



## North Bay Village

Administrative Offices

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### **OFFICIAL AGENDA** **SPECIAL VILLAGE COMMISSION MEETING**

**REVISED**

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

**MONDAY, JULY 30, 2018**

**6:30 P.M.**

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

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

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

#### **PLEDGE OF ALLEGIANCE**

#### **ROLL CALL**

#### **CHARTER AMENDMENT RESOLUTIONS**

- A. A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT REVISING THE DEFINITIONS SECTION OF THE NORTH BAY VILLAGE CHARTER, AS AMENDED, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR AN ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

The proposed Resolution will amend the Village Charter to reorganize and modernize certain definitions, as well as reflect non-substantive stylistic and technical changes.

**1.) Commission Action**

- B. A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT ESTABLISHING A CITIZENS' BILL OF RIGHTS FOR THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

The proposed Resolution will add a Citizens Bill of Rights to the Village Charter.

**1.) Commission Action**

- C. A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT INCREASING THE COMPENSATION OF THE VILLAGE MAYOR AND COMMISSION IN SECTION 3.04 OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

The proposed will amend the Village Charter to increase the salaries of the Mayor from \$7,800 per year to \$10,500 and that of Commissioners from \$6,300 to \$9,000.

**1.) Commission Action**

- D. A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT INCREASING THE PUBLIC NOTICE HEARING SCHEDULE OF THE FORFEITURE PROVISION IN SECTION 3.06 (C) OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

The proposed Resolution will amend the Village Charter to change the notice time for Commission Members' forfeiture of office hearing from one week to 10 calendar days.

**1.) Commission Action**

- E. A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT REMOVING THE VILLAGE MANAGER'S CONSENT FOR A REDUCTION IN COMPENSATION IN SECTION 4.01 (C) OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR AN ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

The proposed Resolution will amend the Village Charter to remove the language requiring the Village Manager's consent for a salary reduction during the fiscal year for which the budget is prepared; since the manager's terms and conditions are set by contract.

**1.) Commission Action**

- F. A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT LIMITING THE VILLAGE MANAGER'S AUTHORITY TO DESIGNATE AN APPOINTEE IN SECTION 4.01(D) OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

The proposed Resolution will amend the Village Charter to define a brief absence or incapacity for 30 days or less, when the Village Manager makes a temporary replacement for his/her position.

**1.) Commission Action**

- G. A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT LIMITING THE VILLAGE MANAGER'S AUTHORITY TO CONVEY HIS POWERS TO SUBORDINATES IN SECTION 4.01(G)(2) OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE ADVISORY CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

The proposed Resolution will amend the Village Charter to require the Village Manager to obtain Commission’s approval, before conveying his/her powers to subordinates.

**1.) Commission Action**

**H. A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT HOLDING THE VILLAGE MANAGER ACCOUNTABLE TO ENFORCE THE CODE IN 4.01(G)) OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

The proposed Resolution will add a new section to the Village Charter to hold the Village Manager accountable to ensure the enforcement of the Village Code and provide necessary support and resources to uphold the code through the Code Enforcement Department.

**1.) Commission Action**

- I. A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT REGARDING VILLAGE CLERK IN SECTION 4.02 OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

The proposed Resolution will amend the Village Charter to remove the requirement that Village Records be kept in a physical book because of the use of electronic records storage.

**1.) Commission Action**

- 1I-2 A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS, A PROPOSED AMENDMENT REGARDING VILLAGE CLERK IN SECTION 4.02 OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**1.) Commission Action**

The proposed Resolution will remove the provision providing for the Village Manager to act as or appoint a Clerk in the absence of a Village Clerk.

- J. A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT ALLOWING THE VILLAGE COMMISSION TO SET THE QUALIFICATIONS PERIOD FOR ELECTED OFFICE IN SECTION 5.05 (A), OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

The proposed Resolution will amend the Village Charter to allow the Village Commission to set the time for election qualifying instead of the time established by the Charter, in order to meet the deadline set by Miami-Dade County.

**1.) Commission Action**

- K. A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT CHANGING THE DATE BY WHICH A NOMINATING PETITION CAN BE AMENDED OR RE-FILED IN SECTION 5.05 (D), OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY;**



**PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

The proposed Resolution will amend the Village Charter to change the time for election qualifying from 40 days before the election to any time prior to the qualifying deadline.

**1.) Commission Action**

- L. A RESOLUTION OF THE NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT CHANGING THE DATE BY WHICH AN ELECTED OFFICIAL MUST SUBMIT A NOTICE OF RESIGNATION IN SECTION 5.06 (C), OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR AN ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

The proposed Resolution will amend the Village Charter to require sitting elected officials to submit a notice of resignation to the Village Clerk at least 10 calendar days before the beginning of the qualifying period, instead of on the day the individual qualifies to run for elective office.

**1.) Commission Action**

- M. A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT CREATING A TWO-YEAR VILLAGE COMMISSION APPOINTMENT BAN IN NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

The proposed Resolution will amend the Village Charter to add a new section requiring elected or appointed Commission members who fails to be elected as Mayor to wait two (2) years after resignation, before they can be appointed.

**1.) Commission Action**

- N. A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT CREATING A NEW SECTION IN THE NORTH BAY VILLAGE CHARTER REQUIRING VOTER APPROVAL FOR ANY INCREASE IN THE DENSITY REQUIREMENTS OF NORTH BAY VILLAGE PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

The proposed Resolution will amend the Village Charter to require a majority vote of the residents (electors) before any density requirement can be increased.

**1.) Commission Action**

- O. A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

The proposed Resolution will update and reorganize certain provisions in the Village Charter, as well as consolidate redundant language, reflect non-substantive stylistic and technical changes, along with amendments necessary for conformity, consistency of statutory authority, and implementation; and authorize the Commission to enact implementing legislation and codification.

**1.) Commission Action**

**1P. A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT PROHIBITING PERSONS RELATED TO ELECTED OR APPOINTED VILLAGE OFFICIALS, INCLUDING DEPARTMENT HEADS AND ABOVE FROM HOLDING A REMUNERATIVE POSITION WITH THE VILLAGE IN SECTION 4.03 OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

**1.) Commission Action**

The proposed Resolution will prohibit persons from related to any elected or appointed Village official, including department head and above from holding a remunerative position with the Village.

**2. CONSENT AGENDA**

**A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 6, 2018 IN NORTH BAY VILLAGE, FLORIDA, FOR THE PURPOSE OF ELECTING A MAYOR, A HARBOR ISLAND COMMISSIONER, AND AN AT-LARGE COMMISSIONER; PROVIDING FOR CONDUCT OF SAME BY THE MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; PROVIDING THAT VOTING PRECINCTS SHALL BE THOSE AS ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF ELECTIONS; PROVIDING FOR THE FORM OF BALLOT; PROVIDING ABSENTEE BALLOTING AND REGISTRATION OF VOTERS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PAYMENT TO MIAMI-DADE COUNTY**

**FOR CONDUCTING THE ELECTION; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE CLERK YVONNE P. HAMILTON)**

The proposed Resolution is calling the General Election on November 6, 2018 to elect a Mayor, Harbor Island Commissioner, and At-Large Commissioner.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING FOR A SPECIAL ELECTION TO BE HELD ON NOVEMBER 6, 2018 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORS PROPOSED AMENDMENTS TO THE NORTH BAY VILLAGE CHARTER, PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR BALLOTING PROCEDURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE CLERK YVONNE P. HAMILTON)**

The proposed Resolution is calling for a Special Election on November 6, 2018 to place the Charter amendment questions on the ballot.

**1.) Commission Action**

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE MIAMI-DADE COUNTY CANVASSING BOARD TO SERVE AS CANVASSING BOARD FOR THE GENERAL AND SPECIAL ELECTIONS OF NORTH BAY VILLAGE TO BE HELD ON NOVEMBER 6, 2018; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE CLERK YVONNE P. HAMILTON)**

The proposed Resolution will allow Miami-Dade County to canvass the elections.

**1.) Commission Action**

**3. RESOLUTIONS**

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE TO ACCEPT GRANT FUNDING FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) PUBLIC ASSISTANCE GRANT PROGRAM FOR DECLARED DISASTERS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND ANY OTHER RELATED DOCUMENTATION TO COMPLY WITH THE GRANT REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

The proposed Resolution will authorize an agreement with FEMA for grant funding reimbursing \$346,298 for expenditures associated with Hurricane Irma.

**1.) Commission Action**

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA DETERMINING THE PROPOSED MILLAGE RATES AND SETTING THE DATE, TIME AND PLACE OF PUBLIC HEARINGS TO ADOPT THE TENTATIVE AND FINAL MILLAGE AND BUDGET FOR FISCAL YEAR 2018-19 AS REQUIRED BY LAW; DIRECTING THE VILLAGE CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

The proposed Resolution will set the proposed millage rates for the FY 2019 Budget and schedule the September Budget Public Hearings.

**1.) Commission Action**

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH YOLANDA MENEGAZZO; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

The proposed Resolution will terminate Yolanda Menegazzo's employment with the Village (Assistant Village Manager) and settle all actual or possible disputes with at a lump sum payment of \$31,666.66.

- 4. DISCUSSION REGARDING BURYING UTILITY LINES AND NEW VILLAGE HALL.**

- 5. ADJOURNMENT**

# Agenda Item 1A

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

**A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT REVISING THE DEFINITIONS SECTION OF THE NORTH BAY VILLAGE CHARTER, AS AMENDED, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, Section 10.13 of the North Bay Village (“Village”) Charter and Section 6.03 of the Miami-Dade County Charter, provide the manner in which Charter amendments shall be proposed; and

**WHEREAS**, pursuant to the comprehensive review and recommendations of the Village Advisory Charter Review Board, the Village Commission desires to submit the proposed Charter amendment for approval or rejection by the electorate; and

**WHEREAS**, pursuant to law, the electors of the Village shall have the power to approve or reject at the polls, any of the proposed Charter amendments submitted by the Village Commission to a vote of the electors.

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

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

# Agenda Item 1A

**Section 2. Charter Amendment.** That pursuant to Section 10.13 of the Village Charter and Section 6.03 of the Miami-Dade County Charter, and in accordance with the comprehensive review and recommendations of the Village Advisory Charter Review Board, North Bay Village Charter is hereby amended by revising the Definitions section to read as follows:

## CHARTER OF NORTH BAY VILLAGE, FLORIDA

\* \* \*

### DEFINITIONS

~~To facilitate comprehension of wording in this Charter, the following definitions should be noted:~~

~~—The term "Village" shall always denote "North Bay Village."~~

~~—The term "Commission," "Commissioner" or "Commission member" shall always denote the five (5) Commission members consisting of a mayor, vice-mayor and three (3) Commissioners.~~

~~—Wherever "he," "his," "him," or any description of a masculine gender is utilized, it shall also be equally applicable to the female gender.~~

~~—The term "manager" refers to the "village manager of North Bay Village" unless otherwise specified.~~

The following words, terms and phrases, when used in this Charter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City or Village shall mean North Bay Village, Florida.

Commission, Commissioner or Commission member shall refer to the five (5) Commission members consisting of a mayor, vice-mayor and three (3) Commissioners.

Code shall mean the Code of North Bay Village, Florida.

Gender shall refer to a word importing the masculine or feminine gender and shall extend to and be applied to males and females, equally. Manager shall refer to the Village Manager of North Bay Village.

Mayor shall refer to the Mayor of North Bay Village.

Ordinance shall mean an official legislative action of the Village Commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

Resolution shall mean an expression of the Village Commission concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the Village Commission.

Village Commission or Commission shall mean the Commission of North Bay Village.



# Agenda Item 1A

**Section 3. Election Called.** That a Special Election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of North Bay Village, the ballot question provided in Section 4 of this Resolution. The Village Commission may, by Resolution, call another date of election for any ballot question not passed by the qualified electors of the North Bay Village, or in the event it finds that unforeseen circumstances require it to do so.

**Section 4. Form of Ballot.** That the form of ballot for the Charter Amendment provided for in Section 2 of this Resolution shall be substantially as follows:

It is proposed that the Definitions section in the Charter be amended to reorganize and modernize certain definitions as well as to reflect non-substantive stylistic and technical changes

Shall the above-described Charter Amendment be adopted?

Yes

No

**Section 5. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and the second publication to be in the third week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and shall be in substantially the following form:

## “NOTICE OF ELECTION

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE NORTH BAY VILLAGE COMMISSION, A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 6, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.**

# Agenda Item 1A

It is proposed that the Definitions section in the Charter be amended to reorganize and modernize certain definitions as well as to reflect non-substantive stylistic and technical changes

Shall the above-described Charter Amendment be adopted?

Yes

No

**Polling place information and the full text of the proposed Village Charter Amendments as set forth in the enabling Resolution, is available at the office of the Village Clerk located at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141.**

---

**Villager Clerk**

**Section 6. Balloting.** That balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County (“County”) Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The Village Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution.

**Section 7. Copies.** That copies of this Resolution proposing Charter Amendments, are on file at the offices of the North Bay Village Clerk located at 1666 Kennedy Causeway, # 300, North Bay Village, Florida 33141, and are available for public inspection during regular business hours.

# Agenda Item 1A

**Section 8.** **Effectiveness.** That the Charter Amendment provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the Charter Amendments vote for adoption, and shall be considered adopted and effective upon certification of the election results. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter. Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

**Section 9.** **Inclusion in the Charter.** That subject to the requirements of Section 8 above, it is the intention of the Mayor and Village Commission, and it is hereby provided, that the Charter Amendments shall become and be made a part of the North Bay Village Charter and that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.

**Section 10.** **Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 11.** **Conflicts** . That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

# Agenda Item 1A

**Section 12. Effective Date.** That 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 30th day of July 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: 2018 Charter Amendment – Definitions

# Agenda Item 1B

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

**A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT ESTABLISHING A CITIZENS' BILL OF RIGHTS FOR THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

WHEREAS, Section 10.13 of the North Bay Village ("Village") Charter and Section 6.03 of the Miami-Dade County Charter, provide the manner in which Charter amendments shall be proposed; and

WHEREAS, pursuant to the comprehensive review and recommendations of the Village Advisory Charter Review Board, the Village Commission desires to submit the proposed Charter amendment for approval or rejection by the electorate; and

WHEREAS, pursuant to law, the electors of the Village shall have the power to approve or reject at the polls, any of the proposed Charter amendments submitted by the Village Commission to a vote of the electors.

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

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

# Agenda Item 1B

**Section 2. Charter Amendment.** That pursuant to Section 10.13 of the Village Charter and Section 6.03 of the Miami-Dade County Charter, and in accordance with the comprehensive review and recommendations of the Village Advisory Charter Review Board, North Bay Village Charter is hereby amended by establishing a Citizens' Bill of Rights to read as follows:

## CHARTER OF NORTH BAY VILLAGE, FLORIDA

\* \* \*

### **Citizens' Bill of Rights**

This government has been created to protect the governed, not the governing. In order to provide the public with full and accurate information, to promote efficient administrative management, to make government more accountable, and to ensure all persons fair and equitable treatment, the following rights are guaranteed:

*Convenient access.* Every person has the right to transact business with the Village with a minimum of personal inconvenience. It shall be the duty of the Village Manager and the Village Commission to provide, within the Village's budget limitations, reasonably convenient times and places for required inspections, and for transacting business with the Village.

*Truth in government.* No municipal official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.

*Public records.* All audits, reports, minutes, documents and other public records of the Village and its boards, agencies, departments and authorities shall be open for inspection at reasonable times and places convenient to the public, providing no legal exemptions exist.

*Minutes and ordinance register.* The Village Clerk shall maintain and make available for public inspection minutes showing the votes of each member on all ordinances and resolutions. Written minutes of all meetings and the ordinance register shall be available for public inspection not later than thirty (30) days after the conclusion of the meeting.

# Agenda Item 1B

Right to be heard. So far as the orderly conduct of public business permits, any interested person has the right to appear before the Village Commission or any Village agency, board or department for the presentation, adjustment or determination of an issue, request or controversy within the jurisdiction of the Village. Nothing shall prohibit the Village or any agency from imposing reasonable time limits for the presentation of a matter.

Right to notice. Persons entitled to notice of a Village hearing shall be timely informed as to the time, place and nature of the hearing and the legal authority pursuant to which the hearing is to be held. Failure by an individual to receive such notice shall not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing. Copies of proposed ordinances or resolutions shall be made available at a reasonable time prior to the hearing, unless the matter involves an emergency ordinance or resolution.

Right to public hearing. Upon a timely request of any interested party a public hearing shall be held by any Village agency, board, department or authority upon any significant policy decision to be issued by it which is not subject to subsequent administrative or legislative review and hearing. This provision shall not apply to the Office of the Village Attorney of the Village nor to anybody whose duties and responsibilities are solely advisory.

At any zoning or other hearing in which review is exclusively by certiorari, a party or his counsel shall be entitled to present a case or defense by oral or documentary evidence, to submit rebuttal evidence, and to conduct such cross-examination as may be required for a full and true disclosure of the facts. The decision of any such agency, board, department or authority must be based upon the facts in the record. Procedural rules establishing reasonable time and other limitations may be promulgated and amended from time to time.

Notice of action and reasons. Prompt notice shall be given of the denial in whole or in part of a request of an interested person made in connection with any municipal administrative decision or proceeding when the decision is reserved at the conclusion of the hearing. The notice shall be accompanied by a statement of the grounds for denial.

Managers' and Attorneys' reports. The Village Manager and Village Attorney shall periodically make a public status report on all major matters pending or concluded within their respective offices, except as to any matters which may be privileged, pursuant to law.

Budgeting. In addition to any budget required by state statute, the Village Manager shall prepare a budget showing the cost of each department for each budget year. Prior to the Village Commission's first public hearing on the proposed budget required by state law, the Village Manager shall make public a budget summary setting forth the proposed cost of each individual department and reflecting the personnel for each, the purposes and the estimated cost of each department.

