ Flat shovel
- Axe (not less than Size 30")
- One 5 lb. fire extinguisher for vehicles under 50,000 lbs. and one 20 lb. fire extinguisher for vehicles over 50,000 lbs. All fire extinguishers must be Underwriter Laboratory approved and inspected according to applicable code.
- First aid kit - minimum 16 units ○ Six 30-minute flares ○ Each wrecker company shall have one set of dollies available for use. ○ One set of jumper cables
- Two heavy gauge plastic tarpaulins at least 10' x 12' in size with bungee cords or other fasteners.

Each Midtown "Class A" vehicle is equipped with a minimum of 100 ft. of cable.

Each "Class B" and "Class C" wrecker has more than 200 ft. of cable.

TRUCK # 77



Mail To:
MIDTOWN TOWING OF MIAMI INC
551 NW 72 ST # 77
MIAMI, FL 33150-3731

#77

provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for the vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

COPY: 1 / 2 TAG: 974282144
149 373904

PLATE: D4530B DECAL: 10172347 Expires: Midnight Sat 6/30/2018

VEHICLE	1000KW	BODY	TT	COLOR	WH	Reg. Tax	50.00	Class Code	90
VIN	3BKMHD7X1XPH14275	TITLE		WHT	76584688	Net. Reg.		Tax Months	12
Plate Type	RTR	NET WT	10750	GVW	80000	County Fee	3.00	Block Tax Adj	
DL/FEH	-			END DI #	77	Mail Fee		Credit Class	
Date Issued	7/6/2017	Plate Issued	12/28/2012			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	53.00		

MIDTOWN TOWING OF MIAMI INC
551 NW 72 ST # 77
MIAMI, FL 33150-3731

IMPORTANT INFORMATION

- The Florida license plate must remain with the registrant upon sale of vehicle.
- The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
- Your registration must be updated to your new address within 30 days of moving.
- Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided to a motorist and are not required for renewal purposes.
- I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RTR - REGULAR WRECKER

TRUCK # 78



INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



Mail To:
MIDTOWN TOWING OF MIAMI INC
551 NW 72ND ST (UNIT# 78)
MIAMI, FL 33150

#78

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DRSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY: 1 / 2 T# 974284643
BW 373964

PLATE	D4531B	DECAL	10173309	Expires	Midnight Sat 6/30/2018		
YR/MK	1994/KW	BODY	TT	COLOR	WHI	Reg. Tax	50.00 -Class Code 93
VIN	1XKDD89X7RJ620356			TITLE	76584689	Init. Reg.	Tax Months 12
Plate Type	RTR	NET WT	13800	GVW	66000	County Fee	3.00 Back Tax Mon
DL/FEED				2ND DL#	78	Mail Fee	Credit Class
Date Issued	7/6/2017	Plate Issued	12/29/2012			Sales Tax	Credit Months
						Voluntary Fees	
						Grand Total	53.00

MIDTOWN TOWING OF MIAMI INC
551 NW 72ND ST (UNIT# 78)
MIAMI, FL 33150

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer in a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RTR - REGULAR WRECKER

TRUCK # 81



INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



Mail To:
MIDTOWN TOWING OF MIAMI, INC
551 NW 72 ST
MIAMI, FL 33150

#81

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or claimed as the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

DMVAGV 1 / 2 TR 973495678
BR 573664

PLATE	D0205C	DECAL	09955648	Expires	Midnight Sat 6/30/2018
YR/MK	2002/INTL	BODY	TT	COLOR	WHI
VIN	1HTMMAAMX2H504110	TITLE	85389956	Reg. Tax	50.10
Plate Type	RTR	NET WT	11000	Init. Reg	12
DL/FEID	582765757-01	GVW	25500	County Fee	3.00
Date Issued	6/30/2017	Plane Issued	12/31/2012	Mail Fee	
				Sales Tax	
				Voluntary Fees	
				Grand Total	53.10

MIDTOWN TOWING OF MIAMI, INC
551 NW 72 ST
MIAMI, FL 33150

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RTR - REGULAR WRECKER

TRUCK # 85



INSTRUCTIONS FOR ATTACHMENTAL:

1. "Owner" must attach this document to the back of the license plate.
2. "Auto" decal is the upper right corner of license plate.

IMPORTANT INFORMATION:

Section 316.012, Florida Statute, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and licensed on the highways of this state, shall, if the child is 3 years of age or younger, provide the protection of the child by properly using a child-safety, properly anchored child restraint device. For children aged through 3 years, such restraint devices must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.013, F.S.

S. 316.068, F.S., requires the registration certificate, in the party of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 320.715, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory insurance may result in the suspension of your driver license and registration.

Important note: If you accept the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector's office or mail it to: DHSMV, Bureau, P.O. Box 2000, Tallahassee, Florida 32399. Failing to do this will prevent your driving privileges from being suspended.

FLORIDA VEHICLE REGISTRATION

COUNTY: **DADE** TR: **99822403**
 DA: **771687**

PLATE: **D0208C** DECAL: **03966386** Expires: **Midnight Sat 6/30/2018**

VEHICLE	CHASSIS	BODY	TY	COLOR	WPI	Reg. Fee	\$9.00	Class Code	12
VIN: JPENDEAPT51310000					23000	Doc. Fee		Tax Month	12
Pass Type: RTR	NHT 8T	3525		GVW		County Fee	100	Back Tax Vch	
						Mail Fee		Class Code	
						Sales Tax		Class Month	
						Voluntary Fee			
						Trans. Fee			
							57.00		

DATE: **6/30/2017** (Reg. Issue) **6/29/2012** (REG. EX. **85**)

MIDTOWN TOWING OF MIAMI INC.
 581 NW 72 ST
 MIAMI, FL 33150

IMPORTANT INFORMATION:

1. The Florida license plate will remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewal and the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy, and are not required for renewal purposes.
5. Unlawful and any driver license and registration will be suspended immediately if the owner denies the associated information contained on this registration.

RTR - REGULAR WRECKED

TRUCK # 86



Mail To
MIDTOWN TOWING OF MIAMI, INC
551 NW 72ND ST
MIAMI, FL 33150

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

#86

FLORIDA VEHICLE REGISTRATION

CO/AGY 1 / 2 T# 1015782109
B# 390204

PLATE	EPC132	DECAL	19279185	Expires	Midnight Mon 12/31/2018				
YR/MK	2005/INTL	BODY	TK	COLOR	WHI	Reg. Tax	320.10	Class Code	41
VIN	1HTMMAAM45H681174			TITLE	93819482	Init. Reg		Tax Months	12
Plate Type	RGS	NFT WT	23000	GVW	23000	County Fee	3.00	Back Tax Mos	
DL/FEID	-					Mail Fee		Credit Class	
Date Issued	3/13/2018	Plate Issued	1/8/2016			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	323.10		

MIDTOWN TOWING OF MIAMI, INC
551 NW 72ND ST
MIAMI, FL 33150

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RGS - SUNSHINE STATE

TRUCK # 89



INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



Mail To:
MIDTOWN TOWING OF MIAMI INC.
551 NW 72 ST
MIAMI, FL 33150

#89

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0905, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.62 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2800 Apalache Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

EXAGY 1 / 2 T# 973528572
B# 373685

PLATE D0211C DECAL 09968041 Expires Midnight Sat 6/30/2018

YR/MK	2006/FORD	BODY	TT	COLOR	WHI	Reg. Tax	50.10	Class Code	02
VIN	1FDXF46P56ED11293	TITLE		QVW	96889999	Int. Reg.		Tax Months	12
Plate Type	RTR	NFT WT	6639		16000	County Fee	3.00	Back Tax Mtn	
DL/FEID	-					Mail Fee		Credit Class	
Date Issued	6/30/2017	Plate Issued	12/31/2012			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	53.10		

MIDTOWN TOWING OF MIAMI INC
551 NW 72 ST
MIAMI, FL 33150

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 10-day period prior to the expiration date shown on this registration. Renewal notices are provided at a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RTR - REGULAR WRECKER

TRUCK # 90



Mail To:
MIDTOWN TOWING OF MIAMI
551 NW 72ST ST
MIAMI, FL 33150

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 1 / 2 T# 959047524
B# 368998

FLORIDA VEHICLE REGISTRATION

PLATE D1521A DECAL 08153715 Expires Midnight Sat 6/30/2018

TRUCK	2004GMC	BODY	TT	COLOR	WHI	Reg. Tax	91.65	Class Code	92
VIN	1GDESC1234F321081			TITLE	91378955	Init. Reg.		Tax Months	14
Plate Type	RTR	NET WT	8184	GVW	19500	County Fee	3.00	Back Tax Mos	
DUPLICATE	-					Mail Fee		Credit Class	
Date Issued	4/7/2017	Plate Issued	4/7/2017			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	94.65		

MIDTOWN TOWING OF MIAMI
551 NW 72ST ST
MIAMI, FL 33150

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RTR - REGULAR WRECKER PLATE ISSUED X

TRUCK # 305



Mail To:
MIDTOWN TOWING OF MIAMI INC
551 NW 72 ST
MIAMI, FL 33150

#305

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 1 / 2 T# 971439468
B# 372949

FLORIDA VEHICLE REGISTRATION

PLATE	D0213C	DECAL	09380714	Expires	Midnight Sat 6/30/2018
TRUCK	2008/FORD	BODY	TK	COLOR	ONG
VIN	1FDWF36R08EB72877			TITLE	116519500
Plate Type	RTR	NET WT	5329	GVW	7150
DL/FEED	-				
Date Issued	5/30/2017	Plate Issued	12/31/2012		
				Reg. Tax	50.10
				Init. Reg.	
				County Fee	3.00
				Mail Fee	
				Sales Tax	
				Voluntary Fees	
				Grand Total	53.10
				Class Code	92
				Tax Months	12
				Back Tax Mos	
				Credit Class	
				Credit Months	

MIDTOWN TOWING OF MIAMI INC
551 NW 72 ST
MIAMI, FL 33150

RTR - REGULAR WRECKER

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

TRUCK # 311



INSTRUCTIONS FOR ATTACHING DECAL

1. Place area where new decal should be to be attached.
2. Fast decal from this document.
3. 5/6th decal in the upper right corner of license plate.

IMPORTANT INFORMATION

Section 318.03, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 2 years of age or younger, provide the protection of the child by properly using a crash tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate unit in a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 318.037, F.S.

§ 320.045, F.S., requires the registration certificate, correct copy of a signed or sworn statement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated as a result of this law.

§ 320.02 and 327.332, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Insurance note: If you cancel the insurance for this vehicle, immediately notify the license plate from this registration to a Florida driver license or tax collector office or mail it to: DEPT. OF REVENUE, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will provide your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

PLATE: D0212G DECAL: 89967962 Expires: Midnight Sat 5/30/2018

VEHICLE: 2011RAM0 HGVY TR TITLE: 187763216 Reg. Tax: 56.18 Title Code: 02
VIN: 6PAMCJL754S22036 GVW: 35506 Ins. Reg. Code: Free Tax Month: 12
Plate Type: RTR NET WT: 6610 Sales Tax: 3.00 Busi. Tax Code: Credit Union
CLIP/STAMP: Date Issued: 6/25/2017 Plate Issued: 12/31/2012 Military Food Grant Code: 53.10

MIDTOWN TOWING OF MIAMI
551 NW 72ST ST
MIAMI, FL 33155

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registered owner of the vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewal and the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notice will be provided as a courtesy but are not required for renewal purposes.
5. I understand that my driver license and registration will be suspended immediately if the registrant desires the insurance coverage withdrawn for this registration.

RTR - REGULAR VEHICLE

TRUCK # 317



INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal to the upper right corner of license plate.



Mail To:
MIDTOWN TOWING OF MIAMI, INC.
551 NW 72 ND ST
MIAMI, FL 33150-3731

317

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 327.713, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

PLATE **D0216C** DECAL **09968170** Expires **Midnight Sat 6/30/2018**

VR/MK	2002/INTL	BODY	TT	COLOR	WHI	Reg. Tax	50.10	Class Code	92
VIN	1HTMMAAM42H518813	TITLE		84708908		Init. Reg.		Tax Months	12
Plate Type	RTR	NET WT	25500	GVW	25500	County Fee	3.00	Back Tax Mos	
DL/FEID	-					Mail Fee		Credit Class	
Date Issued	6/30/2017	Plate Issued	12/31/2012	RND DL#	317	Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	53.10		

MIDTOWN TOWING OF MIAMI, INC.
551 NW 72 ND ST
MIAMI, FL 33150-3731

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RTR - REGULAR WRECKER

TRUCK # 99



Mail To:
MIDTOWN TOWING OF MIAMI INC.
551 NW 72ND ST
MIAMI, FL 33150-3704

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY: 1 / 2 TR: 1015782718
B#: 390204

PLATE	D2176C	DECAL	13175564	Expires	Midnight Sat 06/30/2018		
YR/MK	2007/FORD	BODY	TT	COLOR	WHI	Reg. Tax	Class Code
VIN	3FRNF66B57V474242			TITLE	97477034	Init. Reg.	Tax Months
Plate Type	RTR	NET WT	8377	GVW	26000	County Fee	Back Tax Mos
						Mail Fee	Credit Class
DL/FEID	-					Sales Tax	Credit Months
Date Issued	9/20/2017	Plate Issued	1/26/2016			Voluntary Fees	
						Grand Total	3.00

MIDTOWN TOWING OF MIAMI INC.
551 NW 72ND ST
MIAMI, FL 33150-3704

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RTR - REGULAR WRECKER

TRUCK # 04



MTRF5020

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0603, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

Mail To:
MIDTOWN TOWING OF MIAMI INC
551 NW 72 ST
MIAMI, FL 33150

#04

CO/AGY 1 / 2 T# 985697524
R# 377993

FLORIDA VEHICLE REGISTRATION

PLATE	D4332C	DECAL	06931975	Expires	Midnight Sat 06/30/2018		
YR/MK	2015/RAM	BODY	TT	COLOR	WHI	Reg. Tax	Class Code
VIN	3C7WRMDLXFG620809			TITLE	119424861	Init. Reg.	92
Plate Type	RTR	NET WT	7449	GVW	19500	County Fee	3.00
DL/FEID						Mail Fee	Back Tax Mos
Date Issued	4/26/2017	Plate Issued	4/26/2017			Sales Tax	Credit Class
						Voluntary Fees	Credit Months
						Grand Total	3.00

MIDTOWN TOWING OF MIAMI INC
551 NW 72 ST
MIAMI, FL 33150

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RTR - REGULAR WRECKER

TRUCK # 17



INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 3 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

Mail To:
MIDTOWN TOWING OF MIAMI INC
551 NW 72 ST
MIAMI, FL 33150

#17

FLORIDA VEHICLE REGISTRATION

PLATE	D4331C	DECAL	06861321	Expires	Midnight Sat 6/30/2018
YR/MK	2015/FORD	BODY	TT	COLOR	WHI
VIN	1FDUF4GT1FEA17484			TITLE	116759355
Plate Type	RTR	NET WT	7008	GVW	16500
DL/FEID		Plate Issued	4/25/2017		
Date Issued	4/25/2017				

MIDTOWN TOWING OF MIAMI INC
551 NW 72 ST
MIAMI, FL 33150

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RTR - REGULAR WRECKER PLATE ISSUED X

TRUCK # 80



INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

Mail To:
MIDTOWN TOWING OF MIAMI, INC.
551 NW 72 ST
MIAMI, FL 33150

#80

FLORIDA VEHICLE REGISTRATION

CO/AGY: 1 / 2 TR 973527601
ID# 373685

PLATE	D4532B	DECAL	09967703	Expires	Midnight Sat 6/30/2018				
VR/MK	2611/INTL	BODY	TT	COLOR	WHI	Reg. Tax	50.10	Class Code	92
VIN	1HTMRKAZN8BH0324188	NET WT	8000	TITLE	122463703	Int. Reg.		Tax Months	12
Plate Type	RTR			GVW	33000	County Fee	3.00	Back Tax Mos	
DL/FEED	562769797-01			2ND DL#	80	Mail Fee		Credit Class	
Date Issued	6/30/2017	Plate Issued	12/28/2012			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	53.10		

MIDTOWN TOWING OF MIAMI, INC.
551 NW 72 ST
MIAMI, FL 33150

RTR - REGULAR WRECKER

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

TRUCK # 217



Mail To:
MIDTOWN TOWING OF MIAMI
551 NW 72ST ST
MIAMI, FL 33150

#217

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 1 / 2 T# 973497373
B# 373664

PLATE	D0206C	DECAL	09955934	Expires	Midnight Sat 6/30/2018		
YR/MK	2012/HINO	BODY	TT	COLOR	WHI	Reg. Tax	50.10 Class Code 92
VIN	5PVNE8JN7C4S50140			TITLE	109011923	Init. Reg.	Tax Months 12
Plate Type	RTR	NET WT	9510	GVW	25500	County Fee	3.00 Back Tax Mos
DL/FEID	-					Mail Fee	Credit Class
Date Issued	6/30/2017	Plate Issued	12/31/2012			Sales Tax	Credit Months
						Voluntary Fees	
						Grand Total	53.10

MIDTOWN TOWING OF MIAMI
551 NW 72ST ST
MIAMI, FL 33150

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RTR - REGULAR WRECKER

F. Insurance **Information**





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC. ID:(Invo PEO) c/o Invo PEO Inc III 800 Oak Ridge Turnpike Oak Ridge, TN 37830	CONTACT NAME: Trista Barrett PHONE (A/C, No, Ext): 865-481-0910 FAX (A/C, No): 877-299-9849 E-MAIL ADDRESS: col@invopeco.com														
INSURED Invo PEO of Florida, Inc. 225 West Seminole Blvd, Suite 103 Sanford FL 32771	<table border="1"> <tr> <th data-bbox="812 598 1291 619">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1291 598 1393 619">NAIC #</th> </tr> <tr> <td data-bbox="812 619 1291 640">INSURER A: SUNZ Insurance Company</td> <td data-bbox="1291 619 1393 640">34762</td> </tr> <tr> <td data-bbox="812 640 1291 661">INSURER B:</td> <td data-bbox="1291 640 1393 661"></td> </tr> <tr> <td data-bbox="812 661 1291 682">INSURER C:</td> <td data-bbox="1291 661 1393 682"></td> </tr> <tr> <td data-bbox="812 682 1291 703">INSURER D:</td> <td data-bbox="1291 682 1393 703"></td> </tr> <tr> <td data-bbox="812 703 1291 724">INSURER E:</td> <td data-bbox="1291 703 1393 724"></td> </tr> <tr> <td data-bbox="812 724 1291 753">INSURER F:</td> <td data-bbox="1291 724 1393 753"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: SUNZ Insurance Company	34762	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: SUNZ Insurance Company	34762														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 40782963

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC SUBR INSUR. WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE/LOANED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCPEO00008907	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: MIDTOWN TOWING OF MIAMI, INC.
 Location coverage effective: 5/19/2015

CERTIFICATE HOLDER

406100
 North Bay Village
 1666 Kennedy Causeway, Suite 300
 North Bay Village FL 33141

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Glen J Distefano

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

03/12/2018 11:00 AM EDT | 406100 | SUNZ Insurance Solutions, LLC | 865-481-0910 | 877-299-9849 | Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Franklin Insurance Group 7190 SW 87th Avenue, Suite 407 Miami, FL 33173 Phone (305) 630-3923 Fax (305) 675-5964		CONTACT NAME: MAIKEL WONG PHONE (A/C, Hs, Ext): (305) 630-3923 FAX (A/C, No): (305) 675-5964 E-MAIL ADDRESS: franklingroup@bellsouth.net	
INSURED Midtown Towing of Miami, Inc 551 NW 72 St MIAMI FL 33150-		INSURER(S) AFFORDING COVERAGE INSURER A: PRIME INSURANCE CO AM BEST A EXCELLEN INSURER B: PRIME INSURANCE CO AM BEST A EXCELLEN INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	PC1801282	01/20/2018	01/20/2019	EACH OCCURRENCE \$ 1,000,000.00
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00
	<input type="checkbox"/>					MED EXP (Any one person) \$ 5,000.00
	<input type="checkbox"/>					PERSONAL & ADV INJURY \$ 1,000,000.00
B	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	SC1801274	01/20/2018	01/20/2019	GENERAL AGGREGATE \$ 2,000,000.00
	AUTOMOBILE LIABILITY					PRODUCTS - COMPIOP AGG \$ 1,000,000.00
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					Garage Keepers Legal Lia \$ 500,000.00
	<input type="checkbox"/> Hired Autos Only <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR					BODILY INJURY (Per person) \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					PROPERTY DAMAGE (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					COLL/COMP DED \$ 2,500.00
B	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	SC1801274	01/20/2018	01/20/2019	EACH OCCURRENCE \$
						AGGREGATE \$
						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
B	ON HOOK/CARGO LIABILITY		SC1801274	01/20/2018	01/20/2019	E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MAIKEL WONG-AGENT

ACORD 25 (2016/03) QF

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Technical Information



TECHNICAL INFORMATION

Midtown Towing of Miami, Inc. was established as a Florida corporation on February 11, 1987. Midtown has more than twenty-nine (29) years of hands on experience in towing, recovery, storage and service. The company has been delivering towing and towing related services to Law Enforcement Municipalities located in Miami-Dade County since 1988. Midtown operates under Towing License #23, employs 23 employees, staffing three locations, operating 24 hours a day, 7 days per week, 365 days per year.

Midtown Towing will appropriate our Miami branch to fulfill the needs of this Agreement, which is located within the three (3) mile requirement of the limits of the City of North Bay Village. The office is located at 551 NW 72 ST MIAMI, FL 33150. The name and telephone number for Midtown Towing is painted on the entrance wall and the address is clearly visible from the street. This location will be responsible for maintaining all paperwork and for the release of all stored vehicles. A detailed log of call will be maintained including time call received, dispatched, arrival and completion times. This location also has a driver room which allows drivers to complete paperwork, make personal phone calls or take lunch/dinner breaks. The main location is staffed 24 hours per day, 7 days per week, and 365 days per year with five daytime office employees from 7:00 a.m. through 7:00 p.m. and 2 daytime office employees on Saturday and Sunday. Night shifts are covered by our dispatcher as the call volumes and customer visits are significantly lower during those hours. This location has warehouses which accommodate more than 50 vehicles requiring inside storage. The outside storage yard will accommodate more than 150 vehicles.