# Agenda Item 1B

Adequate audits. An annual audit of the Village shall be made by an independent certified public accounting firm in accordance with generally accepted auditing standards. The independent Village auditor shall be appointed by the Village Commission; both appointment and removal of the independent Village auditor shall be made by the Village Commission. A summary of the results of the independent Village auditor's annual audit, including any deficiencies found, shall be made public. In making such audit, proprietary functions shall be audited separately and adequate depreciation on proprietary facilities shall be accrued so the public may determine the amount of any direct or indirect subsidy.

Representation of public. The Village Commission shall endeavor to provide representation at all proceedings significantly affecting the Village and its residents before state, federal or county regulatory bodies.

The foregoing enumeration of Citizens' rights vests large and pervasive powers in the citizenry of the North Bay Village. Such power necessarily carries with it responsibility of equal magnitude for the successful operation of government in the Village. The orderly, efficient and fair operation of government requires the intelligent participation of individual citizens exercising their rights with dignity and restraint so as to avoid any sweeping acceleration in the cost of government because of the exercise of individual prerogatives, and for individual citizens to grant respect for the dignity of public office.

Remedies for violations. In any suit by a citizen alleging a violation of this Bill of Rights filed in the Miami-Dade County Circuit Court pursuant to its general equity jurisdiction, the plaintiff, if successful, shall be entitled to recover costs as fixed by the court. Any public official or employee who is found by the court to have willfully violated this article shall forthwith forfeit such office or employment.

Construction. All provisions of this article shall be construed to be supplementary to and not in conflict with the general laws of Florida. If any part of this article shall be declared invalid, it shall not affect the validity of the remaining provisions.

**Section 3. Election Called.** That a Special Election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of North Bay Village, the ballot question provided in Section 4 of this Resolution. The Village Commission may, by Resolution, call another date of election for any ballot question not passed by the qualified electors of North Bay Village, or in the event it finds that unforeseen circumstances require it to do so.

**Section 4. Form of Ballot.** That the form of ballot for the Charter Amendment provided for in Section 2 of this Resolution shall be substantially as follows:



# Agenda Item 1B

## **Citizens Bill of Rights**

The current Charter has no provision for a Citizens' Bill of Rights. It is proposed that the Village Charter be amended to establish a Citizens' Bill of Rights.

Shall the above-described Charter Amendment be adopted?

Yes

No

**Section 5. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and the second publication to be in the third week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and shall be in substantially the following form:

### **“NOTICE OF ELECTION**

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE NORTH BAY VILLAGE COMMISSION, A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 6, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.**

## **Citizens Bill of Rights**

The current Charter has no provision for a Citizens' Bill of Rights. It is proposed that the Village Charter be amended to establish a Citizens' Bill of Rights.

# Agenda Item 1B

Shall the above-described Charter Amendment be adopted?

Yes

No

**Polling place information and the full text of the proposed Village Charter Amendments as set forth in the enabling Resolution, is available at the office of the Village Clerk located at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141.**

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**Villager Clerk**

**Section 6. Balloting.** That balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County (“County”) Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The Village Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution.

**Section 7. Copies.** That copies of this Resolution proposing the Charter Amendment, are on file at the offices of the North Bay Village Clerk located at 1666 Kennedy Causeway, # 300, North Bay Village, Florida 33141, and is available for public inspection during regular business hours.

# Agenda Item 1B

**Section 8.** **Effectiveness.** That the Charter Amendment provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the Charter Amendments vote for adoption, and shall be considered adopted and effective upon certification of the election results. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter. Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

**Section 9.** **Inclusion in the Charter.** That subject to the requirements of Section 8 above, it is the intention of the Mayor and Village Commission, and it is hereby provided, that the Charter Amendments shall become and be made a part of the North Bay Village Charter and that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.

**Section 10.** **Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 11.** **Conflicts** . That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 12.** **Effective Date.** That this Resolution shall take effect immediately upon adoption.

# Agenda Item 1B

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 30th day of July 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: 2018 Charter Amendments – Citizens Bill of Rights.

# Agenda Item 1C

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

**A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT INCREASING THE COMPENSATION OF THE VILLAGE MAYOR AND COMMISSION IN SECTION 3.04 OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, Section 10.13 of the North Bay Village (“Village”) Charter and Section 6.03 of the Miami-Dade County Charter, provide the manner in which Charter amendments shall be proposed; and

**WHEREAS**, pursuant to the comprehensive review and recommendations of the Village Advisory Charter Review Board, the Village Commission desires to submit the proposed Charter amendment for approval or rejection by the electorate; and

**WHEREAS**, pursuant to law, the electors of the Village shall have the power to approve or reject at the polls, any of the proposed Charter amendments submitted by the Village Commission to a vote of the electors.

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

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

# Agenda Item 1C

**Section 2. Charter Amendment.** That pursuant to Section 10.13 of the Village Charter and Section 6.03 of the Miami-Dade County Charter, and in accordance with the comprehensive review and recommendations of the Village Advisory Charter Review Board, North Bay Village Charter is hereby amended by revising section 3.04 to read as follows:

## CHARTER OF NORTH BAY VILLAGE, FLORIDA

\* \* \*

### 3.04. Compensation.

Each Commission member will be compensated ~~six thousand three hundred dollars (\$6,300)~~ Nine Thousand Dollars (\$9,000), per year payable at ~~five hundred twenty five dollars (\$525.00)~~ Seven Hundred and Fifty Dollars (\$750.00), per month. The Mayor will be compensated ~~seven thousand eight hundred dollars (\$7,800)~~ Ten Thousand and Five Hundred Dollars (\$10,500) per year payable at ~~six hundred and fifty dollars (\$650.00)~~ Eight Hundred and Seventy-Five Dollars (\$875.00), per month.

**Section 3. Election Called.** That an election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of North Bay Village, the ballot question provided in Section 4 of this Resolution. The Village Commission may, by Resolution, call another date of election for any ballot question not passed by the qualified electors of North Bay Village, or in the event it finds that unforeseen circumstances require it to do so.

**Section 4. Form of Ballot.** That the form of ballot for the Charter Amendment provided for in Section 2 of this Resolution shall be substantially as follows:

#### *Compensation*

It is proposed that the Commissions' salaries be increased from \$525.00 per month to \$750.00 per month and the Mayor's salary be increased from \$650.00 per month to \$875.00 per month.

Shall the above-described Charter Amendment be adopted?

Yes

No

# Agenda Item 1C

**Section 5. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and the second publication to be in the third week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and shall be in substantially the following form:

## “NOTICE OF ELECTION

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE NORTH BAY VILLAGE COMMISSION, A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 6, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.**

### *Compensation*

It is proposed that the Commissions’ salaries be increased from \$525.00 per month to \$750.00 per month and the Mayor’s salary be increased from \$650.00 per month to \$875.00 per month.

Shall the above-described Charter Amendment be adopted?

Yes

No

**Polling place information and the full text of the proposed Village Charter Amendments as set forth in the enabling Resolution, is available at the office of the Village Clerk located at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141.**

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**Villager Clerk**

# Agenda Item 1C

**Section 6.**     **Balloting.**     That balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County (“County”) Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The Village Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution.

**Section 7.**     **Copies.**     That copies of this Resolution proposing the Charter Amendment, are on file at the offices of the North Bay Village Clerk located at 1666 Kennedy Causeway, # 300, North Bay Village, Florida 33141, and is available for public inspection during regular business hours.

**Section 8.**     **Effectiveness.**     That the Charter Amendment provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the Charter Amendments vote for adoption, and shall be considered adopted and effective upon certification of the election results. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter. Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.



# Agenda Item 1C

**Section 9. Inclusion in the Charter.** That subject to the requirements of Section 8 above, it is the intention of the Mayor and Village Commission, and it is hereby provided, that the Charter Amendments shall become and be made a part of the North Bay Village Charter and that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.

**Section 10. Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 11. Conflicts .** That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 12. Effective Date.** That 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	_____

# Agenda Item 1C

PASSED and ADOPTED this 30th day of July 2018.

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MAYOR CONNIE LEON-KREPS

**ATTEST:**

---

YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

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Norman C. Powell, Esq.  
Village Attorney

North Bay Village Resolution: 2018 Charter Amendment – Section 3.04.

# Agenda Item 1D

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

**A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT INCREASING THE PUBLIC NOTICE HEARING SCHEDULE OF THE FORFEITURE PROVISION IN SECTION 3.06 (C) OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

WHEREAS, Section 10.13 of the North Bay Village (“Village”) Charter and Section 6.03 of the Miami-Dade County Charter, provide the manner in which Charter amendments shall be proposed; and

WHEREAS, pursuant to the comprehensive review and recommendations of the Village Advisory Charter Review Board, the Village Commission desires to submit the proposed Charter amendment for approval or rejection by the electorate; and

WHEREAS, pursuant to law, the electors of the Village shall have the power to approve or reject at the polls, any of the proposed Charter amendments submitted by the Village Commission to a vote of the electors.

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

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

# Agenda Item 1D

**Section 2. Charter Amendment.** That pursuant to Section 10.13 of the Village Charter and Section 6.03 of the Miami-Dade County Charter, and in accordance with the comprehensive review and recommendations of the Village Advisory Charter Review Board, North Bay Village Charter is hereby amended by revising section 3.06 (C) to read as follows:

## CHARTER OF NORTH BAY VILLAGE, FLORIDA

\* \* \*

~~3.07~~ 3.06 Vacancies; forfeiture of office; filling of vacancies on the Commission.

- C. *Forfeiture hearing.* A member charged with conduct constituting grounds for forfeiture of his office shall be entitled to a Public Hearing of the Commission at a regular or special meeting of the Commission, on demand and notice of such hearing shall be published in one or more newspapers of general circulation in the Village at least ~~one week~~ ten (10) calendar days in advance of the hearing.

**Section 3. Election Called.** That a Special Election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of North Bay Village, the ballot question provided in Section 4 of this Resolution. The Village Commission may, by Resolution, call another date of election for any ballot question not passed by the qualified electors of North Bay Village, or in the event it finds that unforeseen circumstances require it to do so.

**Section 4. Form of Ballot.** That the form of ballot for the Charter Amendment provided for in Section 2 of this Resolution shall be substantially as follows:

*Vacancies; forfeiture of office; filling of vacancies on the Commission.*

It is proposed that a forfeiture hearing be held at a regular or special meeting of the Commission and that notice be increased from one week to ten calendar days in advance of the hearing.

Shall the above-described Charter Amendment be adopted?

[ ] Yes

[ ] No

# Agenda Item 1D

**Section 5. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and the second publication to be in the third week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and shall be in substantially the following form:

## “NOTICE OF ELECTION

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE NORTH BAY VILLAGE COMMISSION, A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 6, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.**

*Vacancies; forfeiture of office; filling of vacancies on the Commission.*

It is proposed that a forfeiture hearing be held at a regular or special meeting of the Commission and that notice be increased from one week to ten calendar days in advance of the hearing.

Shall the above-described Charter Amendment be adopted?

Yes

No

**Polling place information and the full text of the proposed Village Charter Amendments as set forth in the enabling Resolution, is available at the office of the Village Clerk located at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141.**

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Villager Clerk

# Agenda Item 1D

**Section 6.**     **Balloting.**     That balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County (“County”) Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The Village Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution.

**Section 7.**     **Copies.**     That copies of this Resolution proposing the Charter Amendment, are on file at the offices of the North Bay Village Clerk located at 1666 Kennedy Causeway, # 300, North Bay Village, Florida 33141, and is available for public inspection during regular business hours.

**Section 8.**     **Effectiveness.**     That the Charter Amendment provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the Charter Amendments vote for adoption, and shall be considered adopted and effective upon certification of the election results. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter. Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

# Agenda Item 1D

**Section 9. Inclusion in the Charter.** That subject to the requirements of Section 8 above, it is the intention of the Mayor and Village Commission, and it is hereby provided, that the Charter Amendments shall become and be made a part of the North Bay Village Charter and that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.

**Section 10. Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 11. Conflicts .** That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 12. Effective Date.** That 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 \_\_\_\_\_

# Agenda Item 1D

PASSED and ADOPTED this 30th day of July 2018.

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MAYOR CONNIE LEON-KREPS

**ATTEST:**

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YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

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Norman C. Powell, Esq.  
Village Attorney

North Bay Village Resolution: 2018 Charter Amendment – Section 3.06(C).



# Agenda Item 1E

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

**A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT REMOVING THE VILLAGE MANAGER’S CONSENT FOR A REDUCTION IN COMPENSATION IN SECTION 4.01 (C) OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR AN ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

WHEREAS, Section 10.13 of the North Bay Village (“Village”) Charter and Section 6.03 of the Miami-Dade County Charter, provide the manner in which Charter amendments shall be proposed; and

WHEREAS, pursuant to the comprehensive review and recommendations of the Village Advisory Charter Review Board, the Village Commission desires to submit the proposed Charter amendment for approval or rejection by the electorate; and

WHEREAS, pursuant to law, the electors of the Village shall have the power to approve or reject at the polls, any of the proposed Charter amendments submitted by the Village Commission to a vote of the electors.

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

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

# Agenda Item 1E

**Section 2. Charter Amendment.** That pursuant to Section 10.13 of the Village Charter and Section 6.03 of the Miami-Dade County Charter, and in accordance with the comprehensive review and recommendations of the Village Advisory Charter Review Board, North Bay Village Charter is hereby amended by revising section 4.01 (C) to read as follows:

## CHARTER OF NORTH BAY VILLAGE, FLORIDA

\* \* \*

### 4.01. Village Manager

- C. *Compensation.* The compensation of the Village Manager shall be fixed by the Village Commission in the annual budget ~~and may not be reduced without his consent during the fiscal year for which the budget is prepared.~~

**Section 3. Election Called.** That an election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of North Bay Village, the ballot question provided in Section 4 of this Resolution. The Village Commission may, by Resolution, call another date of election for any ballot question not passed by the qualified electors of North Bay Village, or in the event it finds that unforeseen circumstances require it to do so.

**Section 4. Form of Ballot.** That the form of ballot for the Charter Amendment provided for in Section 2 of this Resolution shall be substantially as follows:

#### *Village Manager Compensation*

The current Charter requires that the Village Manager consent to a salary reduction during the fiscal year for which the budget is prepared. It is proposed that the Village Manager's consent no longer be required for a salary reduction.

Shall the above-described Charter Amendment be adopted?

[ ] Yes

[ ] No

# Agenda Item 1E

**Section 5. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and the second publication to be in the third week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and shall be in substantially the following form:

## “NOTICE OF ELECTION

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE NORTH BAY VILLAGE COMMISSION, A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 6, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.**

### *Village Manager Compensation*

The current Charter requires that the Village Manager consent to a salary reduction during the fiscal year for which the budget is prepared. It is proposed that the Village Manager’s consent no longer be required for a salary reduction.

Shall the above-described Charter Amendment be adopted?

Yes

No

**Polling place information and the full text of the proposed Village Charter Amendments as set forth in the enabling Resolution, is available at the office of the Village Clerk located at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141.**

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Villager Clerk

# Agenda Item 1E

**Section 6.**     **Balloting.**     That balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County (“County”) Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The Village Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution.

**Section 7.**     **Copies.**     That copies of this Resolution proposing the Charter Amendment, is on file at the offices of the North Bay Village Clerk located at 1666 Kennedy Causeway, # 300, North Bay Village, Florida 33141, and is available for public inspection during regular business hours.

**Section 8.**     **Effectiveness.**     That the Charter Amendment provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the Charter Amendments vote for adoption, and shall be considered adopted and effective upon certification of the election results. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter. Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

# Agenda Item 1E

**Section 9. Inclusion in the Charter.** That subject to the requirements of Section 8 above, it is the intention of the Mayor and Village Commission, and it is hereby provided, that the Charter Amendments shall become and be made a part of the North Bay Village Charter and that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.

**Section 10. Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 11. Conflicts .** That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 12. Effective Date.** That 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 \_\_\_\_\_

# Agenda Item 1E

PASSED and ADOPTED this 30th day of July 2018.

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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: 2018 Charter Amendment – Section 4.01(C).

# Agenda Item 1F

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

**A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT LIMITING THE VILLAGE MANAGER’S AUTHORITY TO DESIGNATE AN APPOINTEE IN SECTION 4.01(D) OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, Section 10.13 of the North Bay Village (“Village”) Charter and Section 6.03 of the Miami-Dade County Charter, provide the manner in which Charter amendments shall be proposed; and

**WHEREAS**, pursuant to the comprehensive review and recommendations of the Village Advisory Charter Review Board, the Village Commission desires to submit the proposed Charter amendment for approval or rejection by the electorate; and

**WHEREAS**, pursuant to law, the electors of the Village shall have the power to approve or reject at the polls, any of the proposed Charter amendments submitted by the Village Commission to a vote of the electors.

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

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

# Agenda Item 1F

**Section 2. Charter Amendment.** That pursuant to Section 10.13 of the Village Charter and Section 6.03 of the Miami-Dade County Charter, and in accordance with the comprehensive review and recommendations of the Village Advisory Charter Review Board, North Bay Village Charter is hereby amended by revising section 4.01 (D) to read as follows:

## CHARTER OF NORTH BAY VILLAGE, FLORIDA

\* \* \*

### 4.01. Village Manager

- D. *Temporary Village Manager.* By written memorandum filed with the Commission, the Village Manager may designate an acting appointee to perform the duties of the Village Manager, during a brief absence or incapacity for thirty (30) days or less. During any absence or disability, the Village Commission may revoke an acting appointment at any time and appoint another person to serve until the return of the Village Manager.

**Section 3. Election Called.** That a Special Election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of North Bay Village, the ballot question provided in Section 4 of this Resolution. The Village Commission may, by Resolution, call another date of election for any ballot question not passed by the qualified electors of North Bay Village, or in the event it finds that unforeseen circumstances require it to do so.