Our facilities are secured from unauthorized entry at all times. The outside storage area is secured by a 8 ft. high fence and walls on all sides. The storage areas are accessible from the office and customers are escorted to and from their vehicles.

Midtown Towing has recently updated our computer hardware with the purchase of new computers. The company has been computerized since 1990. The computers run Windows 10, Microsoft Office, Excel and the Omadi Tow program. The system is networked linking all three braches via high-speed DSL connection provided by AT&T.

The headquarter facility has a 6 line rotary phone system as well as dedicated fax/computer lines for office equipment that requires such. Our telephone and 2-way radio systems are attached to a backup generator to assure that there is no interruption of service in the event of any power failure. Other office equipment includes a high

volume copy machine, digital scanner, facsimile machine and a credit card processor. The company maintains service contracts on our office equipment so they can be repaired or replaced in a timely manner should a break downs or malfunction occur.

Midtown Towing of Miami, Inc. is a Florida Corporation established on February 11, 1987. Midtown is a Miami-Dade County based company. We have had a long and extensive history of providing towing related services to law enforcement agencies located within Miami-Dade County.

Midtown Towing has maintained multi-year towing contracts with multiple Police Departments and include the cities of Miami, Hialeah, Hialeah Gardens, Key Biscayne, Medley, Miami Shores, Miami-Dade County and many others. Midtown Towing also provides towing services for State and Federal Law Enforcement Agencies such as: Florida Highway Patrol, Florida Fish & Wildlife Commission, Rail-road Police, and the Federal Bureau of Investigation. We also supply towing services for more than 350 commercial accounts ranging from small businesses to large corporations as well as performing Private Property Towaway services to more than six hundred property owners in the City of Miami and Miami-Dade County. Midtown Towing performs approximately 3,500 Police Agency tows per year.

The service facility is licensed with City of Miami, and Miami-Dade County. Please refer to copies of these licenses as shown in the attachments section of this application.

All Real Estate Taxes, Occupational License fees, and Federal Income Taxes are paid and current. In addition, all vehicles registrations are paid and current. There are no outstanding liens which may place this property in jeopardy.

Midtown truck fleet is daily properly inspected. Our certified mechanic team perform all maintenance and repairs. Use state of art diagnostic equipment to keep our trucks in optimum mechanic conditions to perform the work. In all DOT and others agencies inspections, we have received good qualifications.

REFERENCES



References

1. Name of Firm, City, County or Agency: MIAMI-DADE COUNTY

Address: 111 NW 1 STREET – SUITE: 1300

City/State/Zip: MIAMI, FLORIDA 33128

Contact: LORRIE KOLA

Title: PROCUREMENT MANAGER

Telephone: 305-375-4884

Fax: 305-375-1083

Email Address: dlorie@miamidade.gov

Scope of Work: TOWING OF DISABLED, ABANDONED, CRASHED
DADE COUNTY OWNED/LEASED VEHICLES.

Contract Begin Date: 2008

Contract End Date: JULY, 2015

2. Name of Firm, City, County or Agency: CITY OF MIAMI POLICE

Address: 1701 NW 30 AVENUE

City/State/Zip: MIAMI, FLORIDA 33125

Contact: JUANCARLO ERIGOYEN Title: TRAFFIC UNIT-WRECKER DETAIL

Telephone: 305-603-6531

Fax: 305-603-6603

Email Address: JUANCARLO.ERIGOYEN@MIAMI-POLICE.ORG Scope of

Work: TOWING OF DISABLED, ABANDONED, CRASHED AND
ARREST VEHICLES AT THE DIRECTION OF CITY OF MIAMI POLICE.

Contract Begin Date: 1990 Contract End Date: SEPTEMBER, 2015

3. Name of Firm, City, County or Agency: MIAMI SHORES POLICE DEPT.

Address: 9990 NE 2 AVENUE

City/State/Zip: MIAMI SHORES, FLORIDA 33138-3203

Contact: SGT. CHRISTNE HERBERT Title: WRECKER DETAIL SUPERVISOR

Telephone: 305-759-2468

Fax: 305-756-8972

Email Address: CHRISTINE.HERBERT@MSPD.ORG

Scope of Work: TOWING OF DISABLED, ABANDONED, CRASHED AND ARREST
VEHICLES AT THE REQUEST OF MIAMI SHORES POLICE DEPARTMENT.

Contract Begin Date: 1989

Contract End Date: TO PRESENT/OPEN ENDED

4. Name of Firm, City, County or Agency: F.B.I. Address: 2030 SW 145th AVENUE
City/State/Zip: MIRAMAR, FLORIDA 33027

Contact: MARK SAGER Title: FLEET SUPERVISIOR Telephone:
(754) 703-2000 Fax:

Email Address:

Scope of Work: TOWING OF SUSPECT VEHICLES AND F.B.I. OWNED
DISABLED UNITS AT THE DIRECTION OF THE FEDERAL BUREAU
OF INVESTIGATIONS.

Contract Begin Date: 1994 Contract End Date: TO PRESENT/OPEN ENDED

5. Name of Firm, City, County or Agency: FLORIDA HIGHWAY PATROL
Address: 1011 NW 111 AVENUE

City/State/Zip: MIAMI, FLORIDA 33172

Contact: JULIO PAJON Title: Lieutenant
Telephone: (305) 470-2555 Fax: (305) 470-2514

Email Address: pajon.j@fhp.hsmv.state.fl.us

Scope of Work: TOWING OF CRASHED/DISABLED/ABANDONED/ARREST
VEHICLES AT THE REQUEST OF FLORIDA HIGHWAY PATROL.

Contract Begin Date: 1989 Contract End Date: TO PRESENT/OPEN ENDED

6. Name of Firm, City, County or Agency: FL. EAST COAST RAILWAY POLICE
Address: 7300 NW 69 AVENUE

City/State/Zip: MIAMI, FLORIDA 33166

Contact: RAUL GUERRA Title: Special Agent In Charge Telephone:
(201) 885-8483 Fax:

Email Address: raul.guerra@fecrwy.com

Scope of Work: TOWING OF ABANDONED AND ARREST VEHICLES AT
REQUEST OF THE RAILWAY POLICE DEPARTMENT.

Contract Begin Date: 2004 Contract End Date: TO PRESENT/OPEN ENDED

7. Name of Firm, City, County or Agency: FLORIDA FISH & WILDLIFE
Address: 1275 NE 79 STREET

City/State/Zip: MIAMI, FLORIDA 33138

Contact: JOHN FOSSIL Title: BUSINESS MANAGER

Telephone: (305) 956-2500 Fax: (305) 956-2510

Email Address: john.fossil@myfwc.com

Scope of Work: TOWING OF ARREST/ABANDONED VEHICLES AT THE REQUEST OF FLORIDA FISH & WILDLIFE LAW ENFORCEMENT.

Contract Begin Date: 1994 Contract End Date: TO PRESENT/OPEN ENDED

8. Name of Firm, City, County or Agency: HIALEAH POLICE DEPARTMENT
Address: 5555 EAST 8 AVENUE

City/State/Zip: HIALEAH, FLORIDA 33013

Contact: LUIS SUAREZ Title: PURCHASING MANAGER

Telephone: (305) 687-2525 (EXT: 5857)

Email Address: lasuarez@hialeahfl.gov

Scope of Work: TOWING OF ABANDONED, ARREST AND DISABLED VEHICLES BY THE DIRECTION OF THE HIALEAH POLICE DEPT.

Contract Begin Date: 2010 Contract End Date: JANUARY 2017

9. Name of Firm, City, County or Agency: HIALEAH GARDENS POLICE DEPT.
Address: 10301 NW 87 AVENUE

City/State/Zip: HIALEAH GARDENS, FLORIDA 33016

Contact: VAN TOTH Title: CHIEF OF POLICE

Telephone: (305) 558-3333 Fax: (305) 819-5317

Email Address: chief@cityofhialeahgardens.com

Scope of Work: TOWING OF ABANDONED, DISABLED AND ARREST VEHICLES AT THE DIRECTION OF THE HIALEAH GARDENS POLICE.

Contract Begin Date: 2011 Contract End Date: 2017

10. Name of Firm, City, County or Agency: KEY BISCAYNE POLICE DEPT.
Address: 88 WEST MCINTYRE STREET

City/State/Zip: KEY BISCAYNE, FLORIDA 33149

Contact: CHARLES R. PRESS Title: CHIEF OF POLICE

Telephone: (305) 365-8905 Fax: (305) 365-8937

Email Address: cpress@kbpd.net

Scope of Work: TOWING OF ABANDONED, ARREST AND DISABLED VEHICLES AT THE DIRECTION OF THE KEY BISCAYNE POLICE DEPT.

Contract Begin Date: 2004 Contract End Date: TO PRESENT/OPEN ENDED

11. Name of Firm, City, County or Agency: MEDLEY POLICE DEPARTMENT
Address: 7777 NW 72 AVENUE

City/State/Zip: MEDLEY, FLORIDA 33166

Contact: JEANETTE SAID-JINETE Title: CHIEF OF POLICE

Telephone: (305) 883-2047 Fax: (305) 888-7471

Email Address: jsaid@medleypd.com

Scope of Work: TOWING OF ABANDONED, DISABLE AND ARREST VEHICLES AT THE REQUEST OF MEDLEY POLICE DEPARTMENT.

Contract Begin Date: 2010 Contract End Date: TO PRESENT/OPEN ENDED

12. Name of Firm, City, County or Agency: F.I.U. POLICE DEPARTMENT
Address: 300 NE 151 STREET, BLDG SO II

City/State/Zip: NORTH MIAMI, FLORIDA 33181

Contact: ALEXANDER D. CASAS Title: CHIEF OF POLICE

13. Name of Firm, City, County or Agency: DADE COUNTY SCHOOL BOARD
Address: 1450 NE 2 AVENUE, SUITE 650

City/State/Zip: MIAMI, FL 33132

Contact: MELODY THELWELL Title: CHIEF PROCUREMENT OFFICER

Telephone: (305) 995-1380 Fax:

Email Address: mthelwell@dadeschools.net

Scope of Work: TOWING AND TRANSPORT DISABLED VEHICLES AND BUSES AND VEHICLES IMPOUNDED BY THE SCHOOL BOARD POLICE.

Attachments “A&B”
Schedule of Fees and
Expenses



ATTACHMENT A

Miami-Dade County Towing Ordinance

Sec. 30-476. - Maximum immobilization, nonconsent towing and storage rates for providing immobilization or tow services at the request of property owners or police agencies.

- (a) The Commission shall by ordinance or resolution, establish maximum rates for providing immobilization, recovery, nonconsent towing, removal and storage services at the request of a police agency, or a property owner or authorized representative, without the prior consent of the vehicle owner or other authorized person in control of the vehicle. The rates established shall be uniform throughout Miami-Dade County, both in incorporated and unincorporated areas, except where municipalities pursuant to Sections 125.0103 and 166.043, Florida Statutes, have established differing maximum rates for their jurisdictions. From time to time, the maximum rates established by the Commission may be altered, revised, increased or decreased.
- (b) Persons who provide nonconsent towing services shall not charge in excess of the maximum allowable rates established by the Commission. No person providing services pursuant to this section shall charge any type of fee other than the fees for which the Commission has established specific rates.
- (c) In addition to the maximum rates that may be charged by persons providing services pursuant to this section, the County shall charge an administrative fee of \$15 for each vehicle that is recovered, towed, removed, or stored at the request of the Miami-Dade County Police Department. Any administrative fee charged and collected on behalf of the County by a person providing services at the County's request is hereby ratified and confirmed. All administrative fees, as described above, imposed before the effective date of this ordinance are ratified, validated, and confirmed in all respects, from the date any such fee was charged, billed, or collected.
- (d) The maximum rates for providing immobilization, recovery, nonconsent towing, removal and storage services at the request of a police agency, or a property owner or authorized representative, without the prior consent of the vehicle owner or other authorized person in control of the vehicle are as follows:
 1. Private Property Trespass Tows — Set forth below are the maximum rates for providing recovery, towing and removal services at the request of a property owner or his or her authorized representative without the prior consent of the vehicle owner or other authorized person in control of the vehicle:
 - a. Class "A" Vehicle Tow:
 - i. Maximum Rate —, \$101.00
 - ii. Rate if released on scene —, 50.50
 - iii. No ancillary fees are authorized.
 - b. Class "B" Vehicle Towed:
 - i. Maximum Rate —, \$165.00
 - ii. Per towed mile after 5 miles —, 3.50
 - iii. Extra Labor/Waiting time at scene (after first ¼ hour) per ¼ hour thereafter —, 41.25
 - c. Class "C" Vehicle Towed:
 - i. Maximum Rate —, \$235.00
 - ii. Per towed mile after 5 miles —, 4.50
 - iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter —, 58.75
 - d. Class "D" Vehicle Towed:
 - i. Maximum Rate —, \$300.00
 - ii. Per towed mile after 5 miles —, 5.50

ATTACHMENT A

- iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter 75.00
 - e. Administrative Fee
 - i. After first 24 hours \$30.00 Per Vehicle
 - ii. All actual fees imposed by a state for obtaining pertinent ownership information, actual postage fees, and advertising fees will be in addition to the preceding paragraph.
 - f. Storage Rates: The following rates shall be set for the storage of vehicles. However, pursuant to Section 713.78 (2), Florida Statutes, no storage fee shall be charged if the vehicle is stored for less than six (6) hours.
 - a. Inside Storage
 - i. Cars and vehicle/trailer 0—20 feet \$25.00 Per Day
 - ii. Any vehicle/trailer over 20 feet 40.00 Per Day
 - iii. Motorcycles and scooters 12.00 Per Day
 - b. Outside Storage
 - i. Cars and vehicle/trailer 0—20 feet \$20.00 Per Day
 - ii. Any vehicle/trailer over 20 feet 35.00 Per Day
 - iii. Motorcycles and scooters 10.00 Per Day
- 2. Tows Directed or Performed by Government Agencies — Set forth below are the maximum rates for providing recovery, towing and removal services for all government agency tows without the prior consent of the vehicle owner or a duly authorized driver of the vehicle including, but not limited to, those performed at the request of a police agency:
 - a. Class A Vehicle Towed:
 - i. Tow Rate (hook up and 1st ½ hour at scene) \$116.00
 - ii. Per Towed Mile after first 5 miles 3.45
 - iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter 29.00
 - b. Class B Vehicle Towed:
 - i. Tow Rate (hookup and 1st ½ hour at scene) \$190.00
 - ii. Per Towed Mile after first 5 miles 4.00
 - iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter 47.50
 - c. Class C Vehicle Towed:
 - i. Tow Rate (hook up and 1st ½ hour at scene) \$270.00
 - ii. Per Towed Mile after first 5 miles 5.18
 - iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter 67.50
 - d. Class D Vehicle Towed:
 - i. Tow Rate (hook up and 1st ½ hour at scene) \$345.00
 - ii. Per Towed Mile after First 5 miles 6.33
 - iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter 86.25
 - e. Administrative Fee:
 - i. After first 24 hours \$35.00 Per Vehicle

ATTACHMENT A

- ii. All actual fees imposed by a state for obtaining pertinent ownership information, actual postage fees, and advertising fees will be in addition to the preceding paragraph.
- f. Storage Rates: The following rates shall be set for the storage of vehicles. However, pursuant to Section 713.78 (2), Florida Statutes, no storage fee shall be charged if the vehicle is stored for less than six (6) hours.
 - a. Inside Storage
 - i. Cars and vehicle/trailer 0—20 feet \$31.00 Per Day
 - ii. Any vehicle/trailer over 20 feet 50.00 Per Day
 - iii. Motorcycles and scooters 15.00 Per Day
 - b. Outside Storage
 - i. Cars and vehicle/trailer 0—20 feet \$25.00 Per Day
 - ii. Any vehicle/trailer over 20 feet 44.00 Per Day
 - iii. Motorcycles and scooters 12.50 Per Day
- 3. Miscellaneous other Charges Applicable to Classes "A," "B," "C" and "D" above:
 - a. Lowboy Services:
 - i. Tow rate (hook-up and first ½ hour at scene) \$270.00
 - ii. Per towed mile after first miles 5.18
 - iii. Extra labor/waiting time at scene (after first ½ hour) per ¼ hour thereafter 67.50
 - b. Dollies
 - Class "A" (except Private Property Tows) \$40.00 per job
 - c. Underwater Recovery Salvage Divers
 - i. For first hour/per diver \$143.75
 - ii. Each additional ¼ hour (after first hour) 36.25
- 4. Other Rates: No rates other than those listed herein will be levied against the vehicle owner or authorized representative for Class "A" and "B" towing and recovery. For Class "C" and "D" specialized recovery, the towing company's prevailing rates will apply. Examples of this service include, but are not limited to hazardous material recovery, aircraft recovery, and air cushion recovery.
- 5. Removal of Immobilization or Booting Device:
 - a. Removal rate \$65.00
 - b. Removal rate where immobilization or booting device operator is still at scene 32.50
- 6. Inflation Adjustments: All fees referenced in Sections (d)2. and (d)3. above shall be increased annually by the annual percentage change in the Consumer Price Index (CPI) or by three percent (3%), whichever is less.


(Ord. No. 89-67, § 1, 7-11-89; Ord. No. 93-130, § 1, 11-16-93; Ord. No. 99-70, § 1, 6-22-99; Ord. No. 03-165, § 1, 7-22-03; Ord. No. 03-176, § 1, 7-22-03; Ord. No. 16-59, § 2, 6-7-16)

Annotation— AO of 5-3-88.

ADMINISTRATIVE FEE TO THE CITY OF NORTH BAY VILLAGE: \$ 30.00

Per police directed tow, in addition to the towing charge:
Each time a vehicle is towed within the City, pursuant to Ordinance No. 30-476, the City shall receive appropriate payment. In addition to the maximum rates that may be charged by persons providing services pursuant to this section, the City shall charge an administrative fee for each vehicle that is recovered, towed, removed or stored at the request of the Department, regardless of its final disposition.

ATTACHMENT B

POLICY 124.0	TOWED VEHICLES, VESSELS, AIRCRAFT	
	REVISED: 02/2006	RELATED POLICIES:
	CFA STANDARDS:	

A. PURPOSE:

The purpose of this policy is to establish procedures for the towing of vehicles, vessels, and aircraft. The proper placement and release of vehicle, vessel or aircraft holds, and to assure proper owner notifications when holds are released.

B. POLICY:

It is the policy of the North Bay Village Police Department that, when necessary, motor vehicles are towed in accordance with Florida State Statute and City Ordinance. It is also the policy of the North Bay Village Police Department to assure that towed vehicles, vessels and aircraft that their contents are safeguarded and properly documented.

C. TOW REQUESTS

1. When a member requests a tow via dispatch, the dispatcher will indicate remarks of the date and time the tow company was notified of the request.
2. When the tow company arrives on the scene, the requesting member will notify the dispatcher of the arrival and the dispatcher will indicate the date and time the tow company arrived on the scene.

D. TOW SLIPS

1. Tow Slips
 - a. The Officer shall remain with the vehicle, vessel or aircraft until the wrecker arrives.
 - b. The Officer shall supply his own tow slip, wrecker drivers are not required to carry them.
 - c. It is extremely important that the V.I.N. be accurately entered on the tow form.
 - d. Complete the entire Tow Slip form and document the following information:

Time;

ATTACHMENT B

Date;

Location;

Requesting member and ID #;

Reason for removal or tow;

Towing service;

Location of the vehicle, vessel or aircraft; and

Notification (or attempts) of registered owner; and

Documented inventory of contents.

Crime Scene Vehicles/Evidence

Any vehicle, vessel, or aircraft that is identified as a crime scene and must be towed for investigative purposes shall be held as evidence and not be charged a towing or storage fee. Members towing vehicles, vessels or aircraft as evidence must conspicuously mark the tow slip "Evidence." Upon the completion of the investigation, the hold shall be released and storage fees commence to the registered owner of the vehicle, vessel or aircraft.

2. Vehicle, Vessel or Aircraft Inventories

- a. In the course of duty on a day-to-day basis, it is necessary for the protection of the Officer and the Department to inventory vehicles, vessels or aircraft being towed and/or stored. Vehicles, vessels or aircraft which are towed as a result of an accident, abandonment, seizure, incident to an arrest or otherwise detained in storage and not in the possession of the owner become the responsibility of the impounding Officer. The Officer is liable for the vehicle, vessel or aircraft its parts and contents. The contents of the vehicle, vessel or aircraft include, but are not limited to, all packages and containers located within the passenger compartment, the trunk or any other secured area of the vehicle (i.e., glove box, console, under seat, etc.) To insure that liability does not attach for property located within any vehicle, vessel or aircraft or any package/container, the contents of said vehicle or package/container, whether locked, opened or closed, shall be ascertained and inventoried.
- b. Vehicle vessel or aircraft inventories are to be done jointly by the Officer and wrecker driver. The tow truck driver is to sign the inventory and the top copy turned in to Records.
- c. All items shall be listed on the inventory under "Unusual Accessories." If more space is needed, use the narrative section of the form. (Note: each

ATTACHMENT B

individual item need not be inventoried, i.e., toolbox with miscellaneous tools, or suitcase with clothing, etc.)

- d. The offense report shall list all items seized from the vehicle, vessel or aircraft as evidence. Any items of questionable ownership shall be placed into Evidence for release upon proof of ownership.
- e. All items of value seized from the vehicle, vessel or aircraft shall be placed into Evidence for safekeeping and returned upon proof of ownership.

3. Holds

- a. All holds must be approved by a supervisor.
- b. When a "hold" is placed on a vehicle, vessel or aircraft the Officer shall indicate the specific reason for the "hold". If another Officer/Detective requests a "hold", the name of the person making the request shall be included in the report. When a "hold" is placed on behalf of another Officer, the Investigating Officer shall insure that a copy of the offense report is immediately forwarded to the Operations Bureau.
- c. A "hold" on a vehicle may be released by:
 - (1). The arresting or impounding Officer.
 - (2). Supervisory personnel,
 - (3). The Detective Bureau
- d. Holds will automatically be released after five calendar days, excluding holidays and weekends, unless a written hold extension is requested by the an officer to the wrecker operator. §323.001(1)(2) Fla. Statute.
- e. It is the responsibility of the individual who releases the hold to notify the owner that the hold has been released. A supplement to the original case will be prepared indicating the name, address and date of birth of the person notified, including the time and date notified. When circumstances prohibit verbal or in person notification a Notification of Hold Release will be sent to the registered owner of the vehicle by return receipt certified mail. The Officer handling the case will ensure that the Notification of Hold Release is completed. A copy of the Notification of Hold Release shall be included with the case supplement.
- f. When a vehicle, vessel or aircraft is towed as a result of police activity such as an accident investigation or an arrest, AND the OWNER of the vehicle, vessel or aircraft is not present, the investigator will attempt to notify the owner of the location of the vehicle, vessel or aircraft. Details of such notification will be included in the narrative of the police report.

ATTACHMENT B
NORTH BAY VILLAGE POLICE
DEPARTMENT
NOTIFICATION OF HOLD RELEASE

DATE ____/____/____ **CASE NUMBER** _____

Registered Owner _____

Address _____

This is to inform you that the hold on your vehicle, vessel or aircraft has been removed.

Year _____ **Make** _____ **Model** _____ **Color** _____

Tag Number _____ **VIN Number** _____

Please contact the towing company listed below.

MIDTOWN TOWING
551 Northwest 72 Street
305-754-1450

They will provide you with information of how to retrieve your vehicle.

Thank you for your cooperation,

Name _____ **ID** _____
City of North Bay Village Police Department
7903 East Drive
North Bay Village, FL 33141
305-758-2626



PROPOSAL FEES TO THE VILLAGE

MIDTOWN TOWING agrees to pay \$35 to the village per tow. Midtown will prepare a monthly report of all tows and monies collected. The report will include the following, it will contain the date of tow and police case number of services rendered. Midtown Towing understand fees to the Village may be increased each year by 5%.

Junior's Tow And Storage, LLC
4300 NW 32nd Avenue
Miami, Florida 33142-4439
Phone: (305) 691-0244
E-mail: jtsllc0244@hotmail.com

Primary Point Of Contact: Mr. Edwin Gonzalez

Friday, March 16, 2018

“VEHICLE TOWING SERVICES”

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B. Letter of Transmittal

March 14, 2018

North Bay Village
1666 Kennedy Causeway
Suite 300
North Bay Village, Florida 33141-4189

Re: Junior's Tow and Storage, LLC – Towing Services Offered

Dear North Bay Village Professional:

- ❖ We provide 24x7x365 professional and personalized fully licensed and insured: Towing, Transportation and Storage Services.
- ❖ We provide all management, tools, supplies, equipment, and labor necessary to operate, maintain, and monitor all Police Contract Tows, Private Property Tows, Consent Tows and Non-Consent Tows and Storage.
- ❖ We provide Specialized Transportation Services on a personalized case-by-case basis under strict guidelines.
- ❖ We have been running Tow Operations since 1958 originating in New York City and I have been personally running Tow Operations for over 30 years.

Sincerely,



Edwin Gonzalez
MGR

cc: file

C. Proposal Certificate

I have carefully examined the Request for Proposal, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 90 days following the opening in order to allow the North Bay Village adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the North Bay Village or any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I understand that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

I certify that I have reviewed the entire contents of this RFP. I further agree that I have reviewed, am aware of and will otherwise comply with all city ordinances, state and federal laws in the performance of the services outlined in the Request for Proposal.

Junior's Tow And Storage, LLC

Name of Business

BY: Edwin Gonzalez, MGR

Sworn to and subscribed before me this 14th day of March, 2018.

By: Edwin Gonzalez who is personally known to me.

Signature



Edwin Gonzalez
MGR



Glenn A. Costales
Notary Public

Junior's Tow And Storage, LLC
4300 NW 32nd Avenue
Miami, Florida 33142-4439

State of Florida
County of Miami-Dade
Notary Seal:

(305) 691-0244

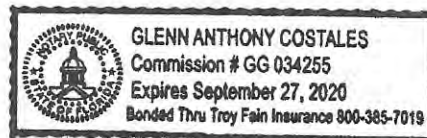
Telephone

(305) 691-0242

Facsimile Number

jtllc0244@hotmail.com

Email Address



AFFIDAVIT FOR CORPORATION

State of Florida

County of Miami-Dade

Edwin Gonzalez, is MGR of Junior's Tow And Storage, LLC, being duly sworn, deposes and says that he/she is familiar with the books or the said corporation showing its financial position; that the foregoing statements are a true and accurate statement of the financial position of said corporation as of the date hereof; and, that the statements and answers to questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the North Bay Village considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of an existing work, future contracts or contracts being performed by the Contractor for the North Bay Village.

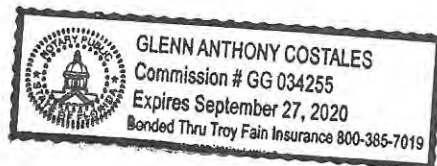


Edwin Gonzalez, MGR

Sworn to me before this 14th day of March of 2018, by Edwin Gonzalez. He is personally known to me.


Glenn A. Costales, Notary Public

SEAL



D. Detailed Proposal

Costs for tows and any cost adjustments to the public shall be subject to adjustment only if allowed by resolution by the Miami-Dade County Board of County Commissioners pursuant to the Miami-Dade Code Section **30-476**.

North Bay Village will be paid **\$35.00** (thirty-five-dollars) per Tow within 30 days of invoicing.

The 4300 NW 32nd Avenue, Miami, Florida 33142-4439 storage facility is located under **6** (six) miles from all street level roadway points within the Miami Dade County North Bay Village geographic information system boundaries.

Junior's Tow And Storage, LLC is in agreement and in complete compliance with all the stipulated terms and conditions as set forth within North Bay Village RFP NO. **NBV 2018-001** for Vehicle Towing Services and please feel free to contact us regarding any required additional details.

E. General Information

Junior's Tow And Storage, LLC, with Federal Tax ID#: **462885084** and with headquarters located at: 4300 NW 32nd Avenue, Miami Florida 33142-4439, incorporated in Florida and the primary point of contact is: Edwin Gonzalez, direct phone#: **(305) 962-6243** and E-mail: jtsllc0244@hotmail.com.

The company is fully licensed and insured to conduct business in the State of Florida and is also currently a certified active Miami Dade County Vendor with Workers' Compensation and all other required coverage under the law.

No open bankruptcy petitions in any way, shape or form during the past five years related to this entity.

No open claims, arbitrations, administrative hearings or lawsuits and the company maintains good standing with the Federal Government, State of Florida, Miami Dade County and other local governmental entities.

No outstanding criminal proceedings or hearings concerning business related offenses.

We have always maintained an open invitation to bid on any government or private sector work opportunities.

We follow the law diligently and in addition we always adhere to: accurate, professional and timely business practices that effectively curb waste, fraud and abuse.

We always have and will maintain mutually beneficial contract performance standings and always go the extra mile to assure that our clients are completely satisfied with our work performance and strive daily to meet and exceed our clients' expectations.

F. Specific Information

We currently have a staff of seven and employ three highly experienced dispatchers and four highly experienced, fully licensed and insured wrecker drivers.

We currently have in our fleet five units: Two flat-bed units and two wheel lift units and we have a crew cab service utility pickup truck.

We also have the capability to provide heavy-duty services, including 35 tons, and specialized towing operations on a case-by-case basis.

All the trucks in our in-house fleet are less than 3 years old and are fully equipped.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chase Insurance Agency, Inc 333 N W 70 Ave: #108 Plantation FL 33317		CONTACT NAME: Belinda Mosley PHONE (A/C, No, Ext): 954-792-4300 FAX (A/C, No): 954-791-9344 E-MAIL ADDRESS: Belinda@chaseinsurance.net															
INSURED JUNIO-1 Junior's Tow and Storage, LLC 1602 Alton Rd #7 Miami Beach FL 33139		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Granada Insurance Co</td> <td>16870</td> </tr> <tr> <td>INSURER B: Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER C: Burlington Insurance Co</td> <td>23620</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Granada Insurance Co	16870	INSURER B: Scottsdale Insurance Company	41297	INSURER C: Burlington Insurance Co	23620	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER: 389036800** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPS2707826	8/23/2017	8/23/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$500
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		0110FL00029043 - 0	7/21/2017	7/21/2018	COMBINED SINGLE LIMIT (Ea accident) \$300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A C	On-Hook & Cargo		0110FL00029043 - 0 626B009887	7/21/2017 8/23/2017	7/21/2018 8/23/2018	1,000 Deductible 100,000 500/2,500 Deductible 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Garagekeepers Legal Liability coverage location: 4300 NW 32nd Avenue, Miami, Florida 33142.

CERTIFICATE HOLDER North Bay Village 1666 Kennedy Causeway #300 North Bay Village FL 33141	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mark Chae</i>
--	--

ACORD 25 (2014/01)

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G. Technical Information

Junior's Tow And Storage Holds The Following Licenses and copies are available via formal request:

- ❖ Miami Dade County D.C.O.L.#**7159209**
- ❖ Miami Dade County TL#**06096**
- ❖ Florida DACS R#**1300028**
- ❖ US DOT#**250932**
- ❖ US MC#**870203-C**

In addition:

- ❖ The trucks are parked at: 4300 NW 32nd Avenue, Miami Florida 33142-4439.
- ❖ We perform all maintenance on our trucks and upon major breakdown we take them to the appropriate certified repair shop.
- ❖ We handle all complaints in-house. All accidents are reported and handled by our insurance company's agent upon referral.
- ❖ Our communications program consists of office landline phones, cell phones and radio communications.
- ❖ We maintain our trucks to Miami Dade County and Manufacturer's Specifications.

H. References

Name of Company: Road America
Contact Person: Provider Relations
Telephone: **(888) 293-6672**

Name of Company: Miami Dade County
Contact Person: Mr. Pierson Sherwood
Telephone: **(305) 372-6652**

Name of Person: Village of Key Biscayne
Contact Person: Administration – PD
Telephone: **(305) 365-8913**

Name of Person: Auto Help Line of America
Contact Person: Provider Relations
Telephone: **(888) 211-5811**



Staff Report Permit Application for Boat Lift

Prepared for: North Bay Village Commission
Applicant: Kirk Lofgren
Site Address: 7601 East Treasure Drive
Request: Permit for Installation of Boat Lift
in Slip A-14



LaRue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366

Serving Florida Local Governments Since 1988

Agenda Item 11A

Staff Report
Boat Lift Installation

Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip A-14

General Information

Property Owner	Grand View Palace Yacht Club, Inc.
Applicant	Kirk Lofgren
Applicant Address	340 Minorca Ave., Suite 7, Coral Gables, FL
Site Address	7601 East Treasure Drive
Contact Person	Kirk Lofgren
Contact Phone Number	305-921-9344
E-mail Address	justina@oceanconsultingfl.com

General Description

The applicant is requesting a permit to install a new 20,000 pound capacity boat lift with a boarding platform and an access platform on an existing dock in slip A14 at the Grandview Palace property. The proposed boat lift and platforms will not extend any further into the bay than the existing dock and neither will the proposed structures cause the dock structure to extend any further into the bay than it currently exists. However, since the proposed boat lift and platforms will be placed more than 25 feet from the seawall, the application shall be heard by the Village Commission at a public hearing.

Applicable Code Provisions

The construction or alteration of docks, piers, etc is governed by Section 9.12.

Section 9.12(B) reads as follows:

1. No person, firm, or corporation shall construct any docks, piers, dolphins, wharfs, pilings, boat lifts, or similar structures of any kind more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village without first-obtaining a waiver from the Village Commission after a public hearing. However, the furthestmost distance seaward from the seawall or shoreline shall not exceed 75 feet including all dolphins or pilings installed beyond the seaward most line of the dock or pier but not including required rip-rap.
2. No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the Village unless the structure is set back at least 7½ feet from the lot line on each side.
3. No person, firm, or corporation shall build, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar



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structure within the corporate limits of the Village, or do any filling, excavating, or dredging in the waters without first obtaining a building permit to do so from the Village Building Department.

4. Application for any permit or the transfer of any permit required by this section shall be made to the Village Building Department in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.
5. Permits for seawalls and dock structures can be approved administratively and do not require a hearing or approval of the Village Commission if:
 - a. All proposed dock structures, including but not limited to boat lifts and mooring piles, are not placed more than 25 feet measured perpendicular from the seawall.
 - b. All proposed dock structures, including but not limited to boat lifts and mooring piles, are entirely within the D-5 triangle as described in Section D5 of the Miami-Dade Public Works Manual.
6. Applications for docks, boat lift, mooring piles or other similar structures that do not meet the administrative approval criteria of Section 6 above shall be heard by the Village Commission at a public hearing. If an applicant seeks a dock or pier length greater than 25 feet measured perpendicular from the seawall (including boat lifts, mooring piles or other structures), the Village Commission shall consider the following criteria to determine if a distance waiver shall be granted:
 - a. If the Applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners, and
 - b. If the Village has received any letter(s) of objection from adjoining riparian property owners; and
 - c. Any other factors relevant to the specific site.
7. The Village Commission may deny, approve, or modify the request and/or impose conditions in the permit, or granting of a distance waiver, which it deems necessary to protect the waterways of the Village in accordance with the public safety and the general welfare. The requirement of approval by the Village Commission shall not include applications for repair of existing structures.
8. A public hearing held pursuant to this Section shall be quasi-judicial.
9. Repair or reconstruction of existing structures shall not require approval of the Village Commission but may be approved administratively. However, the provisions of subsections 4 and 5 above shall be complied with.
10. A safety light shall be placed on the part of the structure (either dock, mooring pile, or boat lift) which is furthest from the seawall. The light shall be illuminated from one half hour prior to sunset to one half hour after sunrise.



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Staff Comments

One 20,000 pound capacity boat lift with a boarding platform and access platform will be installed in slip A-14. To support the lift, new wood pilings will be installed within the slip. The installed boat lift will be 12 feet long by 15 feet wide. The boarding platform will be 3.5 feet wide by 4.5 feet long, installed on the boat lift on the same side as the dock. The access platform will be 21 feet long by 15.5 inches wide, installed on the boat lift on the opposite side from the dock.

Because the lift is being installed in an existing boat slip, the capacity of the docks will not be increased and therefore, this installation should not affect vehicle parking at Grandview Palace or cause an increase in the number of vehicle traffic trips.

The boat lift will not encroach on the 7.5 foot side setbacks from the property lines.

Since the proposed structures are being placed more than 25 feet from the seawall, the Village Commission must consider the proposal at a public hearing and determine whether to grant a distance waiver.

These plans have received pre-approval from Miami-Dade DERM.

Based on the materials presented by the applicant, the proposed structures are in compliance with the applicable provisions of Section 9.12(B). The proposed boatlift is safe and compatible.



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Staff Recommendations

Staff recommends **approval** of the application to install the new boat lift with boarding platform and access platform, pending the following:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Submitted by:

James G. LaRue, AICP

Planning Consultant

May 22, 2018

Hearing: Village Commission, June 12, 2018



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7601 E Treasure Dr. Suite CU-12
North Bay Village, Florida 33141

October 12, 2017

To Whom It May Concern:

This serves to confirm that GrandView Palace Yacht Club, Inc. approves of the installation of a new 20,000 lb.-capacity Golden 4-Post Cradle Boat Lift in Slip No. A-14. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Orlando Lama".

Orlando Lama
Vice President Grandview Palace Yacht Club, Inc.

Phone number: 305-300-4825

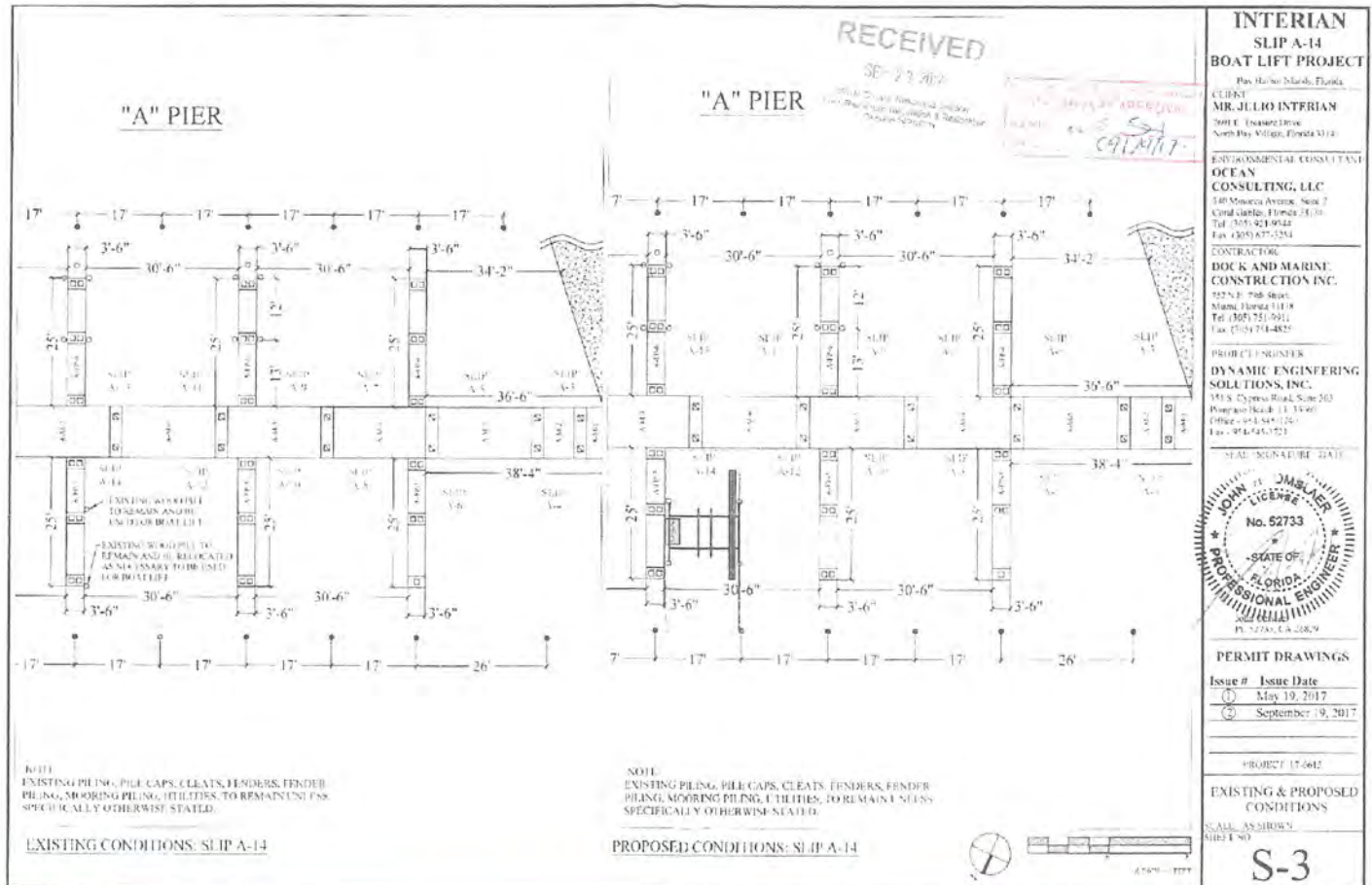
Email Address: orlando@grandviewpalace.com



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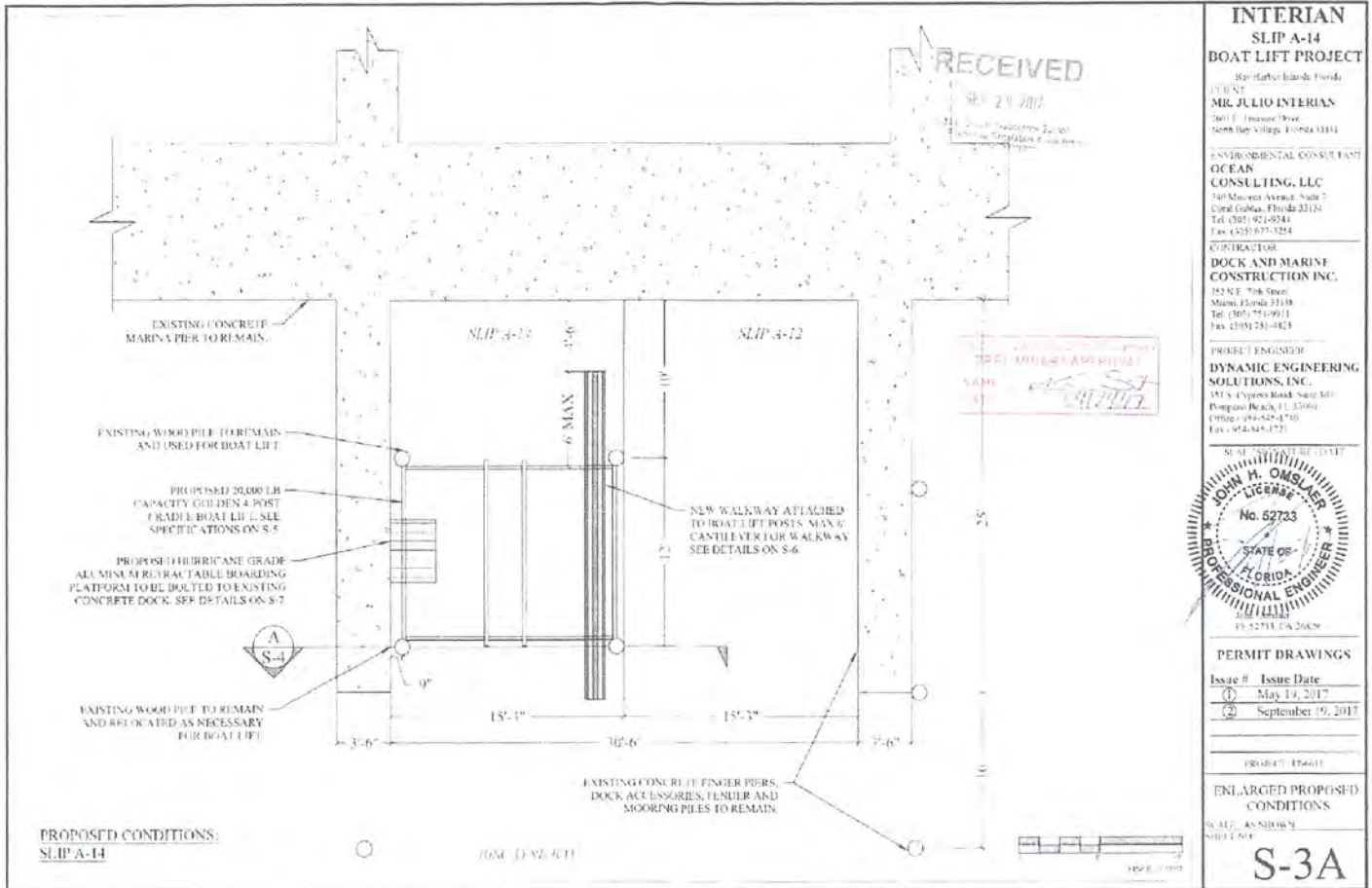