**Section 4. Form of Ballot.** That the form of ballot for the Charter Amendment provided for in Section 2 of this Resolution shall be substantially as follows:

#### *Temporary Village Manager.*

The current Charter allows the Village Manager to designate an acting appointee during a brief absence or incapacity, for an indefinite period of time. It is proposed that the Village Manager's designation authority be limited to thirty (30) days or less.

Shall the above-described Charter Amendment be adopted?

[ ] Yes



# Agenda Item 1F

No

**Section 5. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and the second publication to be in the third week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and shall be in substantially the following form:

## “NOTICE OF ELECTION

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE NORTH BAY VILLAGE COMMISSION, A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 6, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.**

*Temporary Village Manager.*

The current Charter allows the Village Manager to designate an acting appointee during a brief absence or incapacity, for an indefinite period of time. It is proposed that the Village Manager’s designation authority be limited to thirty (30) days or less.

Shall the above-described Charter Amendment be adopted?

Yes

No

**Polling place information and the full text of the proposed Village Charter Amendments as set forth in the enabling Resolution, is available at the office of the Village Clerk located at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141.**

---

Villager Clerk

# Agenda Item 1F

**Section 6.**     **Balloting.**     That balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County (“County”) Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws.

**Section 7.**     **Copies.**     That copies of this Resolution proposing the Charter Amendment, are on file at the offices of the North Bay Village Clerk located at 1666 Kennedy Causeway, # 300, North Bay Village, Florida 33141, and is available for public inspection during regular business hours.

**Section 8.**     **Effectiveness.**     That the Charter Amendment provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the Charter Amendments vote for adoption, and shall be considered adopted and effective upon certification of the election results. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter. Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

**Section 9.**     **Inclusion in the Charter.**     That subject to the requirements of Section 8 above, it is the intention of the Mayor and Village Commission, and it is hereby provided, that

# Agenda Item 1F

the Charter Amendments shall become and be made a part of the North Bay Village Charter and that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.

**Section 10. Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 11. Conflicts .** That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 12. Effective Date.** That 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 30th day of July 2018.

# Agenda Item 1F

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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: 2018 Charter Amendment – Section 4.01(D)

# Agenda Item 1G

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

**A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT LIMITING THE VILLAGE MANAGER’S AUTHORITY TO CONVEY HIS POWERS TO SUBORDINATES IN SECTION 4.01(G)(2) OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE ADVISORY CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

WHEREAS, Section 10.13 of the North Bay Village (“Village”) Charter and Section 6.03 of the Miami-Dade County Charter, provide the manner in which Charter amendments shall be proposed; and

WHEREAS, pursuant to the comprehensive review and recommendations of the Village Advisory Charter Review Board, the Village Commission desires to submit the proposed Charter amendment for approval or rejection by the electorate; and

WHEREAS, pursuant to law, the electors of the Village shall have the power to approve or reject at the polls, any of the proposed Charter amendments submitted by the Village Commission to a vote of the electors.

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

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

# Agenda Item 1G

**Section 2. Charter Amendment.** That pursuant to Section 10.13 of the Village Charter and Section 6.03 of the Miami-Dade County Charter, and in accordance with the comprehensive review and recommendations of the Village Advisory Charter Review Board, North Bay Village Charter is hereby amended by revising section 4.01 (G), to read as follows:

## CHARTER OF NORTH BAY VILLAGE, FLORIDA

\* \* \*

### 4.01. Village Manager

G. *Powers and duties of the Village Manager.*

2. Appoint, and when he deems it necessary for the good of the Village, suspend or remove all Village employees (except the Village Attorney, the Village Clerk and all personnel in the Legal Department, including outside counsel representing the Village) and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter.

He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency, with the approval of the Commission. He will submit appointments of new ~~department heads~~department directors to the Commission for confirmation.

**Section 3. Election Called.** That an election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of North Bay Village, the ballot question provided in Section 4 of this Resolution. The Village Commission may, by Resolution, call another date of election for any ballot question not passed by the qualified electors of North Bay Village, or in the event it finds that unforeseen circumstances require it to do so.

**Section 4. Form of Ballot.** That the form of ballot for the Charter Amendment provided for in Section 2 of this Resolution shall be substantially as follows

*Powers and duties of the Village Manager.*

The current Charter allows the Village Manager to convey his powers to his subordinates without Village Commission approval. It is proposed that the Village Manager obtain Commission approval prior to conveying his powers to his subordinates.

# Agenda Item 1G

Shall the above-described Charter Amendment be adopted?

Yes

No

**Section 5. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and the second publication to be in the third week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and shall be in substantially the following form:

## “NOTICE OF ELECTION

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE NORTH BAY VILLAGE COMMISSION, AN ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 6, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.**

*Powers and duties of the Village Manager.*

The current Charter allows the Village Manager to convey his powers to his subordinates without Village Commission approval. It is proposed that the Village Manager obtain Commission approval prior to conveying his powers to his subordinates.

Shall the above-described Charter Amendment be adopted?

Yes

No

**Polling place information and the full text of the proposed Village Charter Amendments as set forth in the enabling Resolution, is available at the office of the Village Clerk located at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141.**

# Agenda Item 1G

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## Villager Clerk

**Section 6.**    **Balloting.**    That balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County (“County”) Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The Village Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution.

**Section 7.**    **Copies.**    That copies of this Resolution proposing the Charter Amendment, are on file at the offices of the North Bay Village Clerk located at 1666 Kennedy Causeway, # 300, North Bay Village, Florida 33141, and is available for public inspection during regular business hours.

**Section 8.**    **Effectiveness.**    That the Charter Amendment provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the Charter Amendments vote for adoption, and shall be considered adopted and effective upon certification of the election results. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter. Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions.



# Agenda Item 1G

If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

**Section 9.** **Inclusion in the Charter.** That subject to the requirements of Section 8 above, it is the intention of the Mayor and Village Commission, and it is hereby provided, that the Charter Amendments shall become and be made a part of the North Bay Village Charter and that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.

**Section 10.** **Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 11.** **Conflicts** . That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 12.** **Effective Date.** That this Resolution shall take effect immediately upon adoption.

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

# Agenda Item 1G

**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 30th day of July 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: 2018 Charter Amendment – Section 4.01(G)2

# Agenda Item 1H

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

**A RESOLUTION OF THE NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT HOLDING THE VILLAGE MANAGER ACCOUNTABLE TO ENFORCE THE CODE IN 4.01(G) OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR AN ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, Section 10.13 of the North Bay Village (“Village”) Code of Ordinances (“Code”) and Section 6.03 of the Miami-Dade County Charter, provide the manner in which Charter amendments shall be proposed; and

**WHEREAS**, pursuant to the comprehensive review and recommendations of the Village Charter Review Board, the Village Commission desires to submit the proposed Charter amendment for approval or rejection by the electorate; and

**WHEREAS**, pursuant to law, the electors of the Village shall have the power to approve or reject at the polls, any of the proposed Charter amendments submitted by the Village Commission to a vote of the electors.

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

# Agenda Item 1H

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

**Section 2. Charter Amendment.** That pursuant to Section 10.13 of the Village Charter and Section 6.03 of the Miami-Dade County Charter, and in accordance with the comprehensive review and recommendations of the Village Charter Review Board, North Bay Village Charter is hereby amended by amending the powers and duties of the Village Manager section to read as follows:

## CHARTER OF NORTH BAY VILLAGE, FLORIDA

\* \* \*

### 4.01. Village Manager

G. *Powers and duties of the Village Manager.*

[18. Shall be held accountable to enforce the Village code and provide necessary support and resources to uphold the code through the code enforcement department:](#)

**Section 3. Election Called.** That an election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of North Bay Village, the ballot question provided in Section 4 of this Resolution. The Village Commission may, by Resolution, call another date of election for any ballot question not passed by the qualified electors of the North Bay Village, or in the event it finds that unforeseen circumstances require it to do so.

**Section 4. Form of Ballot.** That the form of ballot for the Charter Amendment provided for in Section 2 of this Resolution shall be substantially as follows:

*Powers and duties of the Village Manager.*

The Village Manager is not currently explicitly held accountable to enforce the Village code or to provide necessary support and resources to the code enforcement department to enforce the code. It is proposed that the Village Manager now be held accountable enforce the Village code and provide necessary support and resources to uphold the code.

# Agenda Item 1H

Shall the above-described Charter Amendment be adopted?

Yes

No

**Section 5. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and the second publication to be in the third week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and shall be in substantially the following form:

## “NOTICE OF ELECTION

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE NORTH BAY VILLAGE COMMISSION, AN ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 6, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.**

*Powers and duties of the Village Manager.*

The Village Manager is not currently explicitly held accountable to enforce the Village code or to provide necessary support and resources to the code enforcement department to enforce the code. It is proposed that the Village Manager now be held accountable enforce the Village code and provide necessary support and resources to uphold the code.

Shall the above-described Charter Amendment be adopted?

Yes

No

# Agenda Item 1H

Polling place information and the full text of the proposed Village Charter Amendments as set forth in the enabling Resolution, is available at the office of the Village Clerk located at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141.

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Villager Clerk

**Section 6.**    **Balloting.**    That balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County (“County”) Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The Village Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution. Pursuant to Village Charter Section 5.13, this election shall be canvassed by the Village Commission with assistance from the County Supervisor of Elections, or as required by law.

**Section 7.**    **Copies.**    That copies of this Resolution proposing the Charter Amendment, is on file at the offices of the North Bay Village Clerk located at 1666 Kennedy Causeway, # 300, North Bay Village, Florida 33141, and is available for public inspection during regular business hours.

**Section 8.**    **Effectiveness.**    That the Charter Amendment provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the Charter Amendments vote for adoption, and shall be considered adopted and effective upon certification of the election results. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter.

# Agenda Item 1H

Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

**Section 9.** **Inclusion in the Charter.** That subject to the requirements of Section 8 above, it is the intention of the Mayor and Village Commission, and it is hereby provided, that the Charter Amendments shall become and be made a part of the North Bay Village Charter and that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.

**Section 10.** **Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 11.** **Conflicts.** That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 12.** **Effective Date.** That this Resolution shall take effect immediately upon adoption.

# Agenda Item 1H

**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 30th day of July 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: 2018 Charter Amendment – Section 4.01(G) 18



# Agenda Item 11

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

**A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT REGARDING VILLAGE CLERK IN SECTION 4.02 OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, Section 10.13 of the North Bay Village (“Village”) Charter and Section 6.03 of the Miami-Dade County Charter, provide the manner in which Charter amendments shall be proposed; and

**WHEREAS**, pursuant to the comprehensive review and recommendations of the Village Advisory Charter Review Board, the Village Commission desires to submit the proposed Charter amendment for approval or rejection by the electorate; and

**WHEREAS**, pursuant to law, the electors of the Village shall have the power to approve or reject at the polls, any of the proposed Charter amendments submitted by the Village Commission to a vote of the electors.

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

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

# Agenda Item 11

**Section 2. Charter Amendment.** That pursuant to Section 10.13 of the Village Charter and Section 6.03 of the Miami-Dade County Charter, and in accordance with the comprehensive review and recommendations of the Village Advisory Charter Review Board, North Bay Village Charter is hereby amended by revising section 4.02 to read as follows:

## CHARTER OF NORTH BAY VILLAGE, FLORIDA

\* \* \*

### **4.02. - Village Clerk.**

The Village Clerk shall record and keep current all ordinances and resolutions of the Village ~~in a book kept for that purpose~~ and keep current a cross-index of all ordinances, resolutions and official records of the Village. The Village Clerk shall also perform such other duties that are required by the Charter, by ordinance or that do not conflict with the administrative duties of the Village ~~manager~~Manager, and as the Commission may prescribe from time to time. The Village Clerk will work with the Village Manager and other department heads to ensure the effective management of the Village. ~~In the absence of the Village Clerk, the Village Manager may act as Village Clerk or make a temporary appointment.~~

**Section 3. Election Called.** That a Special Election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of North Bay Village, the ballot question provided in Section 4 of this Resolution. The Village Commission may, by Resolution, call another date of election for any ballot question not passed by the qualified electors of North Bay Village, or in the event it finds that unforeseen circumstances require it to do so.

**Section 4. Form of Ballot.** That the form of ballot for the Charter Amendment provided for in Section 2 of this Resolution shall be substantially as follows:

# Agenda Item 11

*Village Clerk*

It is proposed that the Village Clerk section be updated to 1) remove the requirement that Village records be kept in a physical book and; 2) to remove the provision providing for the Village Manager to act as or appoint a Clerk in the absence of a Village Clerk.

Shall the above-described Charter Amendment be adopted?

Yes

No

**Section 5.** **Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and the second publication to be in the third week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and shall be in substantially the following form:

## “NOTICE OF ELECTION

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE NORTH BAY VILLAGE COMMISSION, A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 6, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.**

*Village Clerk*

It is proposed that the Village Clerk section be updated to 1) remove the requirement that Village records be kept in a physical book and; 2) to remove the provision providing for the Village Manager to act as or appoint a Clerk in the absence of a Village Clerk.

# Agenda Item 11

Shall the above-described Charter Amendment be adopted?

Yes

No

**Polling place information and the full text of the proposed Village Charter Amendments as set forth in the enabling Resolution, is available at the office of the Village Clerk located at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141.**

---

**Villager Clerk**

**Section 6.    Balloting.**    That balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County (“County”) Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The Village Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution.

**Section 7.    Copies.**    That copies of this Resolution proposing the Charter Amendment are on file at the offices of the North Bay Village Clerk located at 1666 Kennedy Causeway, # 300, North Bay Village, Florida 33141, and is available for public inspection during regular business hours.

# Agenda Item 11

**Section 8.** **Effectiveness.** That the Charter Amendment provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the Charter Amendments vote for adoption, and shall be considered adopted and effective upon certification of the election results. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter. Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

**Section 9.** **Inclusion in the Charter.** That subject to the requirements of Section 8 above, it is the intention of the Mayor and Village Commission, and it is hereby provided, that the Charter Amendments shall become and be made a part of the North Bay Village Charter and that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.

**Section 10.** **Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

# Agenda Item 11

**Section 11. Conflicts.** That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 12. Effective Date.** That 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 30th day of July 2018.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# Agenda Item 1I-2

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

**A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS, A PROPOSED AMENDMENT REGARDING VILLAGE CLERK IN SECTION 4.02 OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, Section 10.13 of the North Bay Village (“Village”) Charter and Section 6.03 of the Miami-Dade County Charter, provide the manner in which Charter amendments shall be proposed; and

**WHEREAS**, pursuant to the comprehensive review and recommendations of the Village Advisory Charter Review Board, the Village Commission desires to submit the proposed Charter amendment for approval or rejection by the electorate; and

**WHEREAS**, pursuant to law, the electors of the Village shall have the power to approve or reject at the polls, any of the proposed Charter amendments submitted by the Village Commission to a vote of the electors.

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

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

# Agenda Item 11-2

**Section 2. Charter Amendment.** That pursuant to Section 10.13 of the Village Charter and Section 6.03 of the Miami-Dade County Charter, and in accordance with the comprehensive review and recommendations of the Village Advisory Charter Review Board, North Bay Village Charter is hereby amended by revising section 4.02 to read as follows:

## CHARTER OF NORTH BAY VILLAGE, FLORIDA

\* \* \*

### **4.02. - Village Clerk.**

The Village Clerk shall record and keep current all ordinances and resolutions of the Village and keep current a cross-index of all ordinances, resolutions and official records of the Village. The Village Clerk shall also perform such other duties that are required by the Charter, by ordinance or that do not conflict with the administrative duties of the Village ~~manager~~Manager, and as the Commission may prescribe from time to time. The Village Clerk will work with the Village Manager and other department heads to ensure the effective management of the Village. ~~In the absence of the Village Clerk, the Village Manager may act as Village Clerk or make a temporary appointment.~~

**Section 3. Election Called.** That a Special Election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of North Bay Village, the ballot question provided in Section 4 of this Resolution. The Village Commission may, by Resolution, call another date of election for any ballot question not passed by the qualified electors of North Bay Village, or in the event it finds that unforeseen circumstances require it to do so.

**Section 4. Form of Ballot.** That the form of ballot for the Charter Amendment provided for in Section 2 of this Resolution shall be substantially as follows:



# Agenda Item 1I-2

*Village Clerk*

It is proposed that the Village Clerk section be updated to remove the provision providing for the Village Manager to act as or appoint a Clerk in the absence of a Village Clerk.

Shall the above-described Charter Amendment be adopted?

Yes

No

**Section 5.** **Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and the second publication to be in the third week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and shall be in substantially the following form:

## “NOTICE OF ELECTION

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE NORTH BAY VILLAGE COMMISSION, A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 6, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.**

*Village Clerk*

It is proposed that the Village Clerk section be updated to remove the provision providing for the Village Manager to act as or appoint a Clerk in the absence of a Village Clerk.

# Agenda Item 1I-2

Shall the above-described Charter Amendment be adopted?

Yes

No

**Polling place information and the full text of the proposed Village Charter Amendments as set forth in the enabling Resolution, is available at the office of the Village Clerk located at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141.**

---

**Villager Clerk**

**Section 6.**     **Balloting.**     That balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County (“County”) Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The Village Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution.

**Section 7.**     **Copies.**     That copies of this Resolution proposing the Charter Amendment are on file at the offices of the North Bay Village Clerk located at 1666 Kennedy Causeway, # 300, North Bay Village, Florida 33141, and is available for public inspection during regular business hours.

# Agenda Item 1I-2

**Section 8.** **Effectiveness.** That the Charter Amendment provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the Charter Amendments vote for adoption, and shall be considered adopted and effective upon certification of the election results. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter. Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

**Section 9.** **Inclusion in the Charter.** That subject to the requirements of Section 8 above, it is the intention of the Mayor and Village Commission, and it is hereby provided, that the Charter Amendments shall become and be made a part of the North Bay Village Charter and that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.

**Section 10.** **Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 11.** **Conflicts** . That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

# Agenda Item 11-2

**Section 12. Effective Date.** That 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 30th day of July 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: 2018 Charter Amendment – Section 4.02 – Removal of provision for Village Manager to act as Village Clerk or make a temporary appointment during an absence.