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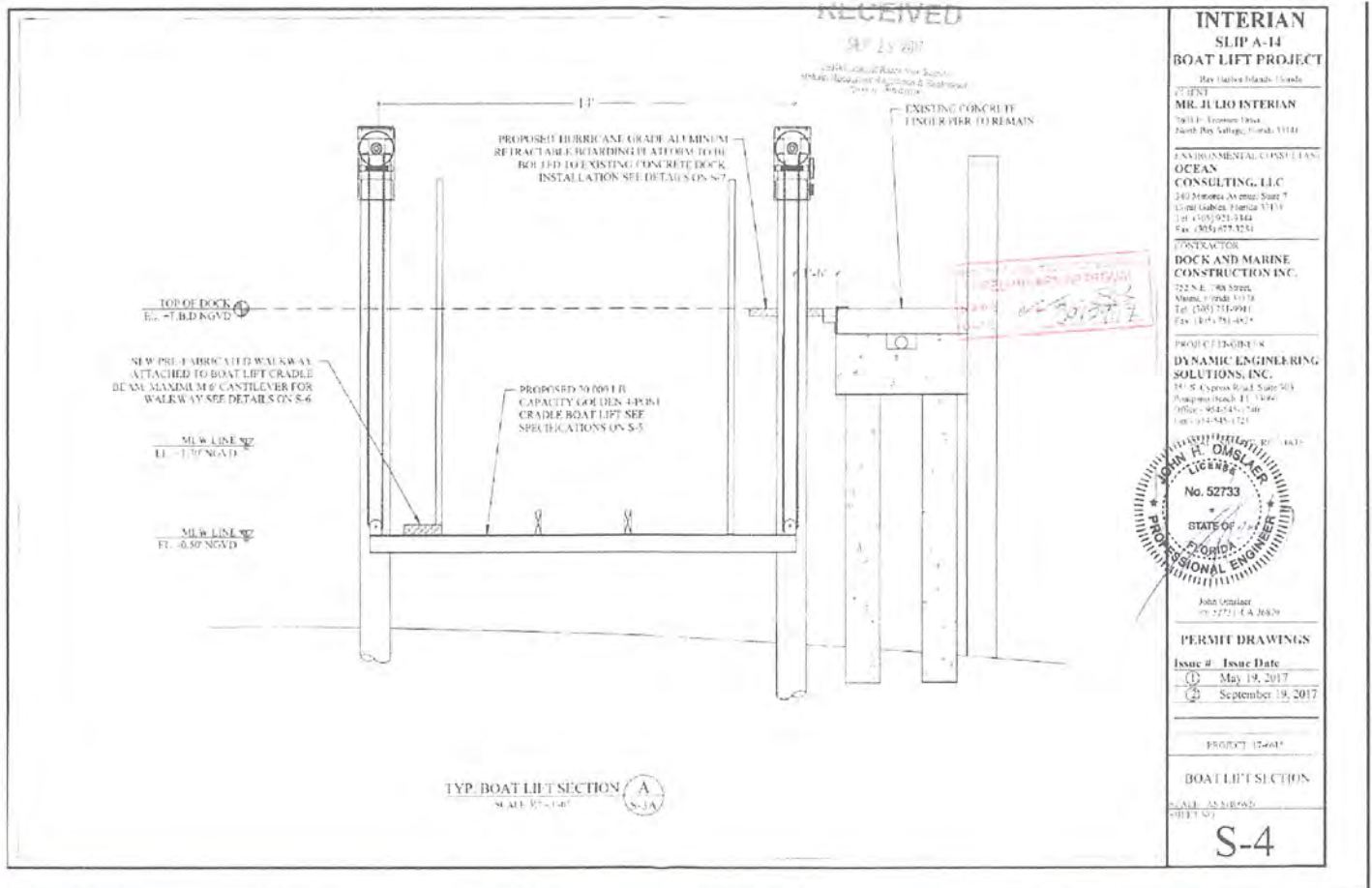


Serving Florida's transportation since 1988

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GOLDEN ENGINEERED 4 POST, 2 MOTOR BOAT LIFTS

FREE SPACING CHART
The double vertical of crane wheels is to be set in the center of the 100 beam.

Beam Length	Beam Spacing	Beam Spacing	Beam Spacing
100	10	10	10
150	15	15	15
200	20	20	20
250	25	25	25
300	30	30	30
350	35	35	35
400	40	40	40
450	45	45	45

THIS CONSTRUCTION HAS BEEN DESIGNED AS A WIND AND WAVE RESISTANT SYSTEM WITH CALCULATED BEAULTY AND WIND LOADS IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2014, SECT. 1609, ASH 2005, AND ASCE 7-10. MINIMUM DESIGN LOADS FOR BEULGING AND STRENGTH STRUCTURES TO WITHSTAND THE WIND LOADS ASSOCIATED WITH AN ULTIMATE WIND SPEED OF 115 MPH, EXPOSURE 1, RISK CATEGORY 1, AND DESIGN PRESSURE IS 48.00 PSF. DYNAMIC ENGINEERING SOLUTIONS HAS NO CONTROL OF THE POWER MECHANICAL, PERFORMING, OR INSTALLATION OF THIS PROJECT. THESE GENERAL PLANS AND ENGINEERING DRAWINGS IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICES AND DATA PROVIDED BY THE MANUFACTURER.

DYNAMIC ENGINEERING SOLUTIONS, INC.
Ray Omsler
PE 12753, ES 3049
351 S. Cypress Road, Suite 200
Pompano Beach, FL 33062
Tel: 954-781-1221, Fax: 954-781-1221

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INTERIAN
SLIP A-14
BOAT LIFT PROJECT

(City Harbor, Broward County, Florida)

MR. JULIO INTERIAN
301 S. Cypress Road, Suite 200
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Tel: 954-781-1221, Fax: 954-781-1221

ENVIRONMENTAL CONSULTANT
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CONTRACTOR
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Golden Manufacturing, Inc. 17651 East Street, Ft. Myers, Florida 33917, Tel: 888-888-8888

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(City Harbor, Broward County, Florida)

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7601 East Treasure Drive, Slip A-14

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SLIP-A-LIFT PROJECT

THE HARBOR GROUP, FLORIDA

MR. J. L. INTERIOR

1001 E. 10th Street
North Palm Beach, Florida 33411

ENVIRONMENTAL CONSULTING
OCEAN CONSULTING, LLC

3400 Meridian Avenue, Suite 7
Fort Lauderdale, Florida 33304
Tel: (561) 921-4344
Fax: (561) 921-4345

CONTRACTOR
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752 N. 7th Street
Miami, Florida 33136
Tel: (305) 371-4491
Fax: (305) 371-4422

PROJECT ENGINEER
DYNAMIC ENGINEERING SOLUTIONS, INC.

3815 S. Cypress Road, Suite 203
Pompano Beach, FL 33062
Office: (954) 545-1740
Fax: (954) 545-7222

SEAL SIGNATURE DATE

JOHN H. OMSLAER
No. 52733
STATE OF FLORIDA
PROFESSIONAL ENGINEER
PE 52733 Exp. 2012

PERMIT DRAWINGS

Issue # Issue Date
(1) May 19, 2012
(2) September 19, 2012

PROJECT LOCATION
WALKWAY
SPECIFICATIONS

SCALE: AS SHOWN
SHEET NO.

S-6



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Agenda Item 11A



North Bay Village

Administrative Offices

1636 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7172 Website: www.nbvillage.com

DOCK APPLICATION FOR PUBLIC HEARING

Page 1 of 3

Site Address **7601 E. Treasure Drive, North Bay Village FL 33141**

Owner Name **Grand View Palace Yacht Club, Inc** Owner Phone # **305-861-6000**

Owner Mailing Address **7601 E. Treasure Drive, CU12**

Applicant Name **Kirk Lofgren** Applicant Phone # **305-921-9344**

Applicant Mailing Address **340 Minorca Ave Suite 7 Coral Gables FL 33134**

Contact Person **Kirk Lofgren** Contact Phone # **305-921-9344**

Contact Email Address **justina@oceanconsultingfl.com**

Legal Description of Property **THE GRAND VIEW PALACE CONDO LOTS 1&2 BLK 8 & TRACT A BLK 8**

Existing Zoning _____ Lot Size **180294 sq ft** Folio Number **23-3209-041-6060**

Legal Description **1ST ADDN TO TREASURE ISL PB53-65 LOTS 1&2 BLK 8 & TRACT A BLK 8**

Project Description **To install a new 20K-capacity, cradle lift boatlift in Slip No. A-14 and a boarding platform.**

Dock Length Measured Perpendicular from Seawall _____

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

☐ Site plans which depict:

North point

Scale at 1/16 inch to the foot, or larger

Date of preparation

Dock structures

Any mechanical equipment

Any exterior lighting

Any other physical features

☐ Property survey

☐ Elevations

☐ DERM approval

☐ Application fees

☐ Cost recovery deposit

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Dr. D. Hall

Commissioner
Dr. George N. Hall

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Agenda Item 11A

DOCK APPLICATION FOR PUBLIC HEARING

Page 2 of 3

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

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

All persons, firms, or corporations requesting dock approval from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such a variance request, pursuant to Section 152.110 of the Village Code.

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

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

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

Authorized Signature



Print Name Orlando C. Lama, Vice President

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

STATE OF FLORIDA

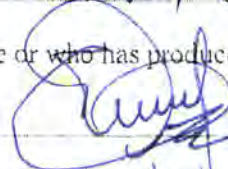
COUNTY OF Miami - Dade

Sworn to and subscribed to before me this 26 day of April, 2017

by Orlando C. Lama, Vice President

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

Notary Public Signature



Commission Number/Expiration

Nov 12, 2019



Connie Leon-Kreps — Eddie Lim

Commissioner
Dr. Richard Chervony

Page 429 of 576

Commissioner
Vicky Duval

Commissioner
George Gonzalez

Agenda Item 11A

DOCK APPLICATION FOR PUBLIC HEARING

Page 3 of 3

Office Use Only:

Date Submitted: 5/1/18

Tentative Meeting Date: 6/12/18

Fee Paid: \$ 2,300

Cash or Check # —

Date Paid: 5/1/18

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duval

Commissioner
George Gonzalez

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Agenda Item 11A



7601 E Treasure Dr. Suite CU-12
North Bay Village, Florida 33141

October 12, 2017

To Whom It May Concern:

This serves to confirm that GrandView Palace Yacht Club, Inc. approves of the installation of a new 20,000 lb.-capacity Golden 4-Post Cradle Boat Lift in Slip No. A-14. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Orlando Lama", is written over the printed name.

Orlando Lama

Vice President Grandview Palace Yacht Club, Inc.

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: AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A-14 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.

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

Dated this 1st day of May 2018.

Yvonne P. Hamilton
Village Clerk

(North Bay Village Commission Meeting – June 12, 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

RE: AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A-14 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.

I, Yvonne P. Hamilton, Village Clerk, hereby certify the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request on May 23, 2018, pursuant to Section 4.4(4)(b) of the Unified Land Development Code.

Dated this 23rd day of May 2018.

Yvonne P. Hamilton, CMC
Village Clerk

(North Bay Village Commission Meeting – June 12, 2018)

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Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

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: AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A-14 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on June 12, 2018 was posted at the above-referenced property on May 23, 2018, pursuant to Section 4.4(A)(6) of the Unified Land Development Code.

Dated this 23rd day of May 2018.

Yvonne P. Hamilton, CMC
Village Clerk

(North Bay Village Commission Meeting – June 12, 2018)

Page 434 of 576

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim



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, JUNE 12, 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 REQUESTS:

1. AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A-10 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.
2. AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A-14 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.

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

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

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

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

YVONNE P. HAMILTON, CMC
VILLAGE CLERK

Grandview Palace Condominium
7601 E. Treasure Drive
N. Bay Village, FL 33141

Caribbean Towers Condominium
7545 E. Treasure Drive
N. Bay Village, FL 33141

Treasure Island Elementary
C/O 1450 N.E. 2nd Avenue
Room 602
Miami, FL 33132

Bocados Ricos Corp
1880 Kennedy Causeway
N. Bay Village, FL 33141

Gonzalez Santiago
1886 Kennedy Causeway
N. Bay Village, FL 33141

DDB Investments Fortune
ATTN: Valeria Dahan
1300 Brickell Avenue
Miami, FL 33131

Sunshine Grocery
1900 Kennedy Causeway
N. Bay Village, FL 33141

Pizza D'Light
C/O Jairo Reyes
1865 Kennedy Cswy., #11-C
N. Bay Village, FL 33141

Mr. Greg Lambert
823 N.W. 57th Avenue
Ft. Lauderdale, FL 33309
(Re: 1886B Kennedy Cswy.)

Bridgewater Tower Condo
Attn: Rick Muller
1881 Kennedy Causeway
N. Bay Village, FL 33141

Happy's Store/Sports
1872 Kennedy Causeway
N. Bay Village, FL 33141



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Agenda Item 11A

Owner/Occupant
1881 79th Street Causeway, #1001
N. Bay Village, FL 33141

Owner/Occupant
1881 79th Street Causeway, #1002
N. Bay Village, FL 33141

Owner/Occupant
1881 79th Street Causeway, #1003
N. Bay Village, FL 33141

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1881 79th Street Causeway, #1004
N. Bay Village, FL 33141

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N. Bay Village, FL 33141

Owner/Occupant
1881 79th Street Causeway, #1502
N. Bay Village, FL 33141



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Agenda Item 11A

Owner/Occupant
1881 79th Street Causeway, #1503
N. Bay Village, FL 33141

Owner/Occupant
1881 79th Street Causeway, #1504
N. Bay Village, FL 33141

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1881 79th Street Causeway, #1904
N. Bay Village, FL 33141



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Agenda Item 11A

Owner/Occupant
1881 79th Street Causeway, #1905
N. Bay Village, FL 33141

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1881 79th Street Causeway, #1906
N. Bay Village, FL 33141

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Owner/Occupant
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N. Bay Village, FL 33141

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Owner/Occupant
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1881 79th Street Causeway, #906
N. Bay Village, FL 33141

Owner/Occupant
1881 79th Street Causeway, #907
N. Bay Village, FL 33141



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Agenda Item 11A

Owner/Occupant
7601 East Treasure Drive, #1101
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1508
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #PH212
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1416
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1102
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #809
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1224
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #623
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1504
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #915
N. Bay Village, FL 33141

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7601 East Treasure Drive, #412
N. Bay Village, FL 33141

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7601 East Treasure Drive, #910
N. Bay Village, FL 33141

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7601 East Treasure Drive, #1503
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #PH219
N. Bay Village, FL 33141

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7601 East Treasure Drive, #417
N. Bay Village, FL 33141

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7601 East Treasure Drive, #2123
N. Bay Village, FL 33141

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7601 East Treasure Drive, #617
N. Bay Village, FL 33141

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7601 East Treasure Drive, #904
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7601 East Treasure Drive, #919A
N. Bay Village, FL 33141

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7601 East Treasure Drive, #1105
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7601 East Treasure Drive, #1216
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7601 East Treasure Drive, #612
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1204
N. Bay Village, FL 33141

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7601 East Treasure Drive, #909
N. Bay Village, FL 33141

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7601 East Treasure Drive, #1808
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1001
N. Bay Village, FL 33141

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7601 East Treasure Drive, #2420
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #619
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1106
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2417
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #912
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, # CU-20
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2214
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1607
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Owner/Occupant
7601 East Treasure Drive, #523
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Owner/Occupant
7601 East Treasure Drive, #2111
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7601 East Treasure Drive, #2205
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Owner/Occupant
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7601 East Treasure Drive, #2104
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7601 East Treasure Drive, #2201
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7601 East Treasure Drive, #1014
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Owner/Occupant
7601 East Treasure Drive, #924
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2110
N. Bay Village, FL 33141

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7601 East Treasure Drive, #704
N. Bay Village, FL 33141

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7601 East Treasure Drive, #1411
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7601 East Treasure Drive, #914
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7601 East Treasure Drive, #402
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Owner/Occupant
7601 East Treasure Drive, #1424
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Owner/Occupant
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7601 East Treasure Drive, #1801
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N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1612
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #812
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2217
N. Bay Village, FL 33141



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Agenda Item 11A

Owner/Occupant
7601 East Treasure Drive, #1219
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1909
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, # CU-18
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, # CU-3
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, # CU-5
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, # CU-4
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1815
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1804
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #801
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #710
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2207
N. Bay Village, FL 33141

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7601 East Treasure Drive, #905
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1418
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #515
N. Bay Village, FL 33141

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7601 East Treasure Drive, #2220
N. Bay Village, FL 33141

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N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2007
N. Bay Village, FL 33141

Owner/Occupant
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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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7601 East Treasure Drive, #1820
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7601 East Treasure Drive, #PH120
N. Bay Village, FL 33141

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7601 East Treasure Drive, #2119
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #724
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #3117
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1003
N. Bay Village, FL 33141



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Agenda Item 11A

Owner/Occupant
7601 East Treasure Drive, #901
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1509
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1022
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2109
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1404
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1218
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #906
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #722
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1423
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, # PH106
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1203
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1007
N. Bay Village, FL 33141

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7601 East Treasure Drive, #407
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Owner/Occupant
7601 East Treasure Drive, #601
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1601
N. Bay Village, FL 33141

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7601 East Treasure Drive, #1915
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, # CU-14
N. Bay Village, FL 33141

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7601 East Treasure Drive, #2108
N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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7601 East Treasure Drive, #2003
N. Bay Village, FL 33141

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7601 East Treasure Drive, #2206
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Owner/Occupant
7601 East Treasure Drive, #1005
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, # CU-19
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1123
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #802
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1117
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #707
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #623
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2312
N. Bay Village, FL 33141



Owner/Occupant
7601 East Treasure Drive, #502
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #512
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1420
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2419
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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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7601 East Treasure Drive, #510
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #923
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Owner/Occupant
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7601 East Treasure Drive, # PH118
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1118
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Owner/Occupant
7601 East Treasure Drive, #2308
N. Bay Village, FL 33141

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Owner/Occupant
7601 East Treasure Drive, #1103
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, # PH217
N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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Owner/Occupant
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N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, # PH210
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #804
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1724
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1109
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #703
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #903
N. Bay Village, FL 33141



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Agenda Item 11A

Owner/Occupant
7601 East Treasure Drive, #1514
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #PH117
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1402
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1408
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #806
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1717
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #706
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2024
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1523
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #CU-9
N. Bay Village, FL 33141

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7601 East Treasure Drive, #CU-6
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Owner/Occupant
7601 East Treasure Drive, #604
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #819
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7601 East Treasure Drive, #CU-25
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N. Bay Village, FL 33141

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7601 East Treasure Drive, #1023
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Owner/Occupant
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N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #CU-11
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7601 East Treasure Drive, #PH222
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7601 East Treasure Drive, #609
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7601 East Treasure Drive, #1212
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2006
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1115
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1017
N. Bay Village, FL 33141



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Owner/Occupant
7601 East Treasure Drive, #1516
N. Bay Village, FL 33141

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7601 East Treasure Drive, #PH115
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1510
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7601 East Treasure Drive, #919
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N. Bay Village, FL 33141

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7601 East Treasure Drive, #701
N. Bay Village, FL 33141

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Owner/Occupant
7601 East Treasure Drive, #1614
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2317
N. Bay Village, FL 33141

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Owner/Occupant
7601 East Treasure Drive, #420
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2407
N. Bay Village, FL 33141

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7601 East Treasure Drive, #2315
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7601 East Treasure Drive, #1916
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7601 East Treasure Drive, #815
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7601 East Treasure Drive, #2001A
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7601 East Treasure Drive, #2001
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7601 East Treasure Drive, #720
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N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1911
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2124
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1715
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #803
N. Bay Village, FL 33141

Owner/Occupant
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N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #PH208
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #PH214
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #703
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1524
N. Bay Village, FL 33141



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Agenda Item 11A

Owner/Occupant
7601 East Treasure Drive, #1707
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1722
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1803
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1918
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1921
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1922
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2005
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2009
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2010
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2023
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2103
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2105
N. Bay Village, FL 33141

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7601 East Treasure Drive, #2122
N. Bay Village, FL 33141

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7601 East Treasure Drive, #2202
N. Bay Village, FL 33141

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7601 East Treasure Drive, #2204
N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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7601 East Treasure Drive, #2306
N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2412
N. Bay Village, FL 33141

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N. Bay Village, FL 33141

Owner/Occupant
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N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #406
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #409
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #415
N. Bay Village, FL 33141

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Agenda Item 11A

Owner/Occupant
7601 East Treasure Drive, #PH123
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2414
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #520
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #522
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #605
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #616
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #620
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #711
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #714
N. Bay Village, FL 33141

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7601 East Treasure Drive, #715
N. Bay Village, FL 33141

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7601 East Treasure Drive, #721
N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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7601 East Treasure Drive, #PH111
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7601 East Treasure Drive, #1119
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7601 East Treasure Drive, #1220
N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

Owner/Occupant
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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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7601 East Treasure Drive, #2203
N. Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 1A
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 1B
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 1C
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 1D
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2A
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2B
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2C
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2D
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2E
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2F
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2G
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2H
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2J
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2K
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3A
North Bay Village, Fl 33141

Owner/Occupant
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North Bay Village, Fl 33141

Owner/Occupant
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North Bay Village, Fl 33141

Owner/Occupant
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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3K
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4A
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4B
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4C
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4D
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4E
North Bay Village, Fl 33141



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Agenda Item 11A

Owner/Occupant
7545 E. Treasure Dr. Apt. 4F
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4G
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4H
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4I
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4J
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4K
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5A
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5B
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5C
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5D
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5E
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5F
North Bay Village, Fl 33141

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North Bay Village, Fl 33141

Owner/Occupant
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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5J
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5K
North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 6L
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 7B
North Bay Village, Fl 33141



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Agenda Item 11A

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Owner/Occupant
7545 E. Treasure Dr. Apt. 7C
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 7D
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 7E
North Bay Village, Fl 33141

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North Bay Village, Fl 33141

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Owner/Occupant
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North Bay Village, Fl 33141

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7545 E. Treasure Dr. Apt. 10K
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. OFC.
North Bay Village, Fl 33141

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, JUNE 12, 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 REQUESTS:

1. AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A-10 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.
2. AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A-14 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.

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

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

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

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

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



NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, JUNE 12, 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 REQUESTS:

1. AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A-10 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.
2. AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A-14 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.

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

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

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

YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(May 22, 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: May 31, 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, PERMITTING INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP A-14, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MDM:yph

Agenda Item 11A

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP A-14, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

WHEREAS, Kirk Lofgren has applied to North Bay Village, on behalf of Grandview Palace Yacht Club, Inc., for permission to install a new boatlift on an existing dock at the Grandview Palace Business Marina at 7601 East Treasure Drive in Slip A-14, Treasure Island, North Bay Village, Florida, in the RM-70, High Density Multiple-Family Residential Zoning District; and

WHEREAS, Pursuant to Section 9.12(B) of the Unified Land Development Code, boatlifts are to be constructed no more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village, unless granted approval by the Village Commission; and

WHEREAS, in accordance with Section 9.12(B) of the Village Code, a public hearing by the Village Commission was noticed for June 12, 2018, at 7:30 p.m. at Village Hall, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission.

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

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Agenda Item 11A

Section 2. Findings.

In accordance with Section 9.12(B) of the Village Code Unified Land Development Code, the Village Commission having considered the testimony and evidence in the record presented by all parties, finds that the boatlift is safe and environmentally compatible.

Section 3. Grant.

In accordance with Section 9.12(B) of the Village Unified Land Development Code approval is granted to install a new boatlift at the marina at 7601 East Treasure Drive, in Slip A-14, in accordance with the Site Plan submitted to the Village Clerk's Office.

Section 4. Conditions.

Approval is granted with the condition that the following items are met prior to issuance of a Building Permit:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
3. Cost recovery charges must be paid pursuant to Section 5.12 of the Village Unified Land Development Code. Specifically, no new development application shall be accepted, and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Agenda Item 11A

Section 5. Appeal.

In accordance with Section 4.6 of the Village 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 6. Violation of Terms and Conditions.

Failure to adhere to the terms and conditions contained in this Resolution in Section 4 shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to the revocation of any of the approval(s) granted in this Resolution.

The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

Section 7. Effective Date.

This Resolution shall become effective upon its adoption.

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

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this 12th day of June 2018.

MAYOR CONNIE LEON-KREPS

Agenda Item 11A

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Norman C. Powell, Esq.
Village Attorney

North Bay Village Resolution: Installation of Boatlift at 7601 E. Treasure Drive Marina in Slip A-14.



Staff Report Permit Application for Boat Lift

Prepared for: North Bay Village Commission
Applicant: Kirk Lofgren
Site Address: 7601 East Treasure Drive
*Request: Permit for Installation of Boat Lift
in Slip A-14*



LaRue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-334-3366

Serving Florida Local Governments Since 1988

Agenda Item 11B

Staff Report
Boat Lift Installation

Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip A-14

General Information

Property Owner	Grand View Palace Yacht Club, Inc.
Applicant	Kirk Lofgren
Applicant Address	340 Minorca Ave., Suite 7, Coral Gables, FL
Site Address	7601 East Treasure Drive
Contact Person	Kirk Lofgren
Contact Phone Number	305-921-9344
E-mail Address	justina@oceanconsultingfl.com

General Description

The applicant is requesting a permit to install a new 20,000 pound capacity boat lift with a boarding platform and an access platform on an existing dock in slip A14 at the Grandview Palace property. The proposed boat lift and platforms will not extend any further into the bay than the existing dock and neither will the proposed structures cause the dock structure to extend any further into the bay than it currently exists. However, since the proposed boat lift and platforms will be placed more than 25 feet from the seawall, the application shall be heard by the Village Commission at a public hearing.

Applicable Code Provisions

The construction or alteration of docks, piers, etc is governed by Section 9.12.

Section 9.12(B) reads as follows:

1. No person, firm, or corporation shall construct any docks, piers, dolphins, wharfs, pilings, boat lifts, or similar structures of any kind more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village without first-obtaining a waiver from the Village Commission after a public hearing. However, the furthestmost distance seaward from the seawall or shoreline shall not exceed 75 feet including all dolphins or pilings installed beyond the seaward most line of the dock or pier but not including required rip-rap.
2. No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the Village unless the structure is set back at least 7½ feet from the lot line on each side.
3. No person, firm, or corporation shall build, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar



Agenda Item 11B

Staff Report
Boat Lift Installation

Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip A-14

structure within the corporate limits of the Village, or do any filling, excavating, or dredging in the waters without first obtaining a building permit to do so from the Village Building Department.

4. Application for any permit or the transfer of any permit required by this section shall be made to the Village Building Department in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.
5. Permits for seawalls and dock structures can be approved administratively and do not require a hearing or approval of the Village Commission if:
 - a. All proposed dock structures, including but not limited to boat lifts and mooring piles, are not placed more than 25 feet measured perpendicular from the seawall.
 - b. All proposed dock structures, including but not limited to boat lifts and mooring piles, are entirely within the D-5 triangle as described in Section D5 of the Miami-Dade Public Works Manual.
6. Applications for docks, boat lift, mooring piles or other similar structures that do not meet the administrative approval criteria of Section 6 above shall be heard by the Village Commission at a public hearing. If an applicant seeks a dock or pier length greater than 25 feet measured perpendicular from the seawall (including boat lifts, mooring piles or other structures), the Village Commission shall consider the following criteria to determine if a distance waiver shall be granted:
 - a. If the Applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners, and
 - b. If the Village has received any letter(s) of objection from adjoining riparian property owners; and
 - c. Any other factors relevant to the specific site.
7. The Village Commission may deny, approve, or modify the request and/or impose conditions in the permit, or granting of a distance waiver, which it deems necessary to protect the waterways of the Village in accordance with the public safety and the general welfare. The requirement of approval by the Village Commission shall not include applications for repair of existing structures.
8. A public hearing held pursuant to this Section shall be quasi-judicial.
9. Repair or reconstruction of existing structures shall not require approval of the Village Commission but may be approved administratively. However, the provisions of subsections 4 and 5 above shall be complied with.
10. A safety light shall be placed on the part of the structure (either dock, mooring pile, or boat lift) which is furthest from the seawall. The light shall be illuminated from one half hour prior to sunset to one half hour after sunrise.



Agenda Item 11B

Staff Report
Boat Lift Installation

Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip A-14

Staff Comments

One 20,000 pound capacity boat lift with a boarding platform and access platform will be installed in slip A-14. To support the lift, new wood pilings will be installed within the slip. The installed boat lift will be 12 feet long by 15 feet wide. The boarding platform will be 3.5 feet wide by 4.5 feet long, installed on the boat lift on the same side as the dock. The access platform will be 21 feet long by 15.5 inches wide, installed on the boat lift on the opposite side from the dock.

Because the lift is being installed in an existing boat slip, the capacity of the docks will not be increased and therefore, this installation should not affect vehicle parking at Grandview Palace or cause an increase in the number of vehicle traffic trips.

The boat lift will not encroach on the 7.5 foot side setbacks from the property lines.

Since the proposed structures are being placed more than 25 feet from the seawall, the Village Commission must consider the proposal at a public hearing and determine whether to grant a distance waiver.

These plans have received pre-approval from Miami-Dade DERM.

Based on the materials presented by the applicant, the proposed structures are in compliance with the applicable provisions of Section 9.12(B). The proposed boatlift is safe and compatible.



Agenda Item 11B

Staff Report
Boat Lift Installation

Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip A-14

Staff Recommendations

Staff recommends **approval** of the application to install the new boat lift with boarding platform and access platform, pending the following:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Submitted by:

James G. LaRue, AICP

Planning Consultant

May 22, 2018

Hearing: Village Commission, June 12, 2018



Agenda Item 11B

Staff Report
Boat Lift Installation

Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip A-14



7601 E Treasure Dr. Suite CU-12
North Bay Village, Florida 33141

October 12, 2017

To Whom It May Concern:

This serves to confirm that Grandview Palace Yacht Club, Inc. approves of the installation of a new 20,000 lb. capacity Golden 4-Post Cradle Boat Lift in Slip No. A-14. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Orlando Lama".

Orlando Lama
Vice President Grandview Palace Yacht Club, Inc.

Phone number: 305.900.4626

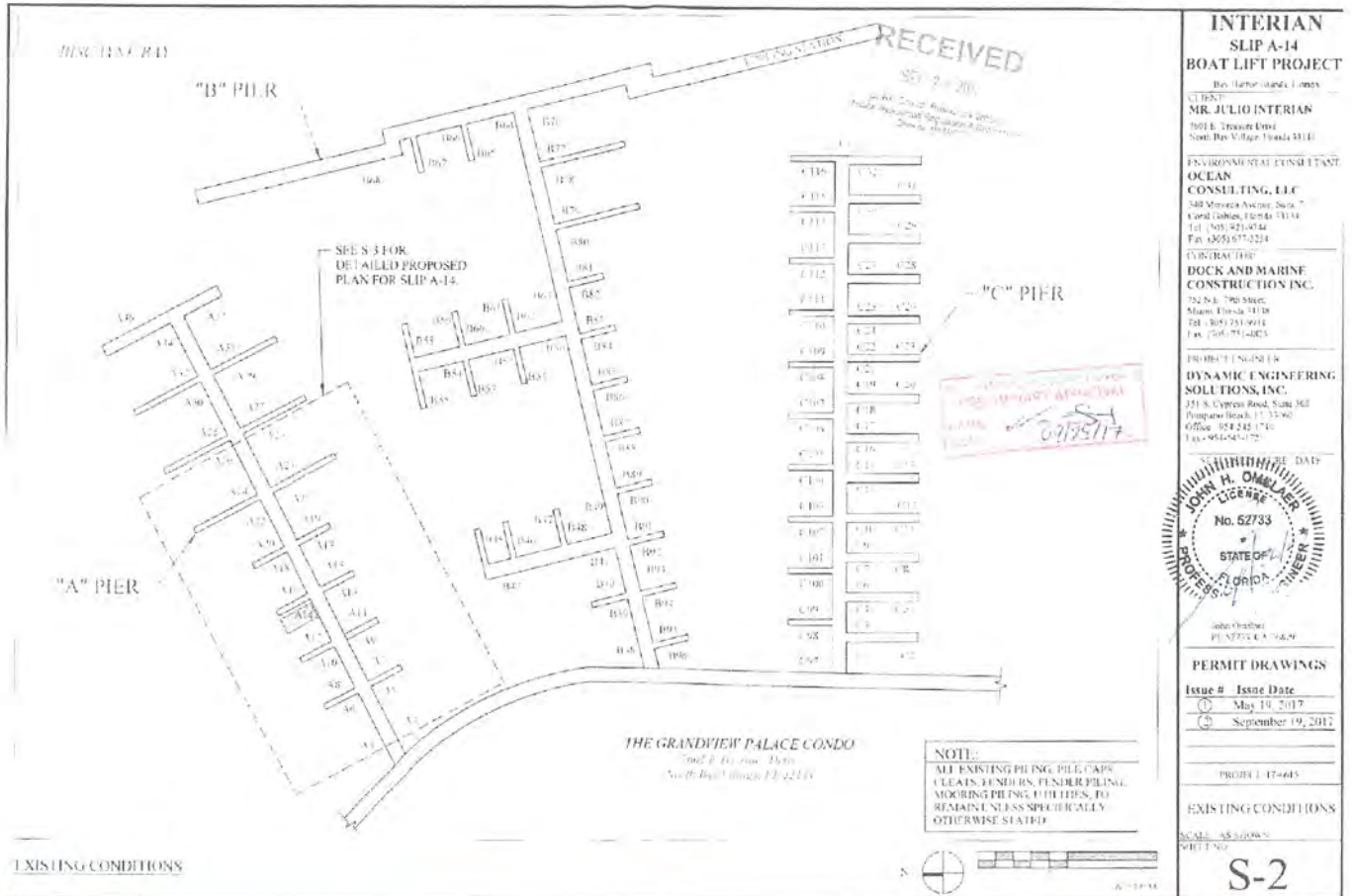
Email Address: orlando@grandviewpalace.com