# Agenda Item 1J

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

**A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT ALLOWING THE VILLAGE COMMISSION TO SET THE QUALIFICATIONS PERIOD FOR ELECTED OFFICE IN SECTION 5.05 (A), OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

WHEREAS, Section 10.13 of the North Bay Village (“Village”) Charter and Section 6.03 of the Miami-Dade County Charter, provide the manner in which Charter amendments shall be proposed; and

WHEREAS, pursuant to the comprehensive review and recommendations of the Village Advisory Charter Review Board, the Village Commission desires to submit the proposed Charter amendment for approval or rejection by the electorate; and

WHEREAS, pursuant to law, the electors of the Village shall have the power to approve or reject at the polls, any of the proposed Charter amendments submitted by the Village Commission to a vote of the electors.

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

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

# Agenda Item 1J

**Section 2. Charter Amendment.** That pursuant to Section 10.13 of the Village Charter and Section 6.03 of the Miami-Dade County Charter, and in accordance with the comprehensive review and recommendations of the Village Advisory Charter Review Board, North Bay Village Charter is hereby amended by revising section 5.05(A) of the Village Charter, to read as follows:

## CHARTER OF NORTH BAY VILLAGE, FLORIDA

\* \* \*

5.05. Nomination of Commission members and Mayor.

A. Any citizen who can qualify for the office of Commissioner or Mayor of the Village as provided herein may be nominated for Commissioner or Mayor by a petition provided by the Village Clerk for this purpose signed by not less than fifty (50) electors and filed with the Village Clerk ~~no sooner than seventy five (75) days prior to the election date and no later than forty five (45) days prior to the election date.~~ in accordance with dates set by the Village Commission.

**Section 3. Election Called.** That a Special Election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of North Bay Village, the ballot question provided in Section 4 of this Resolution. The Village Commission may, by Resolution, call another date of election for any ballot question not passed by the qualified electors of North Bay Village, or in the event it finds that unforeseen circumstances require it to do so.

**Section 4. Form of Ballot.** That the form of ballot for the Charter Amendment provided for in Section 2 of this Resolution shall be substantially as follows:

*Nomination of Commission members and Mayor.*

It is proposed that the Village Commission establish the time for the qualification period for elected office instead of the time currently established, which is no sooner than seventy-five (75) days prior to the election date and no later than forty-five (45) days prior to the election date.

# Agenda Item 1J

Shall the above-described Charter Amendment be adopted?

Yes

No

**Section 5. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and the second publication to be in the third week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and shall be in substantially the following form:

## “NOTICE OF ELECTION

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE NORTH BAY VILLAGE COMMISSION, A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 6, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.**

*Nomination of Commission members and Mayor.*

It is proposed that the Village Commission establish the time for the qualification period for elected office instead of the time currently established, which is no sooner than seventy-five (75) days prior to the election date and no later than forty-five (45) days prior to the election date.

Shall the above-described Charter Amendment be adopted?

Yes

No

# Agenda Item 1J

**Polling place information and the full text of the proposed Village Charter Amendments as set forth in the enabling Resolution, is available at the office of the Village Clerk located at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141.**

---

**Villager Clerk**

**Section 6. Balloting.** That balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County (“County”) Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The Village Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution

**Section 7. Copies.** That copies of this Resolution proposing the Charter Amendment, is on file at the offices of the North Bay Village Clerk located at 1666 Kennedy Causeway, # 300, North Bay Village, Florida 33141, and is available for public inspection during regular business hours.

**Section 8. Effectiveness.** That the Charter Amendment provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the Charter Amendments vote for adoption, and shall be considered adopted and effective upon certification of the election results. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter.



# Agenda Item 1J

Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

**Section 9.** **Inclusion in the Charter.** That subject to the requirements of Section 8 above, it is the intention of the Mayor and Village Commission, and it is hereby provided, that the Charter Amendments shall become and be made a part of the North Bay Village Charter and that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.

**Section 10.** **Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 11.** **Conflicts** . That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 12.** **Effective Date.** That this Resolution shall take effect immediately upon adoption.

# Agenda Item 1J

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 30th day of July 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: 2018 Charter Amendment – Section 5.05(A)

# Agenda Item 1K

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

**A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT CHANGING THE DATE BY WHICH A NOMINATING PETITION CAN BE AMENDED OR RE-FILED IN SECTION 5.05 (D), OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, Section 10.13 of the North Bay Village (“Village”) Charter and Section 6.03 of the Miami-Dade County Charter, provide the manner in which Charter amendments shall be proposed; and

**WHEREAS**, pursuant to the comprehensive review and recommendations of the Village Advisory Charter Review Board, the Village Commission desires to submit the proposed Charter amendment for approval or rejection by the electorate; and

**WHEREAS**, pursuant to law, the electors of the Village shall have the power to approve or reject at the polls, any of the proposed Charter amendments submitted by the Village Commission to a vote of the electors.

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

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

# Agenda Item 1K

**Section 2. Charter Amendment.** That pursuant to Section 10.13 of the Village Charter and Section 6.03 of the Miami-Dade County Charter, and in accordance with the comprehensive review and recommendations of the Village Advisory Charter Review Board, North Bay Village Charter is hereby amended by revising section 5.05(D) of the Village Charter, to read as follows:

## CHARTER OF NORTH BAY VILLAGE, FLORIDA

\* \* \*

5.05. Nomination of Commission members and Mayor.

D. Within five (5) days after the filing of a nominating petition, the Village Clerk shall through certified United States mail, return receipt requested, notify the candidate and the person who filed the petition whether or not the petition is found to be signed by the required number of qualified electors. Notification is complete upon mailing. If a petition is found insufficient, the Village Clerk shall return it to the person who filed it with a statement certifying wherein the petition is found insufficient. Such a petition may be amended and filed again as a new petition, or a different petition may be filed for the same candidate, ~~not less than forty (40) days before election prior to the qualifying deadline.~~ Such petitions shall be preserved by the Village Clerk in accordance with applicable record retention requirements.

**Section 3. Election Called.** That a Special Election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of North Bay Village, the ballot question provided in Section 4 of this Resolution. The Village Commission may, by Resolution, call another date of election for any ballot question not passed by the qualified electors of North Bay Village, or in the event it finds that unforeseen circumstances require it to do so.

**Section 4. Form of Ballot.** That the form of ballot for the Charter Amendment provided for in Section 2 of this Resolution shall be substantially as follows:

*Nomination of Commission members and Mayor.*

It is proposed that the time by which nominating petitions can be amended and/or re-filed be changed from not less than forty (40) days before an election to any time prior to the qualifying deadline.

# Agenda Item 1K

Shall the above-described Charter Amendment be adopted?

Yes

No

**Section 5. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and the second publication to be in the third week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and shall be in substantially the following form:

## “NOTICE OF ELECTION

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE NORTH BAY VILLAGE COMMISSION, A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 6, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.**

*Nomination of Commission members and Mayor.*

It is proposed that the time by which nominating petitions can be amended and/or re-filed be changed from not less than forty (40) days before an election to any time prior to the qualifying deadline.

Shall the above-described Charter Amendment be adopted?

Yes

No

# Agenda Item 1K

**Polling place information and the full text of the proposed Village Charter Amendments as set forth in the enabling Resolution, is available at the office of the Village Clerk located at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141.**

---

## Villager Clerk

**Section 6.    Balloting.**    That balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County (“County”) Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The Village Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution.

**Section 7.    Copies.**    That copies of this Resolution proposing the Charter Amendment, are on file at the offices of the North Bay Village Clerk located at 1666 Kennedy Causeway, # 300, North Bay Village, Florida 33141, and is available for public inspection during regular business hours.

**Section 8.    Effectiveness.**    That the Charter Amendment provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the Charter Amendments vote for adoption, and shall be considered adopted and effective upon certification of the election results. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter. Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions.

# Agenda Item 1K

If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

**Section 9.**    **Inclusion in the Charter.**    That subject to the requirements of Section 8 above, it is the intention of the Mayor and Village Commission, and it is hereby provided, that the Charter Amendments shall become and be made a part of the North Bay Village Charter and that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.

**Section 10.**    **Severability.**    That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 11.**    **Conflicts** .    That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 12.**    **Effective Date.**    That this Resolution shall take effect immediately upon adoption.

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

# Agenda Item 1K

**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 30th day of July 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: 2018 Charter Amendment – Section 5.05(D)



# Agenda Item 1L

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

**A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT CHANGING THE DATE BY WHICH AN ELECTED OFFICIAL MUST SUBMIT A NOTICE OF RESIGNATION IN SECTION 5.06 (C), OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

WHEREAS, Section 10.13 of the North Bay Village (“Village”) Charter and Section 6.03 of the Miami-Dade County Charter, provide the manner in which Charter amendments shall be proposed; and

WHEREAS, pursuant to the comprehensive review and recommendations of the Village Advisory Charter Review Board, the Village Commission desires to submit the proposed Charter amendment for approval or rejection by the electorate; and

WHEREAS, pursuant to law, the electors of the Village shall have the power to approve or reject at the polls, any of the proposed Charter amendments submitted by the Village Commission to a vote of the electors.

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

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

# Agenda Item 1L

**Section 2. Charter Amendment.** That pursuant to Section 10.13 of the Village Charter and Section 6.03 of the Miami-Dade County Charter, and in accordance with the comprehensive review and recommendations of the Village Advisory Charter Review Board, North Bay Village Charter is hereby amended by revising section 5.06 (C) of the Village Charter, to read as follows:

## CHARTER OF NORTH BAY VILLAGE, FLORIDA

\* \* \*

5.06. - Candidacy.

- C. Any individuals holding elective or appointive positions including members of any and all boards, within the Village, shall be required to resign to run for any elective office within the Village. Current elected or sitting officials must submit Notice-a -notice of resignation shall be filed with to the Village clerk-Clerk on the day that the individual qualifies to run for elective office.-at least ten (10) calendar days before the beginning of the qualification period. Said resignation shall be effective no later than the day upon which he would assume office.

**Section 3. Election Called.** That a Special Election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of North Bay Village, the ballot question provided in Section 4 of this Resolution. The Village Commission may, by Resolution, call another date of election for any ballot question not passed by the qualified electors of North Bay Village, or in the event it finds that unforeseen circumstances require it to do so.

**Section 4. Form of Ballot.** That the form of ballot for the Charter Amendment provided for in Section 2 of this Resolution shall be substantially as follows:

### *Candidacy-Resign to Run*

Current elected or sitting officials must file a notice of resignation with the Village Clerk on the day the individual qualifies to run for elective office. It is proposed that the Charter now require a notice of resignation be sent to the Clerk at least ten calendar days before the beginning of the qualification period.

# Agenda Item 1L

Shall the above-described Charter Amendment be adopted?

Yes

No

**Section 5. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and the second publication to be in the third week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and shall be in substantially the following form:

## “NOTICE OF ELECTION

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE NORTH BAY VILLAGE COMMISSION, A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 6, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.**

### *Candidacy-Resign to Run*

Current elected or sitting officials must file a notice of resignation with the Village Clerk on the day the individual qualifies to run for elective office. It is proposed that the Charter now require a notice of resignation be sent to the Clerk at least ten calendar days before the beginning of the qualification period.

Shall the above-described Charter Amendment be adopted?

Yes

No

# Agenda Item 1L

**Polling place information and the full text of the proposed Village Charter Amendments as set forth in the enabling Resolution, is available at the office of the Village Clerk located at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141.**

---

**Villager Clerk**

**Section 6. Balloting.** That balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County (“County”) Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The Village Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution.

**Section 7. Copies.** That copies of this Resolution proposing the Charter Amendment, is on file at the offices of the North Bay Village Clerk located at 1666 Kennedy Causeway, # 300, North Bay Village, Florida 33141, and is available for public inspection during regular business hours.

**Section 8. Effectiveness.** That the Charter Amendment provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the Charter Amendments vote for adoption, and shall be considered adopted and effective upon certification of the election results. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter.

Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney

# Agenda Item 1L

is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

**Section 9.** **Inclusion in the Charter.** That subject to the requirements of Section 8 above, it is the intention of the Mayor and Village Commission, and it is hereby provided, that the Charter Amendments shall become and be made a part of the North Bay Village Charter and that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.

**Section 10.** **Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 11.** **Conflicts** . That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 12.** **Effective Date.** That this Resolution shall take effect immediately upon adoption.

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

# Agenda Item 1L

**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 30th day of July 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: 2018 Charter Amendment – Section 5.06(C)

# Agenda Item 1M

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

**A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT CREATING A TWO-YEAR VILLAGE COMMISSION APPOINTMENT BAN IN NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, Section 10.13 of the North Bay Village (“Village”) Charter and Section 6.03 of the Miami-Dade County Charter, provide the manner in which Charter amendments shall be proposed; and

**WHEREAS**, pursuant to the comprehensive review and recommendations of the Village Advisory Charter Review Board, the Village Commission desires to submit the proposed Charter amendment for approval or rejection by the electorate; and

**WHEREAS**, pursuant to law, the electors of the Village shall have the power to approve or reject at the polls, any of the proposed Charter amendments submitted by the Village Commission to a vote of the electors.

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

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

# Agenda Item 1M

**Section 2. Charter Amendment.** That pursuant to Section 10.13 of the Village Charter and Section 6.03 of the Miami-Dade County Charter, and in accordance with the comprehensive review and recommendations of the Village Advisory Charter Review Board, North Bay Village Charter is hereby amended by establishing a new section in the Village Charter creating a 2-year commission appointment ban, to read as follows:

## CHARTER OF NORTH BAY VILLAGE, FLORIDA

\* \* \*

5.06. - Candidacy.

D. Upon submission of a notice of resignation, an elected or appointed sitting commissioner who fails to be elected as mayor, shall not be appointed by the Commission until at least two (2) years after the resignation.

**Section 3. Election Called.** That a Special Election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of North Bay Village, the ballot question provided in Section 4 of this Resolution. The Village Commission may, by Resolution, call another date of election for any ballot question not passed by the qualified electors of North Bay Village, or in the event it finds that unforeseen circumstances require it to do so.

**Section 4. Form of Ballot.** That the form of ballot for the Charter Amendment provided for in Section 2 of this Resolution shall be substantially as follows:

*Two-year commission appointment ban*

It is proposed that an elected or appointed sitting commissioner who fails to be elected as mayor, shall not be appointed by the Commission until at least two (2) years after the resignation.

Shall the above-described Charter Amendment be adopted?

[ ] Yes

[ ] No



# Agenda Item 1M

**Section 5. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and the second publication to be in the third week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and shall be in substantially the following form:

## “NOTICE OF ELECTION

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE NORTH BAY VILLAGE COMMISSION, A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 6, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.**

### *Two-year commission appointment ban*

It is proposed that an elected or appointed sitting commissioner who fails to be elected as mayor, shall not be appointed by the Commission until at least two (2) years after the resignation.

Shall the above-described Charter Amendment be adopted?

Yes

No

**Polling place information and the full text of the proposed Village Charter Amendments as set forth in the enabling Resolution, is available at the office of the Village Clerk located at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141.**

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Villager Clerk

# Agenda Item 1M

**Section 6.**     **Balloting.**     That balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County (“County”) Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The Village Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution.

**Section 7.**     **Copies.**     That copies of this Resolution proposing the Charter Amendment, is on file at the offices of the North Bay Village Clerk located at 1666 Kennedy Causeway, # 300, North Bay Village, Florida 33141, and is available for public inspection during regular business hours.

**Section 8.**     **Effectiveness.**     That the Charter Amendment provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the Charter Amendments vote for adoption, and shall be considered adopted and effective upon certification of the election results. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter. Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

# Agenda Item 1M

**Section 9. Inclusion in the Charter.** That subject to the requirements of Section 8 above, it is the intention of the Mayor and Village Commission, and it is hereby provided, that the Charter Amendments shall become and be made a part of the North Bay Village Charter and that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.

**Section 10. Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 11. Conflicts .** That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 12. Effective Date.** That 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 30th day of July 2018.

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

# Agenda Item 1M

**ATTEST:**

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YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

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Norman C. Powell, Esq.  
Village Attorney

North Bay Village Resolution: 2018 Charter Amendment – Section 5.06(D)

# Agenda Item 1N

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

**A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT CREATING A NEW SECTION IN THE NORTH BAY VILLAGE CHARTER REQUIRING VOTER APPROVAL FOR ANY INCREASE IN THE DENSITY REQUIREMENTS OF NORTH BAY VILLAGE PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, Section 10.13 of the North Bay Village (“Village”) Charter and Section 6.03 of the Miami-Dade County Charter, provide the manner in which Charter amendments shall be proposed; and

**WHEREAS**, pursuant to the comprehensive review and recommendations of the Village Advisory Charter Review Board, the Village Commission desires to submit the proposed Charter amendment for approval or rejection by the electorate; and

**WHEREAS**, pursuant to law, the electors of the Village shall have the power to approve or reject at the polls, any of the proposed Charter amendments submitted by the Village Commission to a vote of the electors.

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

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

# Agenda Item 1N

**Section 2. Charter Amendment.** That pursuant to Section 10.13 of the Village Charter and Section 6.03 of the Miami-Dade County Charter, and in accordance with the comprehensive review and recommendations of the Village Advisory Charter Review Board, North Bay Village Charter is hereby amended by establishing a new section in the Village Charter requiring voter approval for density increases in North Bay Village, to read as follows:

## CHARTER OF NORTH BAY VILLAGE, FLORIDA

\* \* \*

9.08. North Bay Village density

Any increase to North Bay Village density requirements will require majority approval from the voters of North Bay Village.

**Section 3. Election Called.** That a Special Election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of North Bay Village, the ballot question provided in Section 4 of this Resolution. The Village Commission may, by Resolution, call another date of election for any ballot question not passed by the qualified electors of North Bay Village, or in the event it finds that unforeseen circumstances require it to do so.

**Section 4. Form of Ballot.** That the form of ballot for the Charter Amendment provided for in Section 2 of this Resolution shall be substantially as follows:

*Increase in density requiring voter approval*

It is proposed that any increase in the density requirements of North Bay Village now require voter approval.

Shall the above-described Charter Amendment be adopted?

[ ] Yes

[ ] No

# Agenda Item 1N

**Section 5. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and the second publication to be in the third week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and shall be in substantially the following form:

## “NOTICE OF ELECTION

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE NORTH BAY VILLAGE COMMISSION, A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 6, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.**

### *Increase in density requiring voter approval*

It is proposed that any increase in the density requirements of North Bay Village now require voter approval.

Shall the above-described Charter Amendment be adopted?

Yes

No

**Polling place information and the full text of the proposed Village Charter Amendments as set forth in the enabling Resolution, is available at the office of the Village Clerk located at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141.**

---

**Villager Clerk**

# Agenda Item 1N

**Section 6.**     **Balloting.**     That balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County (“County”) Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The Village Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution.

**Section 7.**     **Copies.**     That copies of this Resolution proposing the Charter Amendment, is on file at the offices of the North Bay Village Clerk located at 1666 Kennedy Causeway, # 300, North Bay Village, Florida 33141, and is available for public inspection during regular business hours.

**Section 8.**     **Effectiveness.**     That the Charter Amendment provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the Charter Amendments vote for adoption, and shall be considered adopted and effective upon certification of the election results. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter. Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.



# Agenda Item 1N

**Section 9. Inclusion in the Charter.** That subject to the requirements of Section 8 above, it is the intention of the Mayor and Village Commission, and it is hereby provided, that the Charter Amendments shall become and be made a part of the North Bay Village Charter and that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.

**Section 10. Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 11. Conflicts .** That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 12. Effective Date.** That 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 30th day of July 2018.

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

# Agenda Item 1N

**ATTEST:**

---

YVONNE P. HAMILTON, CMC  
Village Clerk

**APPROVED AS TO FORM:**

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Norman C. Powell, Esq.  
Village Attorney

North Bay Village Resolution: 2018 Charter Amendment – Section 9.08

# Agenda Item 10

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

**A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE ADVISORY CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, Section 10.13 of the North Bay Village (“Village”) Charter and Section 6.03 of the Miami-Dade County Charter, provide the manner in which Charter amendments shall be proposed; and

**WHEREAS**, pursuant to the comprehensive review and recommendations of the Village Advisory Charter Review Board, the Village Commission desires to submit the proposed Charter amendment for approval or rejection by the electorate; and

**WHEREAS**, pursuant to law, the electors of the Village shall have the power to approve or reject at the polls, any of the proposed Charter amendments submitted by the Village Commission to a vote of the electors.

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

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

# Agenda Item 10

**Section 2. Charter Amendment.** That pursuant to Section 10.13 of the Village Charter and Section 6.03 of the Miami-Dade County Charter, and in accordance with the comprehensive review and recommendations of the Village Advisory Charter Review Board, North Bay Village Charter is hereby amended to read as follows:

## CHARTER OF NORTH BAY VILLAGE, FLORIDA

\* \* \*

### PREAMBLE

We the citizens of the North Bay Village, Florida, in order to ~~to~~ perfect our ~~mMunicipal~~ ~~gGovernment~~; update, modernize and revise our Charter to make it consistent with the Constitution and Statutes of the United States and the State of Florida; encourage and revitalize citizens' interest and participation in their Village Government; and strengthen and clarify the rights of its citizens, and enable the Village to function smoothly under the proper controls of the ensuing decade, do ordain and establish this Charter.

### DEFINITIONS

~~To facilitate comprehension of wording in this Charter, the following definitions should be noted:~~

~~—The term "Village" shall always denote "North Bay Village."~~

~~—The term "Commission," "Commissioner" or "Commission member" shall always denote the five (5) Commission members consisting of a mayor, vice mayor and three (3) Commissioners.~~

~~—Wherever "he," "his," "him," or any description of a masculine gender is utilized, it shall also be equally applicable to the female gender.~~

~~—The term "manager" refers to the "village manager of North Bay Village" unless otherwise ~~specified.~~~~

The following words, terms and phrases, when used in this Charter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City or Village shall mean North Bay Village, Florida.

Code shall mean the Code of North Bay Village, Florida.

# Agenda Item 10

Commission, Commissioner or Commission member shall refer to the five (5) Commission members consisting of a mayor, vice-mayor and three (3) Commissioners.

Gender shall refer to a word importing the masculine or feminine gender and shall extend to and be applied to males and females, equally.

Manager shall refer to the Village Manager of North Bay Village.

Mayor shall refer to the Mayor of North Bay Village.

Ordinance shall mean –an official legislative action of the Village Commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

Resolution shall mean an expression of the Village Commission concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the Village Commission.

Village Commission or Commission shall mean the Commission of North Bay Village.

## Citizens' Bill of Rights

This government has been created to protect the governed, not the governing. In order to provide the public with full and accurate information, to promote efficient administrative management, to make government more accountable, and to ensure all persons fair and equitable treatment, the following rights are guaranteed:

Convenient access. Every person has the right to transact business with the Village with a minimum of personal inconvenience. It shall be the duty of the Village Manager and the Village Commission to provide, within the Village's budget limitations, reasonably convenient times and places for required inspections, and for transacting business with the Village.

Truth in government. No municipal official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.

Public records. All audits, reports, minutes, documents and other public records of the Village and its boards, agencies, departments and authorities shall be open for inspection at reasonable times and places convenient to the public, providing no legal exemptions exist.

Minutes and ordinance register. The Village Clerk shall maintain and make available for public inspection minutes showing the votes of each member on all ordinances and resolutions. Written minutes of all meetings and the ordinance register shall be available for public inspection not later than thirty (30) days after the conclusion of the meeting.

# Agenda Item 10

Right to be heard. So far as the orderly conduct of public business permits, any interested person has the right to appear before the Village Commission or any Village agency, board or department for the presentation, adjustment or determination of an issue, request or controversy within the jurisdiction of the Village. Nothing shall prohibit the Village or any agency from imposing reasonable time limits for the presentation of a matter.

Right to notice. Persons entitled to notice of a Village hearing shall be timely informed as to the time, place and nature of the hearing and the legal authority pursuant to which the hearing is to be held. Failure by an individual to receive such notice shall not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing. Copies of proposed ordinances or resolutions shall be made available at a reasonable time prior to the hearing, unless the matter involves an emergency ordinance or resolution.

Right to public hearing. Upon a timely request of any interested party a public hearing shall be held by any Village agency, board, department or authority upon any significant policy decision to be issued by it which is not subject to subsequent administrative or legislative review and hearing. This provision shall not apply to the Office of the Village Attorney of the Village nor to anybody whose duties and responsibilities are solely advisory.

At any zoning or other hearing in which review is exclusively by certiorari, a party or his counsel shall be entitled to present a case or defense by oral or documentary evidence, to submit rebuttal evidence, and to conduct such cross-examination as may be required for a full and true disclosure of the facts. The decision of any such agency, board, department or authority must be based upon the facts in the record. Procedural rules establishing reasonable time and other limitations may be promulgated and amended from time to time.

Notice of action and reasons. Prompt notice shall be given of the denial in whole or in part of a request of an interested person made in connection with any municipal administrative decision or proceeding when the decision is reserved at the conclusion of the hearing. The notice shall be accompanied by a statement of the grounds for denial.

Managers' and Attorneys' reports. The Village Manager and Village Attorney shall periodically make a public status report on all major matters pending or concluded within their respective offices, except as to any matters which may be privileged, pursuant to law.

Budgeting. In addition to any budget required by state statute, the Village Manager shall prepare a budget showing the cost of each department for each budget year. Prior to the Village Commission's first public hearing on the proposed budget required by state law, the Village Manager shall make public a budget summary setting forth the proposed cost of each individual department and reflecting the personnel for each, the purposes and the estimated cost of each department.

# Agenda Item 10

Adequate audits. An annual audit of the Village shall be made by an independent certified public accounting firm in accordance with generally accepted auditing standards. The independent Village auditor shall be appointed by the Village Commission; both appointment and removal of the independent Village auditor shall be made by the Village Commission. A summary of the results of the independent Village auditor's annual audit, including any deficiencies found, shall be made public. In making such audit, proprietary functions shall be audited separately and adequate depreciation on proprietary facilities shall be accrued so the public may determine the amount of any direct or indirect subsidy.

Representation of public. The Village Commission shall endeavor to provide representation at all proceedings significantly affecting the Village and its residents before state, federal or county regulatory bodies.

The foregoing enumeration of Citizens' rights vests large and pervasive powers in the citizenry of the North Bay Village. Such power necessarily carries with it responsibility of equal magnitude for the successful operation of government in the Village. The orderly, efficient and fair operation of government requires the intelligent participation of individual citizens exercising their rights with dignity and restraint so as to avoid any sweeping acceleration in the cost of government because of the exercise of individual prerogatives, and for individual citizens to grant respect for the dignity of public office.

Remedies for violations. In any suit by a citizen alleging a violation of this Bill of Rights filed in the Miami-Dade County Circuit Court pursuant to its general equity jurisdiction, the plaintiff, if successful, shall be entitled to recover costs as fixed by the court. Any public official or employee who is found by the court to have willfully violated this article shall forthwith forfeit such office or employment.

Construction. All provisions of this article shall be construed to be supplementary to and not in conflict with the general laws of Florida. If any part of this article shall be declared invalid, it shall not affect the validity of the remaining provisions.

## **ARTICLE I. -CREATION AND POWERS**

### **1.01 .--Creation and powers of North Bay Village.**

The Village is hereby created which shall have all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by the state constitution, general law and specific limitations contained herein.

# Agenda Item 10

(Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

## **1.02. - ~~Construction Powers.~~**

As granted by the Municipal Home Rule Powers Act (§ 166.021, Fla. Stat.), the Village is granted the broad exercise of home rule powers as provided by the Constitution of the State of Florida and the Charter of Miami-Dade County.

The powers of the Village shall be construed liberally in favor of the Village, limited only by the state constitution, general law and specific limitations contained herein. Future special acts pertaining to the jurisdiction and exercise of powers by this Village shall be considered amendments to this Charter and pursuant to the provisions adopted for incorporation of other charter amendments, shall be incorporated as official amendments to the Charter.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

## **~~10.01~~ 1.03. - Title of Charter**

This Charter adopted by the people of North Bay Village shall be known as and may be cited as the Charter of North Bay Village. The results of the vote on this Charter shall be announced and recorded at that Commission meeting which immediately follows the day of voting.

## **~~10.02~~ 1.04. - Effective date.**

If approved by the Village's electorate, this Charter shall take effect upon the Commission's acceptance of certification of election results of the General Election held on November ~~76, 2006~~ 18.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. N, 8-28-06, Election of 11-7-06)

## **ARTICLE II. -CORPORATE LIMITS**

### **2.01. - Corporate Limits.**

The municipal corporation of the Village shall comprise and have full municipal jurisdiction, powers, rights and privileges over the territory and persons now and in the future within the following boundaries in Miami-Dade County, Florida, to wit:

Begin in Miami-Dade County, Florida, at a point on the north boundary line of the northeast 79th Street Causeway, as shown by Plat Book 25 at Page 70 of the Public Records of Miami-Dade County, Florida, which point is 250 feet west of the line of Section 9, Township 53 South, Range 42 East, and which point is also on the east boundary line of the City of Miami, Florida; thence in a southerly direction and parallel



# Agenda Item 10

to the west line of said Section 9, and along the said east line of the City of Miami, Florida, a distance of 1985 feet; thence run in an easterly direction and parallel to said north line of said northeast 79th Street Causeway to the west line of Section 10, Township 53 South, Range 42 East, as said section is shown on the plat of North Isle of Normandy, recorded in Plat Book 40 at Page 36 of the Public Records of Miami-Dade County, Florida; thence run northerly along the aforesaid west line of Section 10, to a point on a line running through the center point of the east drawbridge of the northeast 79th Street Causeway and perpendicular to the center line of the east Bridge of the said causeway; thence run northwesterly along the last described line to its intersection with the north line of said Section 10, produced westerly; thence westerly along the prolongation westerly of said north line of said Section 10 to a point 250 feet west of the northwest corner of Section 9, Township 53 South, Range 42 East; thence in a southerly direction to the point of beginning.

And shall include:

A parcel of submerged land (now filled) in Biscayne Bay situated in Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, Commencing at the half-mile post of the west line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, run north  $88^{\circ}41'24''$  east along the center line of the 79th Street Causeway highway right-of-way (100 feet wide) a distance of 1,560 feet to a point; thence north  $1^{\circ}37'08''$  west 55.0 feet to a point of beginning of the parcel of land herein described; thence north  $1^{\circ}37'08''$  west 600.00 feet; thence north  $88^{\circ}41'24''$  east 400.0 feet; thence south  $1^{\circ}37'08''$  east 600.00 feet; thence south  $88^{\circ}44'24''$  west 400.0 feet to the point of beginning; containing 5.5 acres more or less; plus a five-foot strip bordering the south boundaries of the above described 5.5-acre tract which is described as follows: Commence at the intersection of the west line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida with the center line of the Northeast 79th Street Causeway as shown on (a) plat recorded in Plat Book 25, at Page 70 of the Public Records of Miami-Dade County, Florida; thence North  $88^{\circ}41'25''$  east along the center line of the aforesaid northeast 79th Street Causeway for a distance of 1,560 feet to a point; thence north  $1^{\circ}37'8''$  west for a distance of 50.0 feet to a point on the north right-of-way line of the said northeast 79th Street Causeway and the point of beginning of the parcel of land herein described; thence north  $88^{\circ}41'24''$  east along the north right-of-way line of the said northeast 79th Street Causeway for a distance of 400.0 feet to a point; thence north  $1^{\circ}37'8''$  west for a distance of 5.0 feet to a point; thence south  $88^{\circ}41'24''$  west along a line 5.0 feet north of and parallel with the north right-of-way line of said northeast 79th Street Causeway for a distance of 4,000 feet to a point; thence south  $1^{\circ}37'8''$  east for a distance of 5.0 feet to the point of beginning of the parcel of land herein described.

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(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

## ARTICLE III. -LEGISLATIVE

### 3.01. Village Commission.

A. ~~Village Commission; powers and composition.~~ **Composition and powers.** There shall be a Village Commission with all legislative powers of the Village vested therein, consisting of five (5) members: a mayor, a vice-mayor and three (3) Commissioners. Each Commission member must be a qualified elector of the Village.

B. **Appointments by Commission.** The Commission shall appoint the Village ~~manager~~Manager, Village ~~clerk~~Clerk, Village ~~attorney~~Attorney and all consultants.

### ~~3.02. Qualifications~~<sup>[rm1]</sup>

~~Any elector of the Village who meets the requirements as set forth in Article V of this Charter shall be eligible to hold the office of Village Commissioner or mayor. The Commission shall be the judge of the election and qualifications of its members.~~

### ~~3.03. Election and terms~~<sup>[rm2]</sup>

~~The regular election of Commission members shall be held on the first Tuesday after the first Monday of November in each even-numbered year, unless otherwise provided by state law, and shall be for those terms as provided in Article V of this Charter.~~

~~(Res. No. R91-25, § 2, 9-16-91, Election of 11-12-91)~~

~~Sec. 3.031. Limitation of terms~~<sup>[rm3]</sup>

~~Commencing with the election of November 2002, the following term limits shall apply to the Mayor and members of the Commission:~~

~~(a) For the office of Mayor—Three consecutive terms.~~

~~(b) For the office of Village Commissioner—Two consecutive terms.~~

~~The term limits set forth in (a) and (b) above shall not be extended by running for different positions on the Village Commission.~~

~~(c) Where an individual has not served the term limit set forth in (a) or (b) above, said individual may serve any combination of three consecutive terms (said terms not to exceed a total of 8 consecutive years ending coincident with the conclusion of the third term) in the offices of Mayor and of Commissioner.~~

~~"Term" shall be defined as provided in Section 5.04 of the Charter. The term limits set forth herein shall be measured retroactively from the elected official's first election as an officer of the North Bay Village. Terms shall not include time served as a~~

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~~member of the North Bay Village Commission as a result of having filled a vacancy in the Commission pursuant to Section 3.07 of the Charter.~~

~~An individual who has served a term limit specified above must wait at least the number of years equal to the term of office for which said individual seeks election to, prior to becoming eligible to again serve as an elected official.~~

~~For purposes of this section, an individual who has served more than fifty percent (50%) of a term shall be considered to have served a full term of office. (Res. No. R92-24, § 2, 9-15-92, Election of 11-3-92; Res. No. R98-05, § 2, 3-10-98, Election of 5-12-98; Res. No. 2000-41, 11-8-00, Election of 11-7-00)~~

## **3.06.3.02 Limitations of powers of the Commission.**

All powers of the Village and the determination of all matters of policy shall be vested in the Commission with the following limitations:

- A. *Acquisition of real property.* The Commission may acquire property within or without the corporate limits of the Village for any municipal purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise, or lease provided such amount of expenditure for real property shall not exceed twenty ~~(20)~~ percent (20%) of the current total operating budget of the Village.
- B. *Capital improvement projects.* The Commission may, through proper procedure, propose, undertake and finance capital improvement projects to fulfill the necessary needs of the Village, provided that the amount of total expenditures for all such projects shall not exceed twenty ~~(20)~~ percent (20%) of the current total operating budget of the Village in any one fiscal year.
- C. *Excess of 20 percent of current total operating budget.* In the event that the proposed purchase(s) of property and/or total expenditure(s) do exceed twenty ~~(20)~~ percent (20%) of the current total operating budget of the Village in any fiscal year, then a referendum will be held of the qualified electors of the Village and it shall require a majority of those voting in such election to authorize such projects.