Agenda Item 11B

Staff Report
Boat Lift Installation

Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip A-14

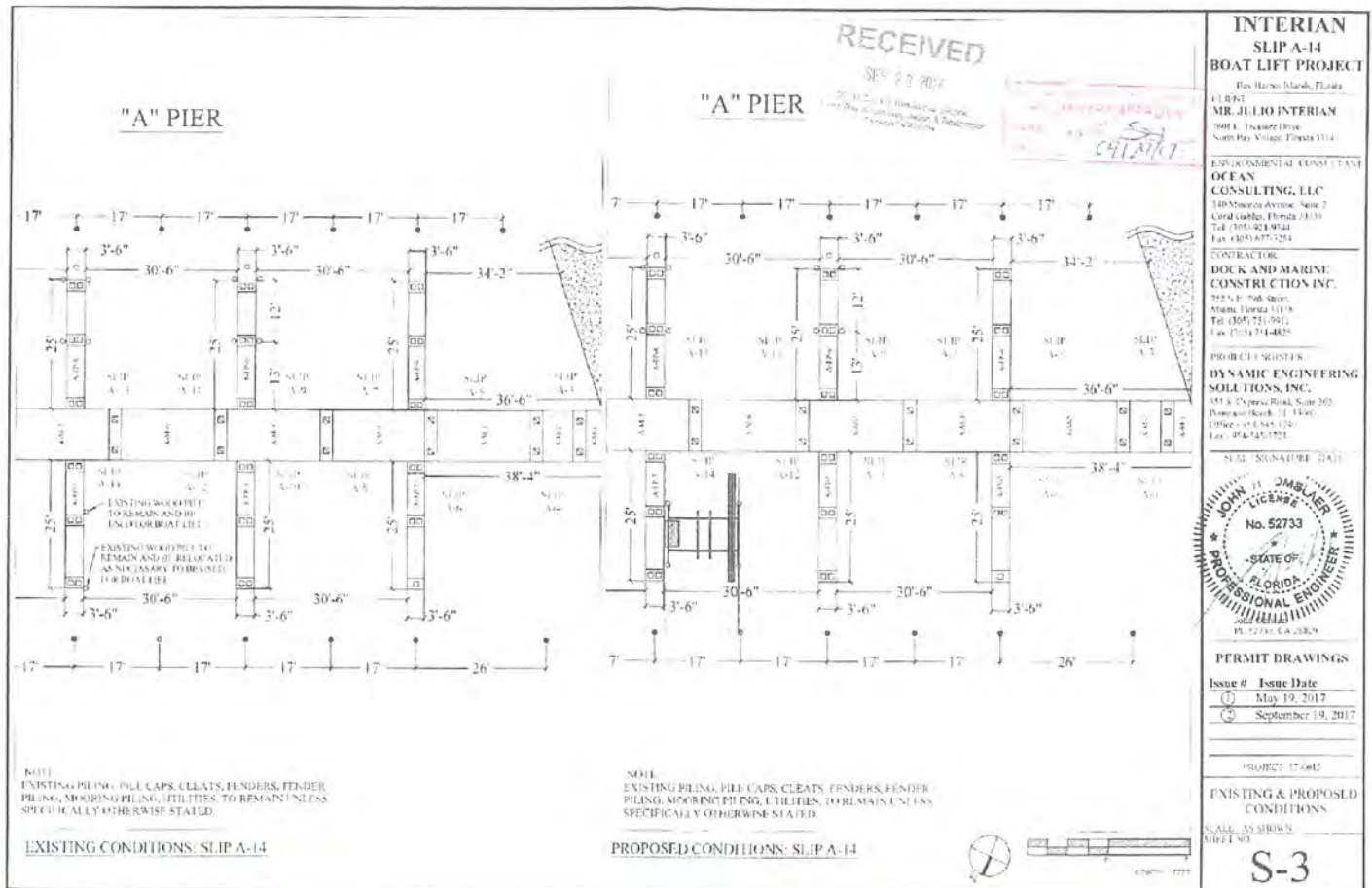


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Agenda Item 11B

Staff Report
Boat Lift Installation

Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip A-14

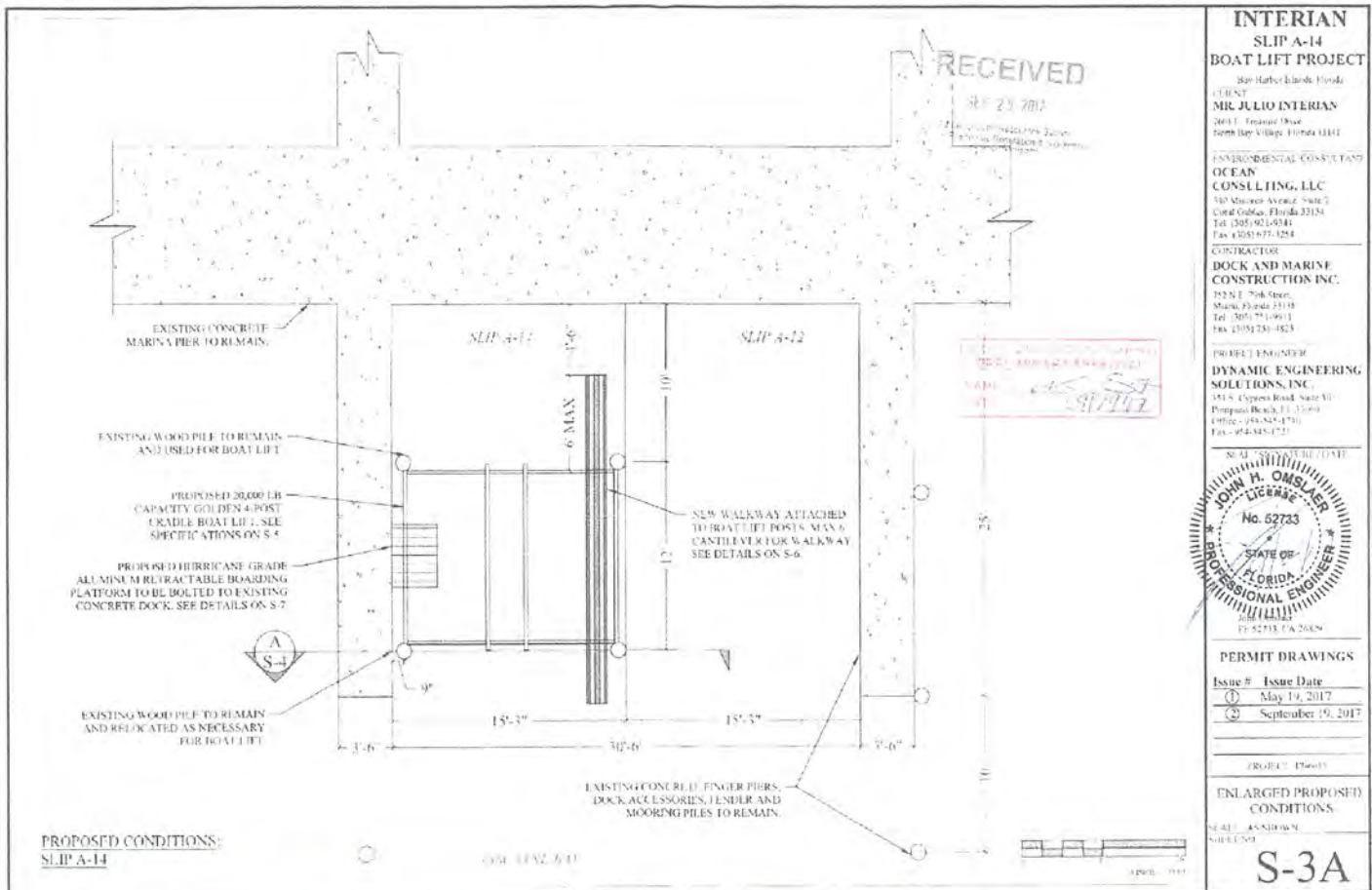


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Agenda Item 11B

Staff Report
Boat Lift Installation

Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip A-14

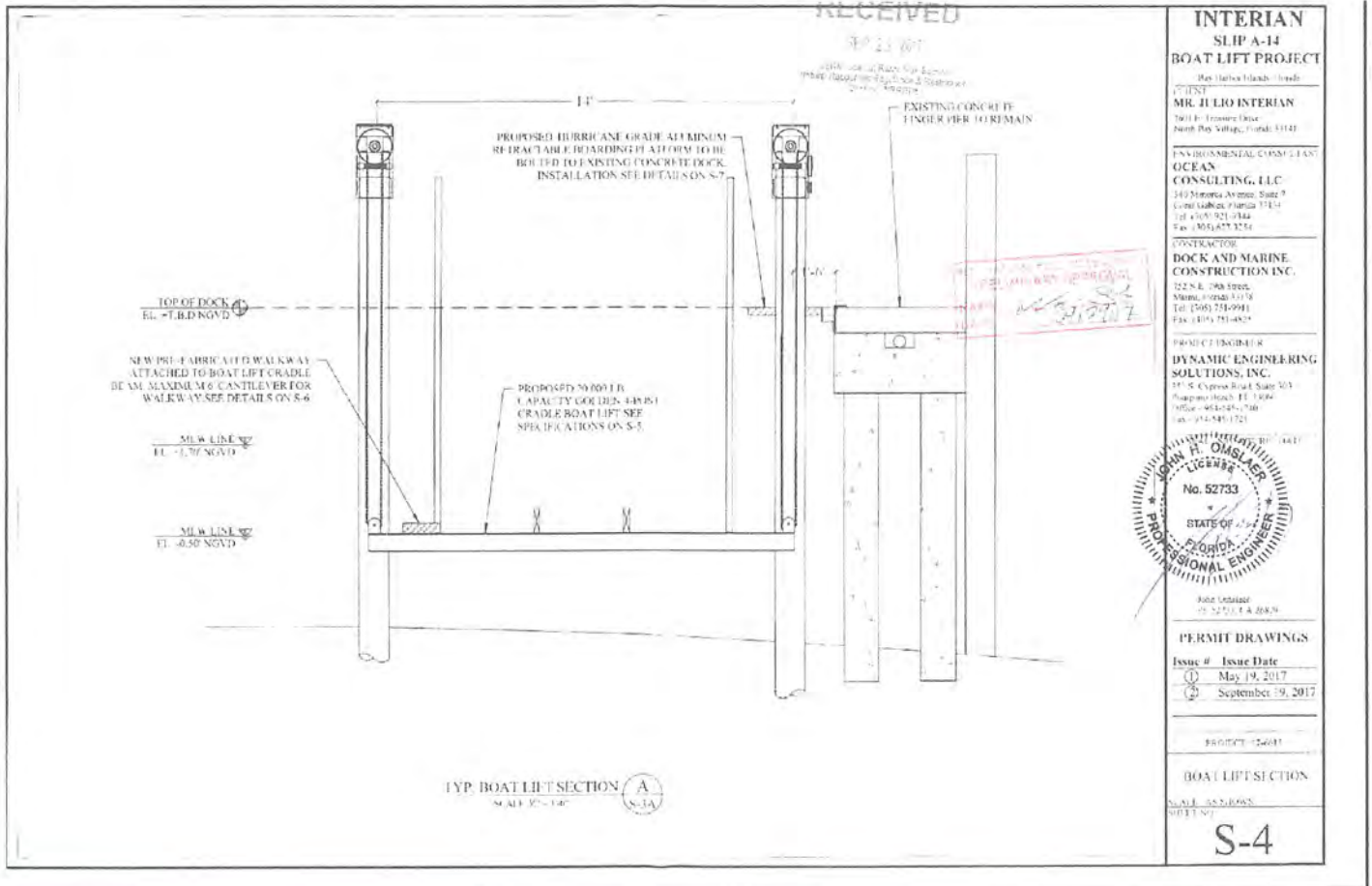


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Agenda Item 11B

Staff Report
Boat Lift Installation

Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip A-14

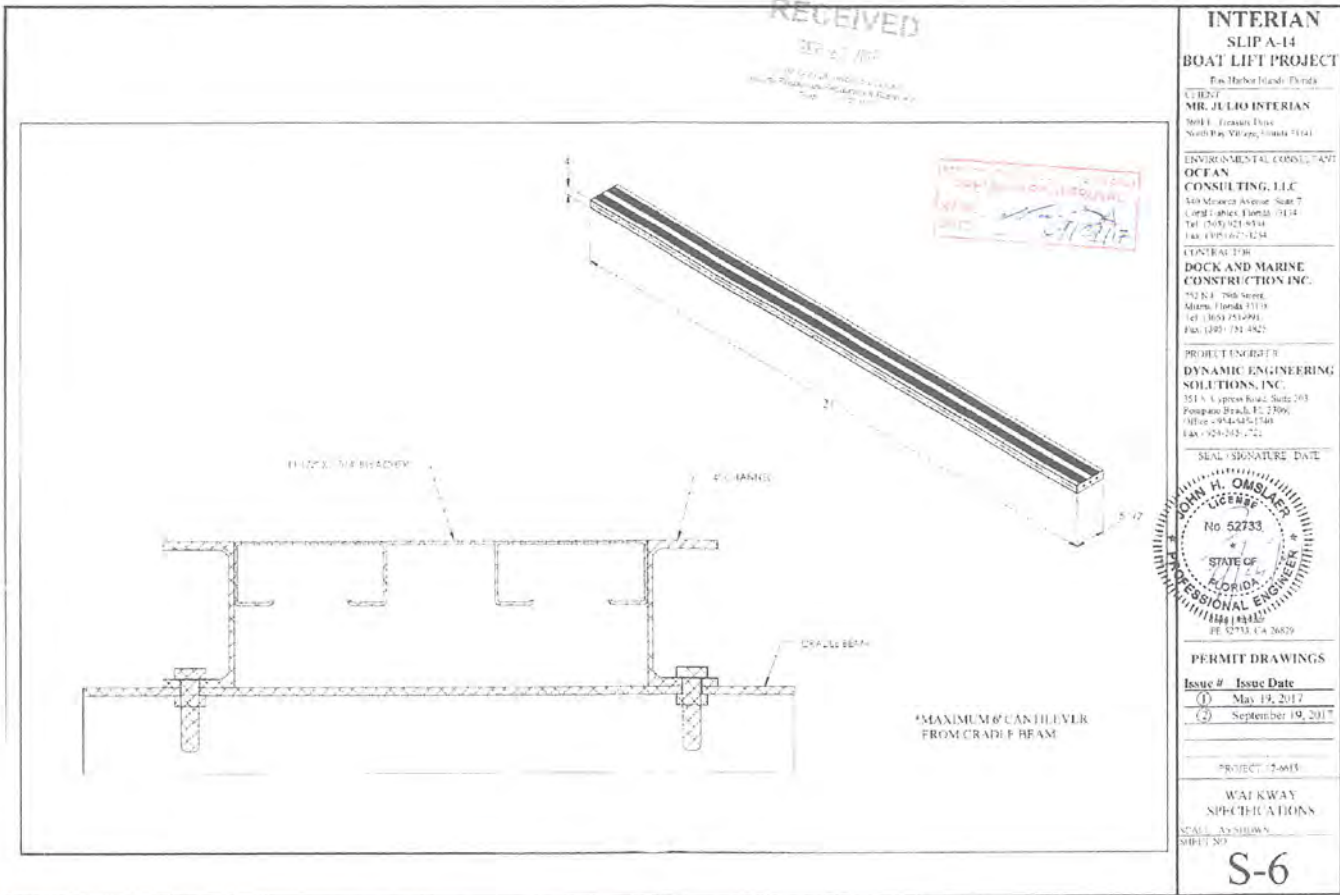


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Agenda Item 11B

Staff Report
Boat Lift Installation

Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip A-14



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Agenda Item 11B

Staff Report
Boat Lift Installation

Applicant: Kirk Lofgren
7601 East Treasure Drive, Slip A-14

LIVE		DESCRIPTION		REVISIONS		DATE	
A	INITIAL DRAWING					9/30/18	

HANDRAIL OPTIONAL

TOP VIEW

SIDE VIEW

OPTIONAL MOUNT PLATE

ATTACH WITH (6) MIN 1/2" RED HEADS SWW-316 S S 6" MIN SPACING, 3" MIN. EDGE DISTANCE

ADD OPTIONAY HANDRAIL ... Y _____ N _____

ADD OPTIONAY MOUNT PLATE ... Y _____ N _____

RECEIVED
SEP 24 2018
DEPT. OF PUBLIC WORKS
CIVIL ENGINEERING SECTION
PLANNING DIVISION

ITEM NO.	QTY	UNIT	DESCRIPTION	MATERIAL SPECIFICATION
7	1	COMMON	3/8"x6"x44" ALUM PLATE OPTIONAL	6061-T6
8	1	COMMON	5/16 NUT AND WASHER	S.S.
5	1	COMMON	5/16-18 X 1" HEX BOLT	S.S.
4	1	COMMON	TEE HANDLE HINGE PIN	6061-T6
3	1	COMMON	2" X 42" X 12" HANDRAIL	6061-T6
2	1	COMMON	MOUNT PLATE WELDMENT	6061-T6
1	1	COMMON	PLATFORM WELDMENT	6061-T6

UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE IN INCHES. TOLERANCES: FRACTIONS DECIMALS ANGLES

1/4" = 1" 1/8" = 0.125" 1/16" = 0.0625" 1/32" = 0.03125" 1/64" = 0.015625"

SEE NOTE SCALE 1/4" = 1"

GOLDEN MANUFACTURING, INC.
OUTBOARD PLATFORM WITH HANDRAIL
G3010 OUTBOARD PLATFORM VERSION D

INTERIAN
SLIP A-14
BOAT LIFT PROJECT

MR. JULIO INTERIAN
1001 E. Treasure Drive
Slip A-14, Treasure Island, FL 32711

ENVIRONMENTAL CONSULTING
OCEAN CONSULTING, LLC
1001 E. Treasure Drive, Suite 7
Treasure Island, Florida 32711
Tel: (407) 921-9344
Fax: (407) 921-9344

CONTRACTOR
DOCK AND MARINE CONSTRUCTION INC.
702 N.E. 1st Street
Miami, Florida 33138
Tel: (305) 731-0900
Fax: (305) 731-4825

PROJECT ENGINEER
DYNAMIC ENGINEERING SOLUTIONS, INC.
541 S. Cypress Road, Suite 501
Pompano Beach, FL 33069
Phone: (954) 345-1750
Fax: (954) 345-1722

STATE OF FLORIDA
Professional Engineer
No. 52733
JAMES H. OMSLAER
P.E.
JULIO INTERIAN
P.E.

PERMIT DRAWINGS
Issue # Issue Date
(1) May 19, 2017
(2) September 19, 2017

PROJECT LOCATION
BOARDING PLATFORM DETAILS

SCALE: AS SHOWN
S-7



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Agenda Item 11B



North Bay Village

Administrative Offices

1636 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7772 Website: www.nbvillage.com

DOCK APPLICATION FOR PUBLIC HEARING

Page 1 of 3

Site Address **7601 E. Treasure Drive, North Bay Village FL 33141**

Owner Name **Grand View Palace Yacht Club, Inc** Owner Phone # **305-861-6000**

Owner Mailing Address **7601 E. Treasure Drive, CU12**

Applicant Name **Kirk Lofgren** Applicant Phone # **305-921-9344**

Applicant Mailing Address **340 Minorca Ave Suite 7 Coral Gables FL 33134**

Contact Person **Kirk Lofgren** Contact Phone # **305-921-9344**

Contact Email Address **justina@oceanconsultingfl.com**

Legal Description of Property **THE GRAND VIEW PALACE CONDO LOTS 1&2 BLK 8 & TRACT A BLK 8**

Existing Zoning _____ Lot Size **180294 sq ft** Folio Number **23-3209-041-6060**

Legal Description **1ST ADDN TO TREASURE ISL PB53-65 LOTS 1&2 BLK 8 & TRACT A BLK 8**

Project Description **To install a new 20K-capacity, cradle lift boatlift in Slip No. A-14 and a boarding platform.**

Dock Length Measured Perpendicular from Seawall _____

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

☐ Site plans which depict:

North point

Scale at 1/16 inch to the foot, or larger

Date of preparation

Dock structures

Any mechanical equipment

Any exterior lighting

Any other physical features

☐ Property survey

☐ Elevations

☐ DERM approval

☐ Application fees

☐ Cost recovery deposit

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
John D. ...

Commissioner
George ...

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Agenda Item 11B

DOCK APPLICATION FOR PUBLIC HEARING

Page 2 of 3

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

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

All persons, firms, or corporations requesting dock approval from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such a variance request, pursuant to Section 152.110 of the Village Code.

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

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

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

Authorized Signature



Print Name Orlando C. Lama, Vice President

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

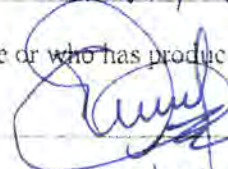
STATE OF FLORIDA
COUNTY OF Miami-Dade

Sworn to and subscribed to before me this 26 day of April, 2017.

by Orlando C. Lama, Vice President

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

Notary Public Signature



Commission Number/Expiration Nov 12, 2019



Connie Leon-Kreps --- Eddie Lim

Commissioner
Dr. Richard Chervony

Page 484 of 576
Commissioner
George Gonzalez

Agenda Item 11B

DOCK APPLICATION FOR PUBLIC HEARING

Page 3 of 3

Office Use Only:

Date Submitted: 5/1/18

Tentative Meeting Date: 6/12/18

Fee Paid: \$ 2,300

Cash or Check # —

Date Paid: 5/1/18

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Kathy Duval

Commissioner
George Gonzalez

Page 485 of 576

Agenda Item 11B



7601 E Treasure Dr. Suite CU-12
North Bay Village, Florida 33141

October 12, 2017

To Whom It May Concern:

This serves to confirm that GrandView Palace Yacht Club, Inc. approves of the installation of a new 20,000 lb.-capacity Golden 4-Post Cradle Boat Lift in Slip No. A-14. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Orlando Lama".

Orlando Lama

Vice President Grandview Palace Yacht Club, Inc.

Agenda Item 11B



North Bay Village

Administrative Offices

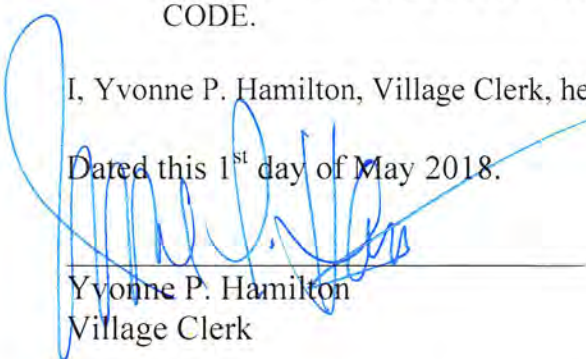
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

RE: AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A-14 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.

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

Dated this 1st day of May 2018.


Yvonne P. Hamilton
Village Clerk

(North Bay Village Commission Meeting – June 12, 2018)

Agenda Item 11B



North Bay Village

Administrative Offices

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

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

RE: AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A-14 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.

I, Yvonne P. Hamilton, Village Clerk, hereby certify the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request on May 23, 2018, pursuant to Section 4.4(4)(b) of the Unified Land Development Code.

Dated this 23rd day of May 2018.

Yvonne P. Hamilton, CMC
Village Clerk

(North Bay Village Commission Meeting – June 12, 2018)

Page 488 of 576

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 11B



North Bay Village

Administrative Offices

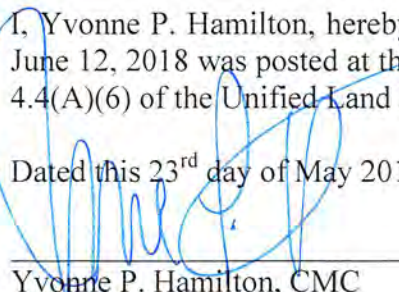
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

RE: AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A-14 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on June 12, 2018 was posted at the above-referenced property on May 23, 2018, pursuant to Section 4.4(A)(6) of the Unified Land Development Code.

Dated this 23rd day of May 2018.


Yvonne P. Hamilton, CMC
Village Clerk

(North Bay Village Commission Meeting – June 12, 2018)



Agenda Item 11B

NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, JUNE 12, 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 REQUESTS:

1. AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A-10 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.
2. AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A-14 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.

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

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

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

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

YVONNE P. HAMILTON, CMC
VILLAGE CLERK

Grandview Palace Condominium
7601 E. Treasure Drive
N. Bay Village, FL 33141

Caribbean Towers Condominium
7545 E. Treasure Drive
N. Bay Village, FL 33141

Treasure Island Elementary
C/O 1450 N.E. 2nd Avenue
Room 602
Miami, FL 33132

Bocados Ricos Corp
1880 Kennedy Causeway
N. Bay Village, FL 33141

Gonzalez Santiago
1886 Kennedy Causeway
N. Bay Village, FL 33141

DDB Investments Fortune
ATTN: Valeria Dahan
1300 Brickell Avenue
Miami, FL 33131

Sunshine Grocery
1900 Kennedy Causeway
N. Bay Village, FL 33141

Pizza D'Light
C/O Jairo Reyes
1865 Kennedy Cswy., #11-C
N. Bay Village, FL 33141

Mr. Greg Lambert
823 N.W. 57th Avenue
Ft. Lauderdale, FL 33309
(Re: 1886B Kennedy Cswy.)

Bridgewater Tower Condo
Attn: Rick Muller
1881 Kennedy Causeway
N. Bay Village, FL 33141

Happy's Store/Sports
1872 Kennedy Causeway
N. Bay Village, FL 33141



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Agenda Item 11B

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1881 79th Street Causeway, #1001
N. Bay Village, FL 33141

Owner/Occupant
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N. Bay Village, FL 33141

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N. Bay Village, FL 33141



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Agenda Item 11B

Owner/Occupant
1881 79th Street Causeway, #1503
N. Bay Village, FL 33141

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N. Bay Village, FL 33141



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Agenda Item 11B

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Owner/Occupant
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7601 East Treasure Drive, #1101
N. Bay Village, FL 33141

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7601 East Treasure Drive, #1508
N. Bay Village, FL 33141

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7601 East Treasure Drive, #PH212
N. Bay Village, FL 33141

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7601 East Treasure Drive, #1416
N. Bay Village, FL 33141

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7601 East Treasure Drive, #1102
N. Bay Village, FL 33141

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7601 East Treasure Drive, #809
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7601 East Treasure Drive, #412
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7601 East Treasure Drive, #910
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7601 East Treasure Drive, #1503
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7601 East Treasure Drive, #PH219
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7601 East Treasure Drive, #417
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7601 East Treasure Drive, #2123
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7601 East Treasure Drive, #617
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7601 East Treasure Drive, #919A
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7601 East Treasure Drive, #909
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7601 East Treasure Drive, #1001
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7601 East Treasure Drive, #2420
N. Bay Village, FL 33141

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7601 East Treasure Drive, #619
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1106
N. Bay Village, FL 33141

Owner/Occupant
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Agenda Item 11B

Owner/Occupant
7601 East Treasure Drive, #1219
N. Bay Village, FL 33141

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N. Bay Village, FL 33141

Owner/Occupant
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N. Bay Village, FL 33141



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Agenda Item 11B

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #PH208
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #PH214
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #702
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1524
N. Bay Village, FL 33141

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Agenda Item 11B

Owner/Occupant
7601 East Treasure Drive, #1707
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1722
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1803
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1918
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1921
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1922
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2005
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2009
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2010
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2023
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2103
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2105
N. Bay Village, FL 33141

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7601 East Treasure Drive, #2122
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2202
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2204
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2303
N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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7601 East Treasure Drive, #PH123
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7601 East Treasure Drive, #520
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7601 East Treasure Drive, #616
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7601 East Treasure Drive, #820
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7601 East Treasure Drive, #CU-7
N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

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N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1009
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1110
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1119
N. Bay Village, FL 33141



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Owner/Occupant
7601 East Treasure Drive, #1220
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #PH207
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1124
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2022
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1210
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1723
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #509
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #918
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1518
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #PH224
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2018
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2408
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #518
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2210
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1215
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1417
N. Bay Village, FL 33141

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7601 East Treasure Drive, #1008
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1202
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Owner/Occupant
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Owner/Occupant
7601 East Treasure Drive, #2305
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7601 East Treasure Drive, #2221
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7601 East Treasure Drive, #503
N. Bay Village, FL 33141

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7601 East Treasure Drive, #1621
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1022
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1811
N. Bay Village, FL 33141

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Owner/Occupant
7601 East Treasure Drive, #606
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #506
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #PH209
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #1914
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2121
N. Bay Village, FL 33141

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7601 East Treasure Drive, #1018
N. Bay Village, FL 33141

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7601 East Treasure Drive, #1521
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N. Bay Village, FL 33141

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7601 East Treasure Drive, #2019
N. Bay Village, FL 33141

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7601 East Treasure Drive, #2318
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7601 East Treasure Drive, #916
N. Bay Village, FL 33141

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Agenda Item 11B

Owner/Occupant
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7601 East Treasure Drive, #2107
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Agenda Item 11B

Owner/Occupant
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7601 East Treasure Drive, #603
N. Bay Village, FL 33141

Owner/Occupant
7601 East Treasure Drive, #2203
N. Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 1A
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 1B
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 1C
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 1D
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2A
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2B
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2C
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2D
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2E
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2F
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2G
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2H
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2J
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 2K
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3A
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3B
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3C
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3D
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3E
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3F
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3G
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3H
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3I
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3J
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 3K
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4A
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4B
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4C
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4D
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4E
North Bay Village, Fl 33141



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Owner/Occupant
7545 E. Treasure Dr. Apt. 4F
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4G
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4H
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4I
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4J
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 4K
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5A
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5B
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5C
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5D
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5E
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5F
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5G
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5H
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5I
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5J
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 5K
North Bay Village, Fl 33141

Owner/Occupant
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North Bay Village, Fl 33141

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7545 E. Treasure Dr. Apt. 6I
North Bay Village, Fl 33141

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North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 6K
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 6L
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 7A
North Bay Village, Fl 33141



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Owner/Occupant
7545 E. Treasure Dr. Apt. 7C
North Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 7D
North Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 7E
North Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 7F
North Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 7G
North Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 7H
North Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 7I
North Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 7J
North Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 7K
North Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 8A
North Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 8B
North Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 8C
North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 8E
North Bay Village, FL 33141

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North Bay Village, FL 33141

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7545 E. Treasure Dr. Apt. 8G
North Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 8H
North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 8K
North Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 9A
North Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 9B
North Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 9C
North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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7545 E. Treasure Dr. Apt. 9H
North Bay Village, FL 33141

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North Bay Village, FL 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 9J
North Bay Village, FL 33141

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Owner/Occupant
7545 E. Treasure Dr. Apt. 9K
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 10A
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 10B
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 10C
North Bay Village, Fl 33141

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North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. Apt. 10K
North Bay Village, Fl 33141

Owner/Occupant
7545 E. Treasure Dr. OFC.
North Bay Village, Fl 33141



NORTH BAY VILLAGE **NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, JUNE 12, 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 REQUESTS:

1. AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A-10 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.
2. AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A-14 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.

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

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

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

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

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



NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, JUNE 12, 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 REQUESTS:

1. AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A-10 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.
2. AN APPLICATION BY KIRK LOFGREN FOR INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND AN ACCESS PLATFORM ON AN EXISTING DOCK IN SLIP A-14 AT THE COMMERCIAL MARINA AT 7601 E. TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 9.12(B)(1) OF THE UNIFIED LAND DEVELOPMENT CODE.

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

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

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

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

YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(May 22, 2018)

Agenda Item 11B



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: May 31, 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, PERMITTING INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP A-14, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MDM:yph

Agenda Item 11B

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP A-14, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

WHEREAS, Kirk Lofgren has applied to North Bay Village, on behalf of Grandview Palace Yacht Club, Inc., for permission to install a new boatlift on an existing dock at the Grandview Palace Business Marina at 7601 East Treasure Drive in Slip A-14, Treasure Island, North Bay Village, Florida, in the RM-70, High Density Multiple-Family Residential Zoning District; and

WHEREAS, Pursuant to Section 9.12(B) of the Unified Land Development Code, boatlifts are to be constructed no more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village, unless granted approval by the Village Commission; and

WHEREAS, in accordance with Section 9.12(B) of the Village Code, a public hearing by the Village Commission was noticed for June 12, 2018, at 7:30 p.m. at Village Hall, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission.

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

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Agenda Item 11B

Section 2. Findings.

In accordance with Section 9.12(B) of the Village Code Unified Land Development Code, the Village Commission having considered the testimony and evidence in the record presented by all parties, finds that the boatlift is safe and environmentally compatible.

Section 3. Grant.

In accordance with Section 9.12(B) of the Village Unified Land Development Code approval is granted to install a new boatlift at the marina at 7601 East Treasure Drive, in Slip A-14, in accordance with the Site Plan submitted to the Village Clerk's Office.

Section 4. Conditions.

Approval is granted with the condition that the following items are met prior to issuance of a Building Permit:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
3. Cost recovery charges must be paid pursuant to Section 5.12 of the Village Unified Land Development Code. Specifically, no new development application shall be accepted, and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Agenda Item 11B

Section 5. Appeal.

In accordance with Section 4.6 of the Village 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 6. Violation of Terms and Conditions.

Failure to adhere to the terms and conditions contained in this Resolution in Section 4 shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to the revocation of any of the approval(s) granted in this Resolution.

The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

Section 7. Effective Date.

This Resolution shall become effective upon its adoption.

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

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this 12th day of June 2018.

MAYOR CONNIE LEON-KREPS

Agenda Item 11B

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Norman C. Powell, Esq.
Village Attorney

North Bay Village Resolution: Installation of Boatlift at 7601 E. Treasure Drive Marina in Slip A-14.

Agenda Item 12A



North Bay Village

Administrative Offices

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

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

MEMORANDUM

North Bay Village

DATE: April 26, 2018

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

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

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

SUBJECT: North Bay Village Shared Registered Nurse

RECOMMENDATION:

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

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

- Option 1: \$6,600 (Mental Health Professional – 1 day per week)
- Option 2: \$8,000 (Mental Health Professional – pending confirmation)

BACKGROUND:

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

Agenda Item 12A

FINANCIAL IMPACT:

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

BUDGETARY IMPACT:

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

PERSONNEL IMPACT:

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

Agenda Item 12A



North Bay Village

Administrative Offices


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

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

MEMORANDUM North Bay Village

DATE: April 27, 2018

TO: Yvonne P. Hamilton, CMC
Village Clerk

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

SUBJECT: Introduction of Resolution

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

**A RESOLUTION OF THE COMMISSION OF
NORTH BAY VILLAGE, FLORIDA,
APPROVING ITS PROPORTIONATE SHARE
OF FUNDING FOR A SCHOOL REGISTERED
NURSE FOR TREASURE ISLAND
ELEMENTARY SCHOOL; BUDGETING AND
APPROPRIATING FUNDS; AUTHORIZING
THE EXPENDITURE OF BUDGETED FUNDS;
AND PROVIDING AN EFFECTIVE DATE.**

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

MDM:yph

Agenda Item 12A

RESOLUTION NO. _____

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

WHEREAS, one of the activities of the Education Compact with Miami-Dade County Public Schools that was established in 2008 is to increase the health and well-being of students in Miami Beach public schools through the expansion of full-time nurse practitioners and/or registered nurses at schools without health clinics; and

WHEREAS, North Bay Village entered into a Memorandum of Understanding with the City of Miami Beach, the Town of Bay Harbor Islands, the Town of Surfside, Bal Harbor Village, and the Miami Beach Chamber Education Foundation, Inc. on March 11, 2014 to provide its proportionate share of funding for the 2014-2015 School Year; and

WHEREAS, the Village Commission recognized the need to continue to support the nursing program at Treasure Island Elementary School and approved funding each year through 2017-2018; and

WHEREAS, the Village Commission desires to appropriate funds for the School Nurse Program for the 2018-2019 School Year.

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

Agenda Item 12A

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

Section 2. Budget Appropriation. The Village Manager is authorized to appropriate _____ in the FY 2019 Budget to fund the Village's share of the cost for the Registered Nurse program at Treasure Island Elementary School for the 2018-2019 School Year.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this 12th day of June 2018.

CONNIE LEON-KREPS
MAYOR

Agenda Item 12A

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

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

Norman C. Powell, Esq.
Village Attorney

North Bay Village Resolution: Registered Nurse; Treasure Island Elementary School-2018-2019 School Year

Agenda Item 12A

Yvonne Hamilton

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

Yvonne,

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

Thanks,
M

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

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

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

jmill@nbvillage.com

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

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

Mental Health:

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

Agenda Planners:

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

ADL No Place for Hate:

Agenda Item 12A

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

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

Leslie

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

1700 Convention Center Drive, Miami Beach, FL 33139

Tel: 305-673-7000 ext 6923 / Fax: 786-394-4676 / www.miamibeachfl.gov

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

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

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

To: Rosenfeld, Leslie

Cc: Marlen Martell; Allu, Ivan

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

Good morning Leslie,

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

Sincerely,

Julie

jmiller@nbvillage.com

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

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

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

To: Julit Miller

Cc: Marlen Martell; Allu, Ivan

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

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

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

Did I miss anything?

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

Leslie

Agenda Item 12A

Sent from my iPad

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

>

> Good after Leslie,

>

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

>

> Thank you for your assistance with this request.

>

> Sincerely,

>

>

> Julit Miller

> Assistant to Village Manager

> North Bay Village

> 1666 Kennedy Causeway, Suite 300

> North Bay Village, FL 33141

> 305-756-7171 ext. 45

> jmill@nbvillage.com

>

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

> From: Marlen Martell

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

> To: Julit Miller

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

> 2018-19 School Year

>

>

>

>

>

> Marlen D. Martell, Village Manager

> North Bay Village

> 1666 Kennedy Causeway

> North Bay Village, FL 33141

> mmartell@nbvillage.com

> Office: (305) 756.7171 ext:21

> Cell: (786) 423-0047

>

>

>

>

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

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

Page 533 of 576

Agenda Item 12A

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

Agenda Item 12A

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

Agenda Item 12A

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

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

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

Agenda Item 12A

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

Agenda Item 12A

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

Agenda Item 12A

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

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

WITNESSETH

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

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

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

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

Agenda Item 12A

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

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

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

Agenda Item 12A

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

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

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

ATTEST:

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

By: _____
Rafael E. Granado, City Clerk

By: _____
Dan Gelber, Mayor

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City/Attorney

4/2/18

Date

Agenda Item 12A

ATTEST:

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

By: _____
Village Clerk

By: _____
Village Manager

Approved as to form and
Legal sufficiency

Agenda Item 12A

ATTEST:

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

By: _____
Town Clerk

By: _____
Mayor/Town Manager

Approved as to form and
Legal sufficiency

Agenda Item 12A

ATTEST:

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

By: _____
Town Clerk

By: _____
Mayor/Town Manager

Approved as to form and
Legal sufficiency

Agenda Item 12A

ATTEST:

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

By: _____
Village Clerk

By: _____
Mayor/Village Manager

Approved as to form and
Legal sufficiency

Agenda Item 12A

ATTEST:

**MIAMI BEACH CHAMBER EDUCATION
FOUNDATION**

By: _____

By: _____

Approved as to form and
Legal sufficiency

Agenda Item 12A

MIAMI BEACH

OFFICE OF THE CITY MANAGER

NO. LTC #

093-2018

LETTER TO COMMISSION

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: February 22, 2018

SUBJECT: Nurse Enhancement Initiative Behavioral Health Services Aggregate Summary Report

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

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

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

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

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

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

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

Attachments


KGB/LDR

C: Executive Staff

Dr. Leslie Rosenfeld, Chief Learning Development Officer

Agenda Item 12A



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



Social Worker Visit

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

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

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Aggregate Summary Report

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



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

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

BEHAVIORAL HEALTH SERVICES

FINDING PEACE OF MIND

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

SERVICES

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

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

1 in 3

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



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



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

SERVICIOS DE SALUD MENTAL

ENCONTRANDO TRANQUILIDAD

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

SERVICIOS

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

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

1 in 3

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



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



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

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ADVISORY BOARD MEETINGS ATTENDANCE

ANIMAL CONTROL ADVISORY BOARD (2ND MONDAY, 6PM) Commissioner Jackson

BOARD MEMBERS	MAR	APR	MAY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
Maria De La Cruz Marquez Arrechea	P	NM	P	A	P	P	NM	NM	P	P	NQ	P	NM	P					
Sarah Mauer	A	NM	P	NQ	P	P	NM	NM	P	P	NQ	A	NM	P					
Cecilia Veloz, Chair	P	NM	A	A	P	P	NM	NM	A	P	NQ	P	NM	A					
Kokoa Woodget, Vice Chair	P	NM	A	NQ	P	A	NM	NM	A	A	NQ	P	NM	A					
Javier D. Andreu - EX OFFICIO	X	X	X	X	X	X	X	NM	P	P	NQ	A	NM	A					
Ruth Prado	A	NM	A	NQ	P	P	NM	NM	P	P	NQ	P	NM	P					

NM No Meeting
 NQ No Quorum
 X Not Applicable
 A Absent
 N No Show
 P Present
 Vacant

ARTS, CULTURAL & SPECIAL EVENTS BOARD (TBD)

BOARD MEMBERS	MAR	APR	MAY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
Aniley Perez	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	R	NM	NM	NM					
John "Johnnie" Walker	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NQ	NM	NM	NM					
Julianna Strout	NM	NM	NM	X	X	X	NM	NM	NM	NM	NQ	NM	NM	NM					
Ana Watson	NM	NM	NM	X	X	X	NM	NM	NM	NM	R	X	X	X					
Isaias (Isaac) Acevedo	NM	NM	NM	X	X	X	NM	NM	NM	NM	R	X	X	X					
VACANT																			
VACANT																			
VACANT																			

BUSINESS DEVELOPMENT ADVISORY BOARD (4TH MONDAY, 5:30PM)

BOARD MEMBERS	MAR	APR	MAY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
Miguel Angel Barbagallo	P	NQ	NQ	P	P	P	A	NM	NM	A	P	P	NQ	NQ					
Carlos G. Rodriguez, Vice Chair	P	NQ	NQ	P	P	P	P	NM	NM	P	P	P	NQ	NQ	R				
Laura Cattabriga	X	X	X	P	P	P	P	NM	NM	P	X	X	X	X					
Kokoa Woodget, Chair	P	NQ	NQ	P	A	P	P	NM	NM	P	P	P	NQ	NQ					
Tim Dennis	X	X	X	X	X	P	P	NM	NM	P	P	P	NQ	NQ					
VACANT																			
VACANT																			

CITIZEN'S BUDGET & OVERSIGHT BOARD (3RD MONDAY, 6:30PM)

BOARD MEMBERS	MAR	APR	MAY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
Dr. Paul Norris	P	P	NQ	NQ	P	NM	A	P	NM	P	P	NM	P	NQ					
Carlos G. Rodriguez, Vice Chair	P	P	NQ	NQ	P	NM	P	P	NM	P	A	NM	A	NQ	R				
Laura Cattabriga, Chair	P	P	NQ	NQ	P	NM	P	P	NM	P	X	X	X	NQ					
Mary Kramer	P	P	NQ	NQ	P	NM	P	P	NM	P	P	NM	P	NQ					
Kokoa Woodget	P	P	NQ	NQ	P	NM	P	P	NM	A	P	NM	P	NQ					
Julianna Strout, Chair	X	X	X	X	X	X	X	X	X	X	X	X	P	NQ					
VACANT																			

Agenda Item 13A

ADVISORY BOARD MEETINGS ATTENDANCE

COMMUNITY ENHANCEMENT BOARD (3RD THURSDAY, 6:30PM) Vice Mayor Lim

BOARD MEMBERS	MAR	APR	MAY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
Aniley Perez	X	X	X	A	P	NM	P	P	NM	NM	R	X	X	X					
John "Johnnie" Walker	P	P	NQ	P	P	NM	P	P	NM	NM	P	P	P	NQ					
Ana Watson, Vice Chair	P	P	NQ	P	P	NM	A	A	NM	NM	P	P	P	NQ					
Kokoa Woodget, Chair	P	P	NQ	P	P	NM	P	P	NM	NM	P	P	P	NQ					
VACANT																			
VACANT																			

NM No Meeting
NQ No Quorum
X Not Applicable
A Absent
N No Show
P Present
Vacant Vacant

PLANNING & ZONING BOARD (1ST TUESDAY, 7:30PM) Commissioner Cattabriga

BOARD MEMBERS	MAR	APR	MAY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
J. F. Bud Farrey, Chair	P	NM	NM	NM	NM	P	P	NM	NM	P	NQ	P	NM	NM					
Marvin Wilmoth, Vice Chair	P	NM	NM	NM	NM	P	P	NM	NM	P	NQ	P	NM	NM					
Doris O'Hare	P	NM	NM	NM	NM	P	A	NM	NM	A	NQ	P	NM	NM					
Dr. Paul Norris	P	NM	NM	NM	NM	P	P	NM	NM	P	NQ	P	NM	NM					
Aniley Perez	P	NM	NM	NM	NM	P	P	NM	NM	P	NQ	P	NM	NM					

SIGNAGE REVIEW COMMITTEE (TBD)

BOARD MEMBERS	MAR	APR	MAY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
Ana Watson	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM					
VACANT																			
VACANT																			
VACANT																			
VACANT																			

SPECIAL NEEDS ADVISORY BOARD (TBD)

BOARD MEMBERS	MAR	APR	MAY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
VACANT																			
VACANT																			
VACANT																			
VACANT																			
VACANT																			

YOUTH & EDUCATION SERVICES BOARD (TBD)

BOARD MEMBERS	MAR	APR	MAY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
VACANT																			
VACANT																			
VACANT																			
VACANT																			
VACANT																			

Agenda Item 13A

Status of Advisory Boards March 2017 - May 2018

Board Name	Status	Vacancies	#No Quorums
Animal Control	Active	0	2
Arts, Cultural & Special Events	Inactive	3	0
Business Development	Active	2	2
Citizens Budget & Oversight	Active	1	3
Community Enhancement	Active	2	3
Planning & Zoning Board	Active	0	1
Signage Review	Inactive	4	0
Special Needs	Inactive	5	0
Youth & Education Services	Inactive	5	0
Advisory Charter Review	Active	0	0

Agenda Item 13B



North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE **MEMORANDUM**

DATE: June 1, 2018

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

FROM: Yvonne P. Hamilton, CMC
Village Clerk

SUBJECT: Appointment of Member to the Village Advisory Boards

Mr. Jack Rattner, of 7611 Miami View Drive, has submitted an application for membership to Advisory Boards listed below.

Citizens Budget & Oversight Board (5 Member Board)

Julianna Strout, Chair, 7800 Beach View Drive

Mary Kramer, Esq., 7610 Coquina Drive

Dr. Paul Norris, 1690 South Treasure Drive

Kokoa Woodget, 7925 West Drive

Community Enhancement Board (5 Member Board)

Kokoa Woodget, Chair

Tim Dennis, 7910 Harbor Island Drive

Miguel Barbargallo, Developer for 1755 Kennedy Causeway

(1870 N.W. South River Drive, Miami, FL 33125)

Signage Review Committee

Ana Watson, 7945 East Drive

Pursuant to Section 32.02 of the Village Code, the applicant shall be appointed by a majority vote of the Commission.

/yph

Attachment: Advisory Board Application
Advisory Board Regulations

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim



Agenda Item 13B

North Bay Village

Administrative Offices

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

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

BOARD/COMMITTEE APPLICATION

NAME Jack Rattner DATE 04/30/2018

MAILING ADDRESS 7611 Beach View Drive

EMAIL jrattner@gmail.com TELEPHONE # 786.766.7777

VILLAGE RESIDENT: YES ☒ NO ☐ HOW MANY YEARS 46

BUSINESS OWNER: YES ☐ NO ☐ PAST OR PRESENT ☐

NAME AND ADDRESS OF BUSINESS _____

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? _____

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

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

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES ☒ NO ☐

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

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES ☐ NO ☒

ARE YOU A REGISTERED VOTER? YES ☒ NO ☐

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

I have grown up living in the same house here in North Bay Village since 1972 and have watched the many changes of our city.

I have run for commission and served on our Youth Services Board. I actively volunteer for many charities such as: University of Miami's Project Newborn to raise money for Jackson Memorial Neonatal Intensive Care Unit and Research, Alzheimer's Association and American Cancer Society to name a few.

2018 Chair for Security Guard Committee of North Bay Island Residents

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

As a Procurement & Business Technology Advisory/Engineer for over 34 years, my background and hands on experience qualifies me to proudly serve & help our City.

I work extensively with all facets of; Accounting Principals, Contracts, Cost Recovery, Budgets & Preparation of Bids/RFQ.

I have over 34 years IT Experience and hold Premier Certifications from: Microsoft MCSE, MCP, CompTIA CDIA+(Certified Document Imaging Architect), Ricoh Globalscan 2.0

Certified Engineer, DocuLex Certified Engineer, Equitrac Certified Support Partner, Captaris RightFax Certified Technician, e-Copy Certified Engineer, Objectif Lune Planet

Press Suite, Maintenance Automation Corporation CHIEF Integrated Airport Management Software, Decision Data IBM System Manager (A/R, A/P, Payroll),

S.C.O.R.E. How to prepare a Business Plan, Adobe Suite (InDesign, Illustrator, Photoshop, Premier Pro, After Effects), Microsoft (Windows, Server, Office)

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income" form. A verified North Bay Village Voter is required (Voter Registration Card/Driver License/ID).

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Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Jose Alvarez

Commissioner
Dr. Douglas N. Hornsby

Commissioner
Andreana Jackson

(B) The Village Manager is designated and appointed as the head of the Police Department, Maintenance Department, Water Department, and Clerical Department of the Village. The Village Manager is hereby authorized, empowered, and instructed to direct the operations of each of the Departments.

(1964 Code, § 2-2; Ord. 118, passed 2-15-57)

§ 32.02 Vacancies of membership on Village Boards.

(A) Upon a vacancy, for any reason, of a Village Commission appointed membership on any Village Board, the Village Commission shall appoint a new member to fill the vacancy within 30 days of the occurrence of vacancy, or the next regular Village Commission meeting, whichever later occurs.

(B) Appointment of members to the various Boards of the Village, on their annual appointment or otherwise, shall be from a list of nominees. The Mayor and each Commissioner shall be entitled to nominate, without the necessity for a second, as many nominees as they desire. The Mayor and each Commissioner shall be entitled to vote for as many seats as are vacant and for which the Commission may make an appointment. The Mayor and the Commissioners shall vote by stating the names of their selections. Nominees receiving a vote from a majority of the Commission shall be appointed. Successive votes may be taken if required to select a nominee by a majority vote until each vacancy has been filled.

(C) If a member of any Board fails to attend two consecutive meetings without prior notification or fails to attend five meetings during a 12-month period, the Board, upon a majority vote, may request the Village Commission to remove the member and to appoint a successor for the unexpired term.

(Ord. 82-10, passed 12-22-82; Ord. No. 02-05, § 1, 3-12-02)

§ 32.03 Reserved.

Editor's note—Ord. No. 04-04, adopted Feb. 17, 2004, has been treated as superceding the provisions of § 32.03. Formerly, said section pertained to conclusion of term of all Village Boards as enacted by Ord. No. 83-09, adopted April 13, 1983; as amended.

§ 32.04 Reserved.

Editor's note—Ord. No. 04-04, adopted Feb. 17, 2004, has been treated as superceding the provisions of § 32.04. Formerly, said section pertained to nonresident appointments to Village Boards as enacted by Ord. No. 86-02, adopted May 27, 1986.

COMMUNITY ENHANCEMENT BOARD*

§ 32.10 Establishment.

In order to enhance the aesthetic appeal of this community by properly exercising its police power in accordance with the provisions of the Florida Home Rule Power Act, and recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further to preserve the quality of the environment which is a legitimate concern of the Village Commission, there is established a permanent Community Enhancement Board of the Village, it being understood that this Board and the powers and responsibilities granted it pursuant to this subchapter shall be in addition to any existing laws and remedies which presently exist or shall be enacted in the future.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.11 Composition.