Any funds specifically designated for the particular project, which are received from the Federal Government, State, County or from any source, other than municipal taxation, will not be included in calculating the project cost for the purposes of Section ~~3.06.3.02~~

- D. *Waiver of referendum.* This referendum requirement may be waived, however, if the Commission by four (4) affirmative votes, finds and declares that an emergency exists, and that there is a threat to the health, welfare and safety of the citizens of the Village.
- E. *Sale and lease of real property.* The Commission shall not undertake to sell, mortgage, assign or otherwise dispose of or alienate the title to any real property owned by the Village without first having secured the approval of the qualified electors of the Village, through a majority vote of the qualified electors participating in a regular or special

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election for such purpose. Such referendum shall state, generally and in substance, the terms and conditions of the proposed sale, mortgage, assignment or other disposition or alienation of title.

Except where referendum is otherwise required by Miami-Dade County law, the Commission may lease any real property owned by the Village to any other individual, group, business, corporation or other entity for a period not to exceed one (1) year and may renew the lease each year thereafter that it so desires. Leases for a period longer than one (1) year require approval in a referendum by the qualified electors of the Village. However, nothing contained herein shall preclude the Village, without referendum, from leasing Village real property to a governmental agency for governmental use for a period not to exceed ten (10) years; and except as prohibited by the Constitution, Miami-Dade County Charter or statutes of this state or restricted in this Charter.

- F. *Sale of personal property.* Personal property of the Village may be sold by auction or by sealed bid after it has been properly advertised in a newspaper of general circulation. Such sale must be held no sooner than fifteen (15) days after publication of the notice. The notice shall describe the contents of sale and the location where the merchandise may be inspected prior to sale.
- G. *Appointments or removal of Village personnel prohibited.* Neither the Commission nor any of its members shall in any manner dictate the appointment, retention, or removal of any Village employee (other than the Village Manager, the Village Clerk and the Village Attorney, as provided herein), or any person who is duly appointed by the Village Manager, in accordance with Section 4.01(G)(2) of this Charter; except that the Village Manager shall submit appointments of all department heads to the Commission for approval.
- H. *Village Attorney.* The Commission shall appoint or remove the Village Attorney by at least three (3) affirmative votes. The Village Attorney shall have been licensed to and have been a practicing attorney in the State of Florida for not less than five (5) years, with not less than three (3) of those years in the practice of law for municipal, county or state governments. The duties and responsibilities of the Village Attorney shall be those as provided in this Charter.
- I. *Auditor.* The Commission shall appoint the outside auditor. The outside auditor shall be a certified public accountant practicing in the State of Florida, for a period of not less than five (5) years.
- J. *Other Commissioner remunerative position.* No Commissioner shall be appointed to any other remunerative position with the Village during his term of office and for a term of two (2) years thereafter.
- K. *Nepotism.* No person related up to the second degree of consanguinity or affinity to a Commissioner shall be eligible to hold a remunerative position with the Village. Any Commissioner who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal.

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- L. *Conflict of interest.* The Mayor and any Village Commissioner shall comply with applicable conflict of interest laws, including Florida Statutes Chapter 112, Part 3, as well as Miami-Dade County Code Section 2-11.1.
- M. *Reimbursement of Commissioner's legal fees.* In the event that a civil action shall be instituted wherein it is sought to impose personal liability upon any Commission member of the Village for any act or acts of such Commissioner, and if such Commissioner seeks legal defense of such action through the use of public funds, it shall first require a majority of all other Commissioners to ascertain that such acts complained of by the plaintiff were indeed connected with the Commissioner's proper conduct of the affairs or business of the Village. If so established, the other Commissioners shall then determine, specify and allocate a reasonable expenditure from Village funds for this legal defense- selection of counsel to be approved by the Village Attorney.
- N. *Utility franchises.* The Commission may grant public utility franchises and regulate the exercise thereof; provided, however, that no franchise or extension thereof shall hereafter be granted or extended unless such franchise or extension shall be approved after a public hearing thereon. At least fourteen (14) days preceding the public hearing at which any franchise or extension thereof is to be adopted, notice thereof shall be published in a newspaper of general circulation in the Village. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. A copy of such proposed franchise shall be available for inspection by any interested person at the office of the Village Clerk at least fourteen (14) days preceding such public hearing. The cost of such advertising and of the public hearing shall be borne by the utility involved. For renewing franchises, each public utility shall notify the Village of its intent six (6) months before the expiration of its franchise. The Commission shall be empowered to grant a temporary extension of an existing franchise not to exceed three (3) months without a public hearing.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. C, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

## **3.05. 3.03 Mayor; Vice-Mayor.**

- A. The Mayor shall preside at meetings of the Commission, shall be recognized as head of Village government for all ceremonial purposes, by the governor for purposes of military law, for service of process, execution of contracts, deeds and other documents, and as the Village official designated to represent the Village in all agreements with other governmental entities or certifications to other governmental entities, but shall have no administrative duties except as required to carry out the responsibilities herein.
- B. The Commission, at the first regularly scheduled Commission meeting after all runoff elections have taken place and a full Commission body is sworn into office, shall elect a vice mayor by at least three (3) affirmative votes. The Vice-Mayor shall act as Mayor during the absence, disability or death of the Mayor.
- C. Each of the five (5) Commission members shall have an equal vote.

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(Res. No. 2004-35, 7-13-04, Election of 11-2-04)

## 3.04. Compensation.

Each Commission member will be compensated ~~six thousand three hundred dollars (\$6,300)~~ Nine Thousand Dollars (\$9,000), per year payable at ~~five hundred twenty five dollars (\$525.00)~~ Seven Hundred and Fifty Dollars (\$750.00), per month.

The Mayor will be compensated ~~seven thousand eight hundred dollars (\$7,800)~~ Ten Thousand and Five Hundred Dollars (\$10,500) per year payable at ~~six hundred and fifty dollars (\$650.00)~~ Eight Hundred and Seventy-Five Dollars (\$875.00), per month.

(Res. No. 2006-45, Pt. B, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

## Sec. 3.031. Limitation of terms. 3.05- Term Limits

Commencing with the election of November 2002, the following term limits shall apply to the Mayor and members of the Commission:

- (a) For the office of Mayor—Three (3) consecutive terms.
- (b) For the office of Village Commissioner—Two (2) consecutive terms.

The term limits set forth in (a) and (b) above shall not be extended by running for different positions on the Village Commission.

- (c) Where an individual has not served the term limit set forth in (a) or (b) above, said individual may serve any combination of three (2) consecutive terms (said terms not to exceed a total of eight (8) consecutive years ending coincident with the conclusion of the third term) in the offices of Mayor and of Commissioner.

"Term" shall be defined as provided in Section 5.04 of the Charter. The term limits set forth herein shall be measured retroactively from the elected official's first election as an officer of the North Bay Village. Terms shall not include time served as a member of the North Bay Village Commission as a result of having filled a vacancy in the Commission pursuant to ~~Section 3.07~~ 3.06 of the Charter.

An individual who has served a term limit specified above must wait at least the number of years equal to the term of office for which said individual seeks election to, prior to becoming eligible to again serve as an elected official.

For purposes of this section, an individual who has served more than fifty percent (50%) of a term shall be considered to have served a full term of office.

(Res. No. R92-24, § 2, 9-15-92, Election of 11-3-92; Res. No. R98-05, § 2, 3-10-98, Election of 5-12-98; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

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## 3.06. ~~Limitations of powers of the Commission<sup>[rm4]</sup>.~~

~~All powers of the Village and the determination of all matters of policy shall be vested in the Commission with the following limitations:~~

- ~~A. *Acquisition of real property.* The Commission may acquire property within or without the corporate limits of the Village for any municipal purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise, or lease provided such amount of expenditure for real property shall not exceed twenty (20) percent of the current total operating budget of the Village.~~
- ~~B. *Capital improvement projects.* The Commission may, through proper procedure, propose, undertake and finance capital improvement projects to fulfill the necessary needs of the Village, provided that the amount of total expenditures for all such projects shall not exceed twenty (20) percent of the current total operating budget of the Village in any one fiscal year.~~
- ~~C. *Excess of 20 percent of current total operating budget.* In the event that the proposed purchase(s) of property and/or total expenditure(s) do exceed twenty (20) percent of the current total operating budget of the Village in any fiscal year, then a referendum will be held of the qualified electors of the Village and it shall require a majority of those voting in such election to authorize such projects.~~

~~Any funds specifically designated for the particular project, which are received from the Federal Government, State, County or from any source, other than municipal taxation, will not be included in calculating the project cost for the purposes of Section 3.06.~~

- ~~D. *Waiver of referendum.* This referendum requirement may be waived, however, if the Commission by four (4) affirmative votes, finds and declares that an emergency exists, and that there is a threat to the health, welfare and safety of the citizens of the Village.~~
- ~~E. *Sale and lease of real property.* The Commission shall not undertake to sell, mortgage, assign or otherwise dispose of or alienate the title to any real property owned by the Village without first having secured the approval of the qualified electors of the Village, through a majority vote of the qualified electors participating in a regular or special election for such purpose. Such referendum shall state, generally and in substance, the terms and conditions of the proposed sale, mortgage, assignment or other disposition or alienation of title.~~

~~Except where referendum is otherwise required by Miami Dade County law, the Commission may lease any real property owned by the Village to any other individual, group, business, corporation or other entity for a period not to exceed one (1) year and may renew the lease each year thereafter that it so desires. Leases for a period longer than one (1) year require approval in a referendum by the qualified electors of the Village. However, nothing contained herein shall preclude the Village, without referendum, from leasing Village real property to a governmental agency for governmental use for a period not to exceed ten (10) years; and except as prohibited by the Constitution, Miami Dade County Charter or statutes of this state or restricted in this Charter.~~

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- ~~F. — *Sale of personal property.* Personal property of the Village may be sold by auction or by sealed bid after it has been properly advertised in a newspaper of general circulation. Such sale must be held no sooner than fifteen (15) days after publication of the notice. The notice shall describe the contents of sale and the location where the merchandise may be inspected prior to sale.~~
- ~~G. — *Appointments or removal of Village personnel prohibited.* Neither the Commission nor any of its members shall in any manner dictate the appointment, retention, or removal of any Village employee (other than the Village Manager, the Village Clerk and the Village Attorney, as provided herein), or any person who is duly appointed by the Village manager, in accordance with Section 4.01(G)(2) of this Charter; except that the Village Manager shall submit appointments of all department heads to the Commission for approval.~~
- ~~H. — *Village Attorney.* The Commission shall appoint or remove the Village attorney by at least three (3) affirmative votes. The Village Attorney shall have been licensed to and have been a practicing attorney in the State of Florida for not less than five (5) years, with not less than three (3) of those years in the practice of law for municipal, county or state governments. The duties and responsibilities of the Village attorney shall be those as provided in this Charter.~~
- ~~I. — *Auditor.* The Commission shall appoint the outside auditor. The outside auditor shall be a certified public accountant practicing in the State of Florida, for a period of not less than five (5) years.~~
- ~~J. — *Other Commissioner remunerative position.* No Commissioner shall be appointed to any other remunerative position with the Village during his term of office and for a term of two (2) years thereafter.~~
- ~~K. — *Nepotism.* No person related up to the second degree of consanguinity or affinity to a Commissioner shall be eligible to hold a remunerative position with the Village. Any Commissioner who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal.~~
- ~~L. — *Conflict of interest.* The Mayor and any Village Commissioner shall comply with applicable conflict of interest laws, including Florida Statutes Chapter 112, Part 3, as well as Miami Dade County Code Section 2-11.1.~~
- ~~M. — *Reimbursement of Commissioner's legal fees.* In the event that a civil action shall be instituted wherein it is sought to impose personal liability upon any Commission member of the Village for any act or acts of such Commissioner, and if such Commissioner seeks legal defense of such action through the use of public funds, it shall first require a majority of all other Commissioners to ascertain that such acts complained of by the plaintiff were indeed connected with the Commissioner's proper conduct of the affairs or business of the Village. If so established, the other Commissioners shall then determine, specify and allocate a reasonable expenditure from Village funds for this legal defense, selection of counsel to be approved by the Village Attorney.~~



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~~N. *Utility franchises.* The Commission may grant public utility franchises and regulate the exercise thereof; provided, however, that no franchise or extension thereof shall hereafter be granted or extended unless such franchise or extension shall be approved after a public hearing thereon. At least fourteen (14) days preceding the public hearing at which any franchise or extension thereof is to be adopted, notice thereof shall be published in a newspaper of general circulation in the Village. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. A copy of such proposed franchise shall be available for inspection by any interested person at the office of the Village clerk at least fourteen (14) days preceding such public hearing. The cost of such advertising and of the public hearing shall be borne by the utility involved. For renewing franchises, each public utility shall notify the Village of its intent six months before the expiration of its franchise. The Commission shall be empowered to grant a temporary extension of an existing franchise not to exceed three (3) months without a public hearing.~~

~~(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. C, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12~~

### **3.073.06 Vacancies; forfeiture of office; filling of vacancies on the Commission.**

- A. *Vacancies.* The office of a Commission member shall become vacant upon his death, resignation, or removal from office in any manner authorized by law or forfeiture of his office.
- B. *Forfeiture of office.* A Commission member Commissioner or Mayor shall forfeit his office if any time during his term of office said person, (a) lacks any qualifications for the office prescribed by this Charter or other by applicable law including § 100.361, Florida Statutes, (1989) or (b) is convicted of a felony while in office, or (c) fails to attend four consecutive regular meetings of the Commission, unless such absences are each excused by motion setting forth the reason for the absence duly entered upon the minutes or (d) having been elected or appointed from an election district fails to reside within the election district from which he was elected or appointed for any reason other than redistricting. Forfeiture shall be determined by the remaining members of the Commission.
- C. *Forfeiture hearing.* A member charged with conduct constituting grounds for forfeiture of his office shall be entitled to a Public Hearing of the Commission at a regular or special meeting of the Commission, on demand and notice of such hearing shall be published in one or more newspapers of general circulation in the Village at least ~~one week~~ ten (10) calendar days in advance of the hearing.
- D. *Filling of vacancies on Village Commission.* Any vacancy occurring for a Village Commissioner shall be filled by the vote of the majority of the remaining members of said Village Commission with the appointee serving until the remainder of the unexpired term until the next succeeding general Village election and with any further remainder of said unexpired term to be filled by a Commissioner elected at said general election. If the remaining members of the Village Commission shall fail or refuse to fill such vacancy within thirty (30) days after it occurs, and if no general Village election will be held within ninety (90) days after the expiration of said thirty (30) days, then a special election shall be called and held to elect a Commissioner to fill such vacancy for the remainder of the

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unexpired term. In the event that the position is that of Mayor, it must be filled from among the remaining Commissioners in accordance with the Village Charter.

- E. In the event of the death, resignation, or removal of the Mayor, the Vice Mayor shall forthwith commence to serve as interim Mayor until the Mayor's position is filled by election or appointment.
  - (1) When the Vice Mayor becomes interim Mayor, the Commission, by majority vote shall appoint an interim Commissioner from the Vice Mayor's vacant district to fill the Vice Mayor's vacant seat until the required election or appointment of the Mayor and then the Commission shall, by majority vote, appoint one (1) of the Commissioners to serve as interim Vice Mayor.
  - (2) The Commissioner serving as interim Mayor or interim Vice Mayor shall serve as Mayor or Vice Mayor until the newly elected or appointed Mayor and/or Vice Mayor is sworn in as Mayor or Vice Mayor. The interim Mayor and/or interim Vice Mayor shall return to the position of Commissioner previously held to serve the remainder of his or her unexpired term.
- F. In the event of the death, resignation, or removal of the Vice Mayor, the Commission shall, by majority vote, elect one (1) of the Commissioners to serve as Vice Mayor.
- G. *Extraordinary vacancies.* In the event that a majority of the members of the Commission are removed by death, disability, law or forfeiture of office, the governor shall make interim Commission appointments and the Commission shall call a special election as provided in Section ~~3.07(D)~~ 3.06(D) of this Charter.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-38, § 1, 7-27-04, Election of 11-2-04; Res. No. 2006-45, Pt. D, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

## ~~3.071-~~ 3.07. - Removals and suspensions from office of Village Commission.

The Mayor and any Village Commissioner may be removed from office by the electors of the North Bay Village pursuant to the provisions of § 100.361. Florida Statutes, and are further subject to removal and/or suspension from office pursuant to the provisions of § 112.51. Florida Statutes.

## **3.08. - Ordinances and resolutions.**

- A. *Action requiring an ordinance.* In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the Commission shall be by ordinance which:
  - 1. Adopt or amend an administrative code or establish, alter or abolish any Village department or agency;
  - 2. Establish a rule or regulation the violation of which carries a penalty;

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3. Set service or user charges for municipal services or granting administrative authority for such charges;
  4. Authorize the borrowing of money not inconsistent with the limitations established in this Charter, the state constitution and general law of the State of Florida;
  5. Convey or lease or authorize by administrative action the conveyance or lease of any lands of the Village;
  6. Amend or repeal any ordinance previously adopted except as otherwise provided herein.
- B. *Emergency ordinances.* To meet a public emergency affecting life, health, property or the public peace, the Commission may adopt one or more emergency ordinances, but the ordinances may not levy taxes; set service or user charges for any municipal services; amend or repeal any ordinance adopted by the people at the polls or by the Commission in compliance with an initiative petition; or authorize the borrowing of money except as provided under the emergency appropriations provisions of this Charter, if applicable.
1. *Form.* An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated in a preamble as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms.
  2. *Procedure.* An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but at least four (4) affirmative votes shall be required for adoption. After its adoption, the ordinance shall be published and printed as prescribed for other adopted ordinances.
  3. *Effective date.* Emergency ordinances shall become effective upon adoption or at such other date as may be specified in the ordinance.
  4. *Repeal.* Every emergency ordinance except emergency appropriations shall automatically stand repealed sixty (60) days following the date on which it was adopted, but this shall not prevent reenactment of the ordinance under regular procedures, or if the emergency still exists, in the manner specified in this section. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.
  5. *Emergency appropriations.* The Commission may make emergency appropriations in the manner provided in this section and under ~~Section 3.06~~ 3.02 of this Charter. To the extent that there are no available un-appropriated revenues to meet such appropriations, the Commission may by such emergency ordinance authorize the issuance of emergency notes, which may be renewed from time to time but the emergency notes and renewals of any fiscal year shall be paid not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.
- C. *Procedures for adoption of ordinances and resolutions.*
1. As used in this section, the following words and terms shall have the following meanings unless some other meaning is plainly indicated.

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- a. "Ordinance" means an official legislative action of the Village Commission, which action is a regulation of a general and permanent nature and enforceable as a local law.
  - b. "Resolution" means an expression of the Village Commission concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the Village Commission.
2. Each ordinance or resolution shall be introduced by a member of the Commission or the Village Manager, the Village Attorney or the Village Clerk, so long as the information is provided within three (3) business days prior to the scheduled meeting, in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. No ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act or section or subsection or paragraph of a section or subsection. The enacting clause of every ordinance shall be as follows: "Be it enacted, by the Commission of the North Bay Village..."
  3. A proposed ordinance must be presented on at least two (2) separate Commission meetings. It may be read by title only. At least ten (10) days prior to the final adoption of the said ordinance the Village shall publish once in a newspaper of general circulation in the Village a notice of the proposed ordinance. The giving of said notice shall not apply to a proposed emergency ordinance. Said notice shall state the title or brief description of the proposed ordinance or ordinances; the date, time and place of the Commission meeting for enacting said ordinance; and the place or places within the Village where said proposed ordinance may be inspected by the public. Said notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.
  4. A majority of the members of the Village Commission shall constitute a quorum. An affirmative vote of a majority of a quorum present shall be necessary to enact any ordinance or adopt any resolution; except that four (4) affirmative votes of the membership of the Commission is required to enact an emergency ordinance. On final passage, the vote of each member of the Village Commission voting shall be entered on the official record of the meeting. All ordinances or resolutions passed by the Village Commission shall become effective after passage or as otherwise provided therein.
  5. Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the mayor and the Village Clerk.
  6. The procedure as set forth herein shall constitute a uniform method for the adoption and enactment of the Village ordinances and resolutions and shall be taken as cumulative to other methods now provided by law for adoption and enactment of Village ordinances and resolutions. By future ordinance or charter amendment, the Village may specify additional requirements for the adoption or enactment of ordinances or resolutions or prescribe procedures in greater detail than contained herein, provided such modifications are not in conflict with general law.

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- D. *Penalty for violation of ordinances.* Provisions governing the imposition of fines for violations of the Code shall be as prescribed within Village Code Chapter 153, and, where applicable, Chapter 162, Florida Statutes.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. E, 8-28-06, Election of 11-7-06; Res. No. 2008-27, § 1, 7-30-08, Election of 11-4-08; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

### 3.09. - Meeting procedures.

- A. *Meetings.* The Commission shall meet regularly at least once in every month at such times and places as the Commission may prescribe by rule; however, the Commission, by majority vote, may elect not to have a Regular Meeting in either the month of July or the month of August for the purposes of allowing summer vacations.
- B. *Rules and record.* The Commission shall determine its own rules of procedure and order of business and shall keep a record of such proceedings open for public inspection.
- C. *Quorum.* A majority of the Commission shall constitute a quorum. Commissioners constituting less than a quorum shall have power to set and adjourn meeting dates and times.
- D. *Voting.* Voting, on ordinances and resolutions, shall be by roll call on final action and shall be recorded in the record of such proceedings. No action of the Commission except as otherwise provided in the preceding section shall be valid or binding unless adopted by the affirmative vote of the majority of a quorum present.
- E. *Meeting time limits.* No meeting of the Commission shall extend later than midnight except upon a majority vote of all members of the Commission present at the meeting. All remaining agenda items shall be continued to the next Commission meeting.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. E, 8-28-06, Election of 11-7-06.

## ARTICLE IV. ADMINISTRATIVE

### 4.01. Village Manager

There shall be a Village Manager, who shall be the chief administrative officer of the Village. The ~~manager~~Manager shall be responsible to the Village Commission for the administration of all Village affairs placed in the ~~manager~~Manager's charge by this Charter.

- A. *Appointment.* The Commission shall appoint a Village Manager for an indefinite term by a minimum of three (3) affirmative votes of the Commission members. The Village Manager shall serve at the will of the Commission.
- B. *Qualifications.* The ~~manager~~Manager shall be a graduate of either an accredited school of public administration or its related equivalent in engineering, fiscal management or business administration with no less than three (3) years' experience in the

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administration of local government or in lieu of the foregoing, he must have not less than five (5) years' experience in the administration of local government.

- C. *Compensation.* The compensation of the Village Manager shall be fixed by the Village Commission in the annual budget ~~and may not be reduced without his consent during the fiscal year for which the budget is prepared.~~
- D. *Temporary Village Manager.* By written memorandum filed with the Commission, the Village Manager may designate an acting appointee to perform the duties of the Village Manager, during a brief absence or incapacity for thirty (30) days or less. During any absence or disability, the Village Commission may revoke an acting appointment at any time and appoint another person to serve until the return of the Village Manager.
- E. *Vacancy.* In the event of a vacancy due to resignation or removal from office of the Village Manager, the Village Commission shall appoint an acting or interim Village Manager until such time as a qualified manager may be selected.
- F. *Removal.* The Village Commission may remove the Village Manager by a minimum of three (3) votes in favor of removal.
- G. *Powers and duties of the Village Manager.* The Village Manager shall be responsible for the proper administration of all the affairs of the Village, except as otherwise provided herein. His powers and duties shall be to:
  - 1. See that all laws, provisions of this Charter and acts of the Commission, subject to enforcement by him or by officers subject to his direction and supervision, are faithfully executed;
  - 2. Appoint, and when he deems it necessary for the good of the Village, suspend or remove all Village employees (except the Village Attorney, the Village Clerk and all personnel in the Legal Department, including outside counsel representing the Village) and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter.

He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency, with the approval of the Commission. He will submit appointments of new ~~department heads~~department directors to the Commission for confirmation;

- 3. Direct and supervise the administration of all departments, offices and agencies of the Village, except as otherwise provided by this Charter or by law; provided, however, the authority herein granted shall not extend to the office of the independent auditor employed or retained by the Commission, or to the Village Attorney or any outside counsel employed or retained by the Commission;
- 4. Attend all Commission meetings. He shall have the right to take part in discussion, but may not vote;
- 5. Recommend to the Commission, for adoption, such measures as he may deem necessary or expedient in the best interest of the Village;

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6. Prepare and submit the annual budget, budget message and capital program to the Commission in a form provided by ordinance;
  7. Supervise and be responsible for the disbursement of all monies and have control over all expenditures to ensure that budget appropriations are not exceeded;
  8. Maintain a general accounting system for the Village government and each of its offices, departments and agencies and exercise financial budgetary control over same;
  9. Submit to the Commission and make available to the public, a complete report on the finances and administrative activities of the Village as of the end of each fiscal year;
  10. Make such other reports as the Commission may require concerning the operations of Village departments, offices and agencies, subject to his direction and supervision;
  11. Keep the Commission fully advised as to the financial condition and future needs of the Village and make such recommendations to the Commission concerning the affairs of the Village;
  12. Sign contracts on behalf of the Village, when such contracts have been approved pursuant to law and this Charter.
  13. Ensure that all terms and conditions of any public utility franchise are faithfully kept and performed and to report any violations of the terms and conditions of any utility franchise to the Village Commission and to the Village ~~attorney~~Attorney;
  14. Obtain competitive bids as prescribed by this Charter;
  15. Advertise and conduct the sale of any property no longer needed for municipal purposes as prescribed by this Charter;
  16. Act as purchasing agent for the Village and have exclusive control over the purchase of all supplies and approve all vouchers for the payment for supplies;
  17. Supervise the issuance of Village licenses and collect all special assessments, license fees and other revenues of the Village and receive all monies due the Village from county, state and federal governments. Also, to pursue and obtain those monies made available to the Village from state and federal grants and similar sources;
  18. Shall be held accountable to enforce the Village code and provide necessary support and resources to uphold the code through the code enforcement department;
  - ~~18.19.~~ Perform such other duties as may be prescribed by this Charter or as required of him by the Commission, not inconsistent with this Charter.
- H. Outside employment by the Village Manager shall be approved by the Village Commission prior to commencement.

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(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-20, § 1, 4-14-04, Election of 11-2-04; Res. No. 2006-45, Pt. F, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

## 4.02. - Village Clerk.

A. Appointment and Duties. The Village Clerk shall be appointed by a majority vote of the Village Commission. The Village Clerk shall give notice of all meetings of the Commission, Village boards or committees, to its members and to the public by posting a notice on the designated official bulletin board of the Village. The Village Clerk shall keep the journal of these proceedings, which shall be made a part of the public record. The Village Clerk shall also be the registration official of the Village and supervisor of Village elections and shall have power and is hereby authorized to administer oaths. The Village Clerk shall be the custodian of the Village seal, the records custodian, and the agent of record.

The Village Clerk shall record and keep current all ordinances and resolutions of the Village ~~in a book kept for that purpose~~ and keep current a cross-index of all ordinances, resolutions and official records of the Village. The Village Clerk shall also perform such other duties that are required by the Charter, by ordinance or that do not conflict with the administrative duties of the Village ~~manager~~ Manager, and as the Commission may prescribe from time to time. The Village Clerk will work with the Village Manager and other department heads to ensure the effective management of the Village. ~~In the absence of the Village Clerk, the Village Manager may act as Village Clerk or make a temporary appointment.~~

B. Removal and Compensation. The Village Clerk shall report to the Commission and may be removed by the Commission utilizing the same procedure as set forth for removal of the Village ~~Manager~~ Manager in Section 4.01(f). The Village Commission shall set the compensation and benefits provided to the Village Clerk.

(Res. No. 2006-45, Pt. G, 8-28-06, Election of 11-7-06; Res. No. 2008-26, § 1, 7-30-08, Election of 11-4-08)

## ~~4.03. Nepotism~~<sub>[rm5]</sub>

~~No person related up to the second degree of consanguinity or affinity to an elected or appointed Village official (department head and above) shall be eligible to hold a remunerative position with the Village. Any appointed Village official who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal. This provision may be waived during conditions deemed as emergencies by the Village Commission.~~

~~(Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)~~



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## ~~4.04. — Conflict of interest~~<sup>[rm6]</sup>

~~Appointed officials and employees shall comply with applicable conflict of interest laws, including Florida Statutes Chapter 112, Part 3, as well as Miami-Dade County Code § 2-11.1.~~

~~(Res. No. 2000-41, 11-8-00, Election of 11-7-00)~~

## ARTICLE V. - ELECTIONS

### 5.01. - ~~Time of holding elections.~~ Election dates.

The general election of members of the Commission shall be held on the first Tuesday after the first Monday in November of each even-numbered calendar year. All other elections shall be known as special municipal elections. In any special election not otherwise provided for there shall be at least (thirty) 30 days' notice of the election by publication in a newspaper of general circulation in North Bay Village.

No general or special election of the Village shall be held on a national or state legal holiday. Should the first Tuesday after the first Monday in November in any even-numbered calendar year be declared such a legal holiday, then the regular election scheduled for that day shall be postponed to the first day thereafter that is not a legal holiday.

(Res. No. R91-25, § 2, 9-16-91, Election of 11-12-91; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

### 5.02. - ~~Qualifications of electors.~~

A. Qualifications of Electors. Any qualified elector in Miami-Dade County who is a bona fide resident of the Village is eligible to vote in Village elections.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

### ~~3.02.~~ B. Qualifications for Village Commission.

Any elector of the Village who meets the requirements as set forth in Article V of this Charter shall be eligible to hold the office of Village Commissioner or Mayor. The Commission shall be the judge of the election and qualifications of its members.

### 5.03. -- ~~Rules and regulations, supervision, etc. of elections.~~

All municipal elections in the Village shall be conducted by general ballot as prescribed by this Charter and consistent with the applicable law of the State of Florida and County of Miami-Dade. Municipal elections shall be supervised by the Village ~~clerk~~Clerk with the Village Commission canvassing returns from each general election.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

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## 5.04. - Commission Members—Residency requirements and terms of office.

The Village shall be governed by a Commission of five (5) members, all of whom shall be qualified electors of the Village. There shall be a Harbor Island Commissioner, a North Bay Island Commissioner, and a Treasure Island Commissioner, each of whom shall be a resident of their respective islands for a period of not less than one (1) year prior to the date of the subject candidate's initial filing of qualifying papers for the Commission and shall also be and remain during their respective terms of office, permanent residents of their respective islands; however, this shall not apply to any mere temporary relocation within the Village. The Mayor and Commissioner-at-large, the two (2) remaining positions, shall reside on any of the said islands of the Village for a period of not less than one (1) year prior to the date of the subject candidate's initial filing of qualifying papers for the Commission and shall also be and remain during their respective terms of office, permanent residents of the Village. The term of the Mayor will be for two (2) years, and commencing with the November 2002 general election, the term of each Village Commissioner will be for four years, on a staggered basis to be established as follows:

Notwithstanding any other provisions of this Charter, no later than December 15, 2000, the Village Clerk shall publicly draw lots to determine which Village Commissioners' term of office (specifically, the seat they each represent) will expire in November 2004 and which remaining two Village Commissioners' terms of office (specifically, the seat they each represent) will expire in November 2006. All subsequent Village Commissioner seats shall be elected for four (4) year terms.

All of the Commissioners and the Mayor shall be elected by the voters at large of the Village.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-34, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. H, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

## 5.05. - Nomination of Commission members and Mayor.

- A. Any citizen who can qualify for the office of Commissioner or Mayor of the Village as provided herein may be nominated for Commissioner or Mayor by a petition provided by the Village Clerk for this purpose signed by not less than fifty (50) electors and filed with the Village Clerk ~~no sooner than seventy five (75) days prior to the election date and no later than forty five (45) days prior to the election date.~~ in accordance with dates set by the Village Commission.
- B. No elector shall sign more than one nominating petition for each seat. Should an elector sign more than one petition for each seat, his signature shall be void except as to the petition first filed for each seat.
- C. The signatures on the nominating petition need not all be subscribed on one paper, but to each separate paper there shall be attached a signed statement of the circulator thereof,

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stating the number of signers of such paper and that each signature appended thereto was made in his presence and is the genuine signature of the person whose name it purports to be. With each signature, including the signature of the circulator, shall be stated the place of residence of the signer, giving the street and number or other description sufficient to identify it. The form of nominating petition provided by the Village Clerk shall be substantially \_\_\_\_\_ as \_\_\_\_\_ follows:

## NOMINATING PETITION

We, the undersigned electors of North Bay Village, hereby nominate (name of candidate), who resides at (address), for the office of (Commissioner island, at-large, or mayor)

(signatures) \_\_\_\_\_

(address of signer) \_\_\_\_\_

(date of signing) \_\_\_\_\_

The undersigned is the circulator of the foregoing petition containing (number) signatures. Each signature appended thereto was made in my presence and is the person whose name it purports to be. Under penalty of perjury, I declare that I have read the foregoing and the facts alleged are true, to the best of my knowledge and belief.

(signature of circulator) \_\_\_\_\_

(street address of residence) \_\_\_\_\_

(date) \_\_\_\_\_

- D. Within five (5) days after the filing of a nominating petition, the Village Clerk shall through certified United States mail, return receipt requested, notify the candidate and the person who filed the petition whether or not the petition is found to be signed by the required number of qualified electors. Notification is complete upon mailing. If a petition is found insufficient, the Village Clerk shall return it to the person who filed it with a statement certifying wherein the petition is found insufficient. Such a petition may be amended and filed again as a new petition, or a different petition may be filed for the same candidate, ~~not less than forty (40) days before election prior to the qualifying deadline.~~ Such petitions shall be preserved by the Village Clerk in accordance with applicable record retention requirements.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

### 5.06. - Candidacy.

- A. No individual may qualify as a candidate for public office in the Village whose name appears on the same or another ballot for another office, whether federal, state, county or municipal, the term of which or part thereof runs concurrently with the office for which he seeks to qualify.

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- B. No individual may qualify as a candidate for public office who holds another elective office, whether state, county or municipal, the term of which or any part thereof runs concurrently with the term of office for which he seeks to qualify without resigning from such office not less than ten (10) days prior to filing for the office he intends to seek.
- C. Any individuals holding elective or appointive positions including members of any and all boards, within the Village, shall be required to resign to run for any elective office within the Village. Current elected or sitting officials must submit Notice a -notice of resignation shall be filed with to the Village clerk-Clerk on the day that the individual qualifies to run for elective office.-at least ten (10) calendar days before the beginning of the qualification period. Said resignation shall be effective no later than the day upon which he would assume office.
- D. Upon submission of a notice of resignation, an elected or appointed sitting commissioner who fails to be elected as mayor, shall not be appointed by the Commission until at least two (2) years after the resignation.

## 5.07. - Filing fee.

- A. A nonrefundable filing fee of ~~T~~two ~~H~~undred and ~~F~~fifty dollars (\$250) must be deposited with the Village Clerk at the time each petition is presented, and upon so submitting, concurrently therewith, the sworn statement of his or her name, address, occupation and willingness to serve shall also be filed. The name of each nominee for Commissioner or Mayor, who has complied with all requirements hereinbefore prescribed, shall be printed on the ballot as a candidate for the office of Commissioner or Mayor of the Village.
- B. If after filing for a particular Commission seat, an individual changes his mind and desires to run for a different Commission seat, he must first deliver written notice of his decision not to run for the original seat to the Village Clerk. He may then run for the other Commission seat after he again fully complies with the requirements hereinbefore described, as if filing for the first time, including, but not limited to, fully complying with the requirements of a new petition, and payment of a new nonrefundable filing fee.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

## 5.08. - Ballots.

All ballots used in any general or special election of the Commission held under authority of this Charter shall be without party mark or designation and without any insignia or mark of any association or organization thereon and shall be substantially in the same form as the election ballot used in all general state elections. The following additional provisions with respect to ballots used in any general or special election of the Commission shall also apply:

- A. The full names of all candidates nominated for the Commission as hereinbefore provided, except (those that) may have withdrawn, died or become ineligible, shall be printed on the official ballots. If two (2) candidates with the same surname or with names so similar as to be likely to cause confusion are nominated, the addresses of their places of residence may be placed with their names on the ballot.