There is hereby created the North Bay Village Community Enhancement Board which shall consist of five members who may reside at any location within the Village, or owners of businesses located within the confines, or designees of such business owners; all of whom shall serve for a period of two years concurrent with the regular scheduled election of the Commission as provided in Section 6.01 of the Charter.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

***Editor's note**—Ord. No. 04-04, adopted Feb. 17, 2004 amended ch. 32 by combining the provisions of the Beautification Board, §§ 32.10—32.13, with the Arts, Cultural and Special Events Board, §§ 32.55—32.60. Sections 32.55—32.60 have been renumbered as §§ 32.12—32.17 to conform to the numbering style of this Code.

Agenda Item 13B

DEPARTMENTS AND BOARDS

§ 32.17

§ 32.12 Qualifications.

The members of the Community Enhancement Board shall be appointed and shall be qualified electors of the Village or owners of businesses located within the confines of the Village, or designees of such business owners as defined in the Charter. Resident members of the Board shall also be and remain during their respective terms of office, residents of the Village.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.13 Terms; removal from office.

Members of the Board shall be appointed by the Village Commission, by a majority vote of the members present, concurrent with the regular scheduled election of the Commission; however, in order to maintain continuity, members shall serve until the new Board is appointed after the election. Any member may be removed from the office by the Commission upon majority vote of the Commission members present.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.14 Vacancies.

In the event that a vacancy shall occur on the Board by resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04)

§ 32.15 Power and duties.

The Community Enhancement Board shall be charged with the following duties:

- (1) To continually study the needs of the entire Village for floral landscaping, including the entrances of the several islands and the median strips, including both privately owned and publicly owned property.
- (2) Determine the existence of alleged violations of law which adversely affect the aesthetics of the Village.

- (3) Entertain complaints from citizens regarding existence of conditions which are detrimental to the aesthetic values and quality of life of the Village.

- (4) To file a report of its activities with the Village Commission and the Village Manager, including the recommendations to the Commission for the beautification of the Village at least once per year.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 05-04, 3-15-05; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.16 Officers.

The Community Enhancement Board shall annually, each by majority vote, elect one of its members as Chairman and one of its members as Vice-Chairman. The Chairman shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and the Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his stead. The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Manager as to the attendance of the meeting and submit the minutes of its meetings to the Village Manager monthly.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.17 Meetings; quorum; voting period.

(A) The Community Enhancement Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be publicly noticed to residents, homeowners, and property owners by publication on the Village bulletin boards. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.

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§ 32.17

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(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

CIVIL SERVICE BOARD

§ 32.20 Establishment.

For provisions concerning the Civil Service Board, see § 33.021.

PLANNING AND ZONING BOARD

§ 32.30 Creation; members.

(A) *Created; composition.* A Planning & Zoning Board is hereby created which shall be composed of five members to be appointed by the Village Commission. The Board shall be composed of one member from North Bay Island, one member from Harbor Island, one member from Treasure Island and two at-large members.

(B) *Qualifications of members.* The members of the Board shall be appointed and shall be qualified electors of the Village as defined in the Charter, and shall also be and remain during their respective terms of office, residents of the Village.

(C) *Terms, vacancies, removal from office.* The original members of the Board shall be appointed by the Village Commission at the meeting in which this section is finally adopted. Members of the Board shall be appointed by the Village Commission for a term of two years.

(D) *Participation of ex officio members.* Any member of the Village Commission and the Village Manager may serve as an ex officio member of the Planning and Zoning Board; however, their participation in matters before the Board shall be limited to discussion and their presence shall not constitute a quorum in the

absence of other members, nor shall they be entitled to vote or otherwise participate in making recommendations to the Village Commission.

(1964 Code, § 2-40; Ord. 186, passed 6-2-65; Am. Ord. 275, passed 8-18-76; Ord. No. 04-15, 7-27-04; Ord. No. 2017-006, § 1, 3-14-17)

State law reference—Municipal planning and zoning, F.S. § 163.01 et seq.

§ 32.31 Vacancy.

In the event that a vacancy shall occur on the Planning and Zoning Board by reason of resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term of the member. Any member may be removed from office by the Village Commission upon majority vote of the Commission.

(1964 Code, § 2-40(c); Ord. 186, passed 6-2-65; Am. Ord. 275, passed 8-18-76)

§ 32.32 Officers.

The Planning and Zoning Board shall annually, each by majority vote, elect one of its members as Chairman and one of its members as Vice-Chairman. At all meetings the Vice-Chairman, in case of the absence of the Chairman, shall act in his stead. The Board shall designate its own Secretary and professional advisors, the compensation thereof to be fixed by the Village Commission.

(1964 Code, § 2-40(d); Ord. 186, passed 6-2-65; Am. Ord. 275, passed 8-18-76)

§ 32.33 Meetings.

The Planning and Zoning Board shall hold regular meetings at such time and place as the Mayor and Commission may establish by Resolution and may hold special meetings at any other time on written call of the Chairman, mailed three days prior to the called meeting. Notices of all meetings shall be sent to residents, home owners, and property owners in accordance with the current practice of the Village Clerk in noticing meetings of the Village Commission. In the event that the Chairman shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting. All

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DEPARTMENTS AND BOARDS

§ 32.75

practice of the Village Clerk in noticing meetings of the Village Commission. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.

(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

(Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

§ 32.71 Powers and duties.

(A) The Youth and Education Services Board shall be charged with the duty and responsibilities to act in an advisory capacity to the Village Commission and Village Manager in matters pertaining to the needs of the children and youth in the community including:

- (1) Recreation and park planning activities.
- (2) Physical components of outdoor and indoor leisure, cultural and recreational activities.
- (3) To advocate for the needs and involvement of the Village's children and youth in the community.
- (4) To promote the exchange of ideas and resources in order to better meet the needs of the children and youth in the Village.
- (5) To provide input and ideas as to educational programs and initiatives that affect the Village youth, including but not limited to the Treasure Island Elementary IB Program.

(Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

CITIZENS BUDGET AND OVERSIGHT BOARD

§ 32.72 Citizens Budget and Oversight Board.

A Citizens Budget and Oversight Board is hereby created which shall be composed of five

members appointed by the Village Commission to serve at the pleasure of the Commission without compensation. All members shall be appointed as provided in Section 32.02. The Board shall be composed of one member from North Bay Island, one member from Harbor Island, one member from Treasure Island, and two at-large members. (Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

§ 32.73 Qualification of members.

The members of the Citizens Budget and Oversight Board shall be appointed and shall be qualified electors of the Village as defined in the Charter. Qualified electors shall also be and remain during their respective term of office, residents of the Village and the geographic area they represent. Applicants must possess a Bachelor's Degree or higher in either Finance, Accounting, or Business Administration or equivalent or a minimum of four years' experience.

(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

§ 32.74 Terms; vacancies; removal from office.

(A) Members of the Board shall be appointed by the Village Commission, for a term of two years concurrent with the regular scheduled election of the Commission; however, in order to maintain continuity, members shall serve until the new Board is appointed after the election. Board members shall be appointed as soon as possible after new Commissioners are sworn in to office. In the event that a vacancy shall occur on the Board by reason of resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member, based on the original appointment process.

(B) Any member may be removed from the office by the Commission upon majority vote of the Commission.

(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

§ 32.75 Officers.

The Citizens Budget and Oversight Board shall annually, each by majority vote, elect one of its

Agenda Item 13B

§ 32.75

NORTH BAY VILLAGE CODE

members as Chair and one of its members as Vice-Chair. The Chair shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chair shall act in his stead. The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board may designate its own Secretary and the Secretary shall make and furnish minutes of the Board's meetings.

(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

§ 32.76 Meetings; quorum; voting period.

(A) The Citizens Budget and Oversight Board shall hold regular monthly meetings, unless the Board chooses not to meet in a particular month, at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be open to the public. All meetings shall be publicly noticed to residents, homeowners, and property owners in accordance with the current practice of the Village Clerk in noticing meetings of the Village Commission. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board by postal mail or by email three days prior to the called meeting.

(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

§ 32.77 Powers and duties.

(A) The Citizens Budget and Oversight Board shall be charged with the duty and responsibilities to act in an advisory capacity to the Village Commission and Village Manager in matters pertaining to delivery of the following services:

(1) Examine and analyze the budget.

(2) Hold monthly meetings as needed.

(3) Present reports to the Commission indicating whether the expenditures match those promised during the bond campaign.

(4) Review the annual performance audit to analyze whether the Bond funds have been expended only for the specified project.

(5) Examine, analyze, and make recommendations on the preliminary budget to the Commission.

(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

BUSINESS DEVELOPMENT ADVISORY BOARD

§ 32.78 Establishment.

A Business Development Advisory Board is hereby created to establish a dialog with existing members of the North Bay Village business community and to provide recommendations for the recruitment of new commerce to become part of the Village.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.79 Composition.

There is hereby created the North Bay Village Business Development Advisory Board which shall consist of five members who may reside at any location within the Village, or owners of businesses located within the confines, or designees of such business owners; all of whom shall serve for a period of two years concurrent with the regular scheduled election of the Commission as provided in § 6.01 of the Charter.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.80 Qualifications.

The members of the Business Development Advisory Board shall be appointed and shall be qualified electors of the Village or own or operate a business within the Village for a minimum of one year. Resident members of the Board shall also be and remain during their respective terms

OFFICIAL DOCUMENT

RESOLUTION NO. 2015-53

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING A SIGNAGE REVIEW COMMITTEE TO DEVELOP A DESIGN PATTERN OF SIGNS TO BE PLACED IN THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)

WHEREAS, the Village Commission recognizes the need for signage uniformity in the Village, particularly along the Kennedy Causeway, to enhance the aesthetic appeal of the community; and

WHEREAS, the Village Commission wishes to establish a Signage Review Committee to serve in an advisory capacity in developing a set of guidelines to help visually unify North Bay Village through implementation of coordinated signage elements.

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

Section 1. Recitals Adopted. Each of the above stated recitals is true and correct and incorporated herein by this reference.

Section 2. Establishment. There is hereby created a Signage Review Committee for the Village.

Section 3. Composition. The Signage Review Committee shall consist of five (5) members: two members with expertise in architecture and design, one member with artist work background, and two at-large community members.

Section 4. Qualifications. The members of the Signage Review Committee shall be qualified electors of the Village or owners of businesses located within the confines of the Village or designees of such business owners as defined in the Charter. Resident members of the Committee shall also be and remain during their respective terms of office, residents of the Village.

Section 5. Terms; removal from office. Members of the Committee shall be appointed by the Village Commission, by a majority vote of the members present. Any member may be removed from the office by the Commission upon a majority vote of the Commission members present. The Committee shall terminate upon completion of the project.

Section 6. Vacancies. In the event that a vacancy shall occur on the Committee by resignation, removal, death, or for any other reason, a successor shall be appointed to fill the vacancy by a majority vote of the Commission members present.

Section 7. Power and duties. The Signage Review Committee shall be charged with the following duties:

1. Study the needs of the Village in reference to signage and establish major sign design/size criteria that are uniform in nature and reflect an aesthetic quality that will enhance North Bay Village.

2. Work closely with the Planning & Zoning Board and recommend sign design/size criteria that when finalized will reflect a consistent uniform sign code that will be presented to the Village Commission.

Section 8. Officers. The Signage Review Committee shall elect one of its members as Chairman and one of its members as Vice-Chairman. The Chairman shall chair the meetings of the Committee, and shall be the representative of the Committee to the Planning & Zoning Board. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his stead.

The Village Manager is directed and authorized to furnish, supply, and make available to the Committee suitable and proper accommodations for the transactions of the business of the Committee. The Committee shall submit Minutes of its meeting to the Planning & Zoning Board and the Village Commission monthly.

Section 9. Meetings

The Signage Review Committee shall hold regular monthly meetings at such time and place as the Committee may determine and may hold special meetings at any other time. All meetings shall be publicly noticed to residents, homeowners, and property owners by publication on the Village Bulletin Boards. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Committee, a special meeting shall be held upon written call of two other members of the Committee provided by email or mailed three days prior to the called meeting.

(A) All meetings of the Committee shall be open to the public and three members shall constitute a quorum.

(B) A majority vote of the Committee shall be required on a recommendations made to the Village Commission.

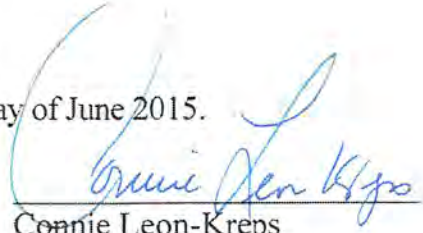
Section 10. Effective Date. This Resolution shall take effect immediately upon enactment.

A motion to approve the foregoing Resolution was offered by Commissioner Richard Chervony, seconded by Commissioner Wendy Duvall.

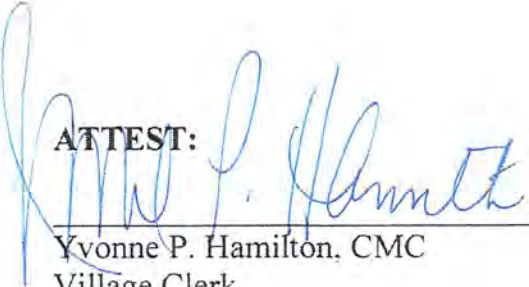
FINAL VOTES AT ADOPTION:

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


DULY PASSED AND ADOPTED this 9th day of June 2015.


Connie Leon-Kreps
Mayor

ATTEST:


Yvonne P. Hamilton, CMC
Village Clerk

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


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

North Bay Village Resolution: Establishment of a Signage Review Committee.

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, MAY 8, 2018
7:30 P.M.**

1. CALL TO ORDER

The Commission of North Bay Village, Florida met in regular session, Tuesday, May 8, 2018, beginning at 7:30 P.M. in the Village Commission Chambers, 1666 Kennedy Causeway, #101, North Bay Village, Florida.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was recited.

ROLL CALL

Present were the following:

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

Village Manager Marlen D. Martell
Village Attorney Norman C. Powell
Police Chief Lewis Velken
Finance Director Bert Wrains
Public Works Director Juan Valiente
Village Clerk Yvonne P. Hamilton
Deputy Village Clerk Graciela Mariot

1. A. PROCLAMATIONS AND AWARDS

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

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Ms. Berry received a plaque in recognition for over 25 years of dedicated service to the Village as a Postal Worker.

B. SPECIAL PRESENTATIONS

Detectives Jeff Richman and Robert Miller from Miami-Dade County Corruption Unit addressed the Commission.

C. ADDITIONS AND DELETIONS

Mayor Connie Leon Kreps moved to hear Item 10D after the Consent Agenda, to remove Items 9A, 9B, 9C, and 9D from the Consent Agenda, and remove Item 13A from the agenda. Commissioner Laura Cattabriga seconded the motion, which carried 5-0.

2. GOOD & WELFARE

Kevin Vericker of 7520 Hispanola Avenue, Jane Blake of 7601 Coquina Drive, Alvin Blake of 7601 Coquina Drive, Allen Markelson of 8000 West Drive, and Dr. Douglas N. Hornsby of 1315 Bay Terrace addressed the Commission.

3. VILLAGE COMMISSION'S REPORT

Mayor Connie Leon Kreps, Vice Mayor Andreana Jackson, Commissioner Laura Cattabriga, Commissioner Eddie Lim, and Commissioner Jose Alvarez all gave oral reports.

At this time the honorable Senator Daphne Campbell arrived at the meeting. She discussed legislative issues, and thanked the Commission for its support.

4. GRANT WRITER'S REPORT

Village Grant Writer Lakeesha Morris discussed the report that was included in the agenda package.

5. ADVISORY BOARD REPORTS

A. ADVISORY CHARTER REVIEW BOARD

Chair Julianna Strout presented the Board Report.

B. ARTS, CULTURAL & SPECIAL EVENTS BOARD

A report was not provided.

C. ANIMAL CONTROL ADVISORY BOARD

A report was not provided.

D. BUSINESS DEVELOPMENT ADVISORY BOARD

A report was not provided.

E. CITIZENS BUDGET & OVERSIGHT BOARD

Chair Julianna Strout presented the Board Report.

F. COMMUNITY ENHANCEMENT BOARD

A report was not provided.

G. PLANNING & ZONING BOARD

A report was not provided.

6. VILLAGE ATTORNEY'S REPORT

Village Attorney Norman C. Powell gave an oral report.

7. VILLAGE MANAGER'S REPORTS

Village Manager Marlen D. Martell discussed her written report to the Commission.

Vice Mayor Andreana Jackson moved to approve the expenditure of \$44,686 for repairs and reinstallation of main pump station, \$84,220 for upgrades to control panels and the interconnection of all pump stations, and \$25,000 for a portable emergency generator that will supply power to Village facilities as requested by the Village Manager, and Mayor Connie Leon Kreps seconded the motion.

The Mayor opened the floor to public comments.

Mario Garcia of 7540 Hispanola Avenue addressed the Commission.

The Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson.

8. **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.)

The items were removed and placed on the regular agenda for discussion and review.

ITEM 10D:

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

The Village Clerk read the Resolution by title.

Finance Director Bert Wrains described the prepayment plan for the loan to purchase the Sakura property.

Commissioner Eddie Lim moved to approve the Resolution, and Vice Mayor Andreana Jackson seconded the motion.

Pete Verona from PFM Financial Advisors LLC, Village Financial Advisor, addressed the Commission on the conditions of the loan.

The Mayor opened the floor to public comment.

Julianna Strout, Chair of the Advisory Charter Review Board and Citizens Budget & Oversight Board, addressed the Commission.

The Mayor closed the floor to public comments.

The motion was adopted by a 4-1 roll call vote. The vote was as follows: Commissioner Laura Cattabriga, Vice Mayor Andreana Jackson, Mayor Connie Leon Kreps, and Commissioner Eddie Lim all voting Yes. Commissioner Jose Alvarez voted No.

10. ORDINANCES FOR FIRST READING AND RESOLUTIONS

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

The Village Clerk read the Ordinance by title.

Village Planner Jim LaRue, LaRue Planning & Management Services, Inc., 1375 Jackson Street, #206, Fort Meyers, FL 33901, presented the Staff Report explaining the amendment to allow transfer of density from Village owned properties to allow development on the causeway to build higher than 70 units per acre.

Vice Mayor Andreana Jackson moved to approve the Ordinance, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the Public Hearing.

Graham Penn, Bercow Radell Fernandez & Larkin, 200 S. Biscayne Boulevard, Suite 850, Miami, FL 33131 and Steve Parris, First Class Waterfront Properties, 9389 S.W. 94th Loop, Ocala, FL 34481 addressed the Commission.

The Mayor closed the public hearing.

Agenda Item 14A

Minutes

Regular Village Commission Meeting

May 8, 2018

Commissioner Laura Cattabriga suggested implementation of improved guidelines for distribution during the planning process of transferring density.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

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

The Village Clerk read the Resolution by title.

Commissioner Laura Cattabriga moved to approve the Resolution, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to public comments.

Acting Public Works Director Diego Lopez addressed the Commission.

Discussion ensued on putting safeguards in place to maintaining the letterings and to prevent vandalism of the signs.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Andreana Jackson, Mayor Connie Leon Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes.

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

The Village Clerk read the Resolution by title.

Village Manager Marlen D. Martell made a brief presentation on the item.

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Agenda Item 14A

Minutes

Regular Village Commission Meeting

May 8, 2018

Vice Mayor Jackson moved to approve the Resolution, and Commissioner Laura Cattabriga seconded the motion.

The Mayor opened the floor to public comments. There being no speakers the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

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

The Village Clerk read the Resolution by title.

Village Manager Marlen D. Martell made a brief presentation on the item.

Vice Mayor Jackson moved to approve the Resolution, and Commissioner Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

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

The Village Clerk read the Resolution by title.

The Village Manager made a brief presentation on the item.

Vice Mayor Andreana Jackson moved to approve the Resolution, and Commissioner Jose Alvarez seconded the motion.

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The Mayor opened the floor to public comments.

Kevin Vericker, of 7520 Hispanola Avenue, addressed the Commission.

The Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

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

The Village Clerk read the Ordinance by title.

Commissioner Eddie Lim presented the item to the Commission.

Commissioner Eddie Lim moved to approve the Ordinance as amended to include language to reflect the purpose of the ordinance to ensure honesty and integrity; to add subsections under Section 2 for advisory Board Members to comply with the Village Code; and a requirement that they attend Ethics Training. Commissioner Laura Cattabriga seconded the motion for discussion purposes.

The Mayor opened the floor to public comments.

Kevin Vericker, of 7520 Hispanola Avenue, addressed the Commission.

The Mayor closed the floor to public comments.

The motion failed by a 4-1 vote. The vote was as follows: Commissioner Jose Alvarez, Commissioner Laura Cattabriga, Vice Mayor Andreana Jackson, Mayor Connie Leon Kreps all voting No. Commissioner Eddie Lim voted Yes.

H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING ITS PROPORTIONATE SHARE OF FUNDING FOR A SCHOOL REGISTERED NEST FOR THE SUN IN LANE ELEMENTARY SCHOOL; BUDGETING AND APPROPRIATING

**FUNDS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS;
AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE
MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

Commissioner Jose Alvarez moved to table this item for further information on the cost from a representative of the School Board. Vice Mayor Andreana Jackson seconded the motion, and all voted in favor.

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.

None.

12. UNFINISHED BUSINESS

None.

13. NEW BUSINESS

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

The Mayor removed the item from the agenda.

B. DECAL PARKING FEE INCREASE

Commissioner Eddie Lim moved to increase the Harbor Island Parking Decal Parking Fee from \$25 to \$75 annually. There was no second to the motion.

14. APPROVAL OF MINUTES – COMMISSION MEETING

A. REGULAR COMMISSION MEETING – APRIL 10, 2018

B. SPECIAL COMMISSION MEETING – APRIL 18, 2018

Vice Mayor Andreana Jackson moved to approve the Minutes as submitted. Commissioner Laura Cattabriga seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

15. ADJOURNMENT

The meeting adjourned at 10:49 P.M.

Prepared by: Yvonne P. Hamilton, 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 proceeding.)