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B. The names of the candidates shall be arranged in the alphabetical order of their surnames in the groups for which they qualify.

C. The order of presentation of groups shall be as follows:

Mayor

Harbor Island Commissioner

North Bay Island Commissioner

Treasure Island Commissioner

At-Large

Commissioner

## **5.09. - Absentee electors.**

The Village Clerk shall provide information regarding current state law requirements concerning absentee voting.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

## **5.10. - Watchers at election of Commission members.**

At each election of the Commission, any regularly nominated candidate shall be entitled, upon written application to the Village Clerk at least ten (10) days before the election, to appoint one (1) person and (1) one alternate to represent him as watcher and challenger at each polling place. Any person so appointed shall have all the rights and privileges prescribed by law for other watchers and challengers at any election in the same place, but under no circumstances shall a watcher and his alternate be allowed to remain within the voting place at the same time.

## **5.11. - Hours of voting.**

The polls shall open at seven o'clock a.m., (7 a.m.) and close at seven o'clock p.m. (7 p.m.)

## **5.12. - Election results.**

The candidate receiving a majority of the votes for each Commission seat and/or the Mayor's seat shall be elected for that seat. In the event that a seat has not been won by a majority, then a run-off election of the two (2) highest vote getters shall be held fourteen (14) days after the regular election. A tie vote between the two (2) candidates in the run-off election shall be decided by a toss of a coin between those candidates the following business day after said run-off election.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-33, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. I, 8-28-06, Election of 11-7-06)

## **5.13. - Canvass of returns.**

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The result of voting shall be certified by the Miami-Dade County Elections Department. The certification of election results shall be transmitted to the Commission at a meeting of the Commission to be held on the business day immediately following the election or, if the results have not yet been certified by Miami-Dade County Elections Department, as soon as possible thereafter. At this meeting, the Commission shall canvass the returns, and shall declare the results of the election. New officers shall be declared elected subsequent to canvass of election returns on the business day immediately following the general election, or, if the results have not yet been certified by Miami-Dade County Elections Department, as soon as possible thereafter. At such time the new officers shall be installed and shall enter upon the discharge of their duties. If a run-off election is necessary, the officers elected in that run-off shall be installed upon their certification, subsequent to canvass of returns on the business day immediately following the run-off election or, if the results have not yet been certified by Miami-Dade County Elections Department, as soon as possible thereafter, and shall thereupon enter upon the discharge of their duties.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. J, 8-28-06, Election of 11-7-06)

## **5.14. - Village employees soliciting votes.**

It shall be unlawful for any paid non-elective employees of the Village, while on duty or off duty and wearing any type of uniform or other definitive identification indicating that they are employees of the Village, to solicit votes, coerce directly or indirectly any elector or engage in any political activity in any municipal election or referendum in the Village or use his or her official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof. Any employee violating the provisions of this section shall be subject to immediate dismissal.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

## **5.15. - Initiative and referendum procedures.**

### **A. General.**

1. *Initiative.* The qualified voters of the Village shall have the power to propose ordinances to the Commission. If the Commission fails to adopt such an ordinance so proposed without any change in substance, then the qualified voters shall have the power to adopt or reject it at a Village election.
2. *Referendum.* The qualified voters of North Bay Village shall have power to require reconsideration by the Commission of any adopted ordinance. If the Commission fails to repeal an ordinance so reconsidered, then the qualified voters shall have the power to approve or reject it at a Village election.

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- B. *Commencement of proceedings.* Any five (5) qualified electors may commence initiative or referendum proceedings by filing with the Village ~~e~~lerkClerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered.

Promptly after the affidavit of the petitioners' committee is filed, the Village ~~e~~lerkClerk shall, at the committee's request, issue the appropriate petition blanks to the petitioners' committee at the committee's expense.

C. *Petitions.*

1. *Number of signatures.* Initiative and referendum petitions must be signed by qualified electors of the Village equal in number to at least ten ~~(10)~~ percent 10% of the total number of qualified electors registered to vote at the last regular Village election.
  2. *Form and content.* All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered, as well as language reflecting the ability of the Petitioners' committee to withdraw the subject petition, pursuant to § 5.15 (F)(3) of this Charter.
  3. *Affidavit of circulator.* Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that he personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his presence, that he believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.
  4. *Time for filing referendum petitions.* Referendum petitions must be filed within sixty (60) days after adoption by the Commission of the ordinance sought to be reconsidered.
- D. *Procedure for filing.* Certificate of ~~e~~lerkClerk; amendment. Within twenty (20) days after the initiative petition or referendum petition is filed, the Village Clerk shall determine whether each petition paper is in proper form according to subsections C(2) and (3) hereinabove. Within ten (10) days from determining that the petition is in proper form, the Village Clerk shall transmit the petition papers to the Miami-Dade County Department of Elections for purposes of determining whether the petition as a whole has been signed by a sufficient percentage of the Village electors. The Miami-Dade County Elections Department shall complete a certificate as to the petition's sufficiency. ~~S;~~ such certificate shall specify if it is insufficient, and the Village Clerk shall promptly send a copy of the certificate to the petitioners' committee by registered mail, return receipt requested. A petition certified insufficient for lack of the required number of valid signatures may be amended one (1) time within ten (10) business days after receipt of notification; such supplementary petition shall comply with all prior requirements and within five (5) business days after it is refiled, the Village Clerk shall transmit same to the Miami-Dade County Department of Elections for purposes of issuing a certificate as to the sufficiency of the petition as amended, whereupon the Village Clerk shall send a copy of such certificate to the petitioners' committee by

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registered mail, return receipt requested, as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient, the Village Clerk shall promptly present the certificate to the Commission, and the certificate shall then be a final determination as to the sufficiency of the petition.

- E. *Conclusion of Referendum Process.* The referendum process shall be concluded:
- (1) When the petitioners' committee withdraws the petition; or
  - (2) When the Commission repeals the ordinance; or
  - (3) After a vote of the electorate on repeal of the ordinance has been certified, and such certification has been accepted by the Commission.
- F. *Action by Commission*
1. *Action by Commission.* When an initiative or referendum petition has been finally determined sufficient by the Miami-Dade County Elections Department, the Commission shall promptly consider the proposed initiative ordinance in the manner provided in Article III or reconsider the referred ordinance by voting its repeal. If within [thirty \(-30\)](#) days of the issuance of a certificate of a petition's sufficiency by the Miami-Dade County Elections Department, the Commission fails to either (as the case may be) adopt a proposed initiative ordinance without any change in substance or fails to repeal the referred ordinance, it shall submit the proposed or referred ordinance to the voters of the Village.
  2. *Submission to voters.* The vote of the Village on a proposed or referred ordinance shall be held not less than thirty (30) days and not later than sixty (60) days from issuance of the Miami-Dade County Elections Department's certificate as to petition's sufficiency. If no regular Village election is to be held within the period described in this subsection, the Commission shall provide for a special election. Copies of the proposed or referred ordinance shall be made available at the Village Clerk's office.
  3. *Withdrawal of petitions.* An initiative or referendum petition may be withdrawn at any time prior to the tenth day preceding the day scheduled for a vote of the Village by filing with the Village Clerk a request for withdrawal signed by at least four (4) members of the petitioners' committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings shall be terminated.
- G. *Results of election.*
1. *Initiative.* If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon acceptance by the Commission of the certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the Commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. If an initiative ordinance is voted upon by the Village electors and is defeated, it may not be brought forth for consideration as an initiative within one year from date of this election.
  2. *Referendum.* If a majority of the qualified electors voting on a referred ordinance vote for its repeal, it shall be considered repealed upon the Commission's acceptance of the certification of the election results. Should a majority defeat the referendum for repeal



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of the ordinance, such referendum action cannot be brought up again for a period of one (1) year from the date of the election.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. K, 8-28-06, Election of 11-7-06)

## **ARTICLE VI. - BOARDS**

### **6.01. - Advisory boards.**

The Commission may by ordinance establish advisory boards to assist the Commission or the Village. Advisory board members must be either residents of the Village, or owners of businesses located within the confines of the Village, or designees of such business owners. Advisory Board members shall serve a two (2) year term concurrent with the regular scheduled election of the Commission. A majority of the members of each advisory board must be residents of the Village. The Commission may appoint ex officio non-voting members to the board who do not meet the requirements set forth above. The members of advisory boards shall serve without compensation and may be removed at any time by a majority vote of the entire Commission. The Commission may also terminate any advisory board at any time that it deems that such board has fulfilled its purpose. Any vacancy occurring on an advisory board shall be filled within 30 days of the occurrence of the vacancy, in the same manner as the original appointment.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

### **6.02. - Civil service.**

#### **A. *Civil Service Board.***

~~1-~~ The Commission may by ordinance establish a civil service system and appoint the members, other than employee members, to the Civil Service Board, who are registered voters. Such ordinance shall provide the duties, responsibilities, terms of membership and conditions for removal of members from the Civil Service Board as well as all other terms and provisions of the civil service system.

#### **B. *Employees covered by collective bargaining agreement.***

Any civil service system established by ordinance and the civil service rules and regulations adopted pursuant thereto shall not apply to nor be maintained for regular employees in the classified service who are covered by a collective bargaining agreement, unless otherwise provided in such agreement.

### **6.03. - Planning and Zoning Board.**

A. The Commission shall establish by ordinance a Planning and Zoning Board. Such ordinance shall provide the powers, duties, responsibilities, terms of membership, length of terms, and conditions for removal of members of the Planning and Zoning Board.

B. Where the Planning and Zoning Board by unanimous vote of its full membership has presented a negative recommendation to the Village Commission relating to a request for a

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variance or special use exception, it shall require the Village Commission to act by at least four (4) affirmative votes in order to grant such request for variance or special use exception.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

## **ARTICLE VII. - FINANCE AND TAXATION**

### **7.01. - State Law applicable.**

Matters pertaining to finance and taxation shall be governed by State law.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

### **7.02. - Independent audits.**

At the beginning of each calendar year, or as soon thereafter as practical, the Commission shall designate one or more qualified certified public accountants, who may be the regular auditors of the Village and who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transaction of the Village government. They shall submit their report to the Commission no later than at a regularly scheduled April Commission meeting. A copy of the audit shall be made available for inspection in the office of the Village Manager. The accountants shall have no personal interest, direct or indirect, in the fiscal affairs of the Village. Within specifications approved by the Commission the accountants shall post-audit the books and documents kept by or under the direction of the Village Manager and any and all separate or subordinate accounts kept by any other office, department or agency of the Village government. The Commission may also designate one or more qualified certified public accountants to conduct special audits at other times, or monthly or continuing audits as it may consider in the public interest. A copy of such special audits will also be made available for public inspection.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

### **7.03. - Preparation and submission of budget.**

The Village Manager, at least sixty (60) days prior to the beginning of each fiscal year, shall submit to the Commission a budget and an explanatory budget message in the form and with the contents provided by this Charter. For such purpose, he shall obtain from the head of each office, department or agency of the Village estimates of revenue and expenditure of that office, department or agency detailed by organization units and character and object of expenditure, and such other supporting data as he may request; together with an estimate of all municipal projects pending, or which such department head believes should be undertaken:

- A. Within the budget year, and

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- B. Within the five (5) next succeeding years.

In preparing the budget, the Village Manager shall review and revise the estimates as he may deem advisable.

- A. *Budget message.* The budget message submitted by the Village Manager to the Commission shall be explanatory of the budget, shall contain an outline of the proposed financial policies of the Village for the fiscal year and shall describe in connection therewith the important features of the budget plan. It shall set forth the reasons for salient changes from the previous year in costs and revenue items and shall explain any proposed major changes in financial policy.
- B. *Budget for municipal improvements.* As a part of the budget message, with relation to the proposed expenditures for down payments and other proposed expenditures for municipal projects stated in the budget, the Village Manager shall include a statement of pending municipal projects and proposed new municipal projects for the fiscal year and for the five (5) fiscal years succeeding that fiscal year, together with his comments thereon and any estimates of costs prepared by him or by any other office, department or agency of the Village. The budget message shall also detail the prospective amounts for municipal projects proposed to be raised by appropriation in the budget and the respective amounts, if any, proposed to be raised by the issuance of bonds and certificates or notes during the fiscal year or thereafter.
- C. *Supporting schedules, etc.* Attached to the budget message shall be such supporting schedules, exhibits and other explanatory material, in respect to both current operations and municipal projects as the Village ~~manager~~Manager shall believe to be useful.
- D. *Scope of budget; contents.* The budget shall provide a complete financial plan for the fiscal year. It shall contain in tabular form:
1. A general summary;
  2. Detailed estimates of all anticipated revenues;
  3. Detailed estimates of all proposed expenditures.
- E. *Anticipated revenues.* In parallel columns opposite the several items of anticipated revenues there shall be placed the amount of each item in the budget of the current fiscal year and amount actually received to the time of preparing the budget, plus receipts for the remainder of the current fiscal year estimated as accurately as possible, plus the amount received for each item in each of the two (2) prior fiscal years.
- F. *Proposed expenditures.* In parallel columns opposite the several items of proposed expenditures, there shall be placed the amount of each such item in the budget of the current year, and the amount actually expended to the time of preparing the budget, plus the expenditures for the remainder of the current fiscal year estimated as accurately as possible, plus the amounts expended for each item in each of the two (2) prior fiscal years.
- G. *Budget and message to be public record.* The budget and budget message and all supporting schedules shall be a public record in the office of the Village Clerk open to public inspection.

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- H. *Notice of final budget meeting.* At the meeting of the Commission at which the budget and budget message are submitted, the Commission shall determine the place and time of the two public hearings and the final meeting on the budget and shall cause to be posted on the designated official bulletin board of the Village a notice of the places and times not less than ten (10) days prior to the dates on which the Commission will hold the meetings.

If the budget calls for any increase in taxes by the Village, the Village shall endeavor to send a notice of the date of the final budget meeting to each property owner in the Village files and also to those who submit requests to be so notified. With such notice the anticipated increase of taxes shall also be mentioned. The Village Manager shall comply with all provisions of state law relative to procedures in the event of property tax increases.

- I. *Vote required to adopt.* The final budget and millage rate shall be adopted by at least three (3) affirmative votes of the Commission.
- J. *Effective date; certification.* Upon final adoption, the budget shall be in effect for the fiscal year. A copy of the budget as finally adopted shall be certified by the Village Manager and shall be available for inspection by any and all persons in the office of the Village Clerk.
- K. *Effective date.* From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriate to the objects and purposes therein named.
- L. *Adoption.* The Commission shall by resolution adopt the budget on or before the thirtieth day of September of each year. If it fails to adopt the budget by this date, the Commission, by resolution, may direct that the amounts appropriated for current operation for the current fiscal year shall be deemed adopted for the ensuing fiscal year for a period of thirty (30) days and renewed by resolution each thirty (30) days with all items in it prorated accordingly, until such time as the Commission adopts a budget for the ensuing fiscal year. A resolution adopting an annual budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated.
- M. *Appropriation amendments during the fiscal year.*
1. *Supplemental appropriations.* If during the fiscal year revenues in excess of those estimated in the budget are available for appropriation, the Commission, by resolution, may make supplemental appropriations for the year for projects, activities or undertakings deemed necessary by the Commission up to the amount of such excess, provided, however, the resolution to expend such funds receives at least three (3) affirmative votes of the Commission.
  2. *Reduction of appropriations.* If at any time during the fiscal year it appears probable to the Village Manager that the revenues available will be insufficient to meet the amount appropriated, he shall report to the Commission without delay, indicating the estimated amount of the deficit, any remedial action taken by him and his recommendations as to any other steps to be taken. The Commission shall then take such further action as it deems necessary to prevent or minimize any

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deficit and for that purpose it may by resolution reduce one (1) or more appropriations.

3. Limitations; effective date. No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof.

The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon its adoption by resolution.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. L, 8-28-06, Election of 11-7-06)

## **7.04. - Monthly report of expenditures.**

At the first Commission meeting of each month, the Village Manager shall present a detailed report of the expenditures for the prior month. (Res. No. regarding 92-23, § 2, 9-15-92, Election of 11-3-92; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

## **7.05. - State and county law to apply to taxation.**

The general laws of the State of Florida and the County of Miami-Dade upon the subject of taxation shall apply to and govern in the assessment, levy and collection of taxes of the Village and in return and sale of property delinquent therefor and shall also apply and govern with respect to the powers, duties and liabilities of persons and property touching and concerning such taxes, and shall have full force and effect in said Village as far as same may be applicable.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

## **7.06. - Correcting assessments.**

All provisions in the Charter relating to local assessment for special assessments are directory and any errors, defects or omissions in assessments, levies, sales or proceedings may be corrected at any time.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

## **7.07. - Bank depositories.**

- A. *Designation.* It shall be the duty of the Commission to designate the bank or banks to be depositories for the funds of the Village. If there be more than one, the distribution of the several funds shall be made as directed by the Commission.
- B. *Bond or Security* All Village depositories shall furnish such bond or security as required by State law.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00<sub>[rm7]</sub>)

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## ARTICLE VIII. - BORROWING FOR MUNICIPAL PROJECTS

### ~~8.01. State Law applicable.~~

Matters pertaining to borrowing for municipal projects shall be governed by State law.

## ARTICLE IX. - GENERAL PROVISIONS~~MISCELLANEOUS~~

### 9.01. - Right of eminent domain.

The Village may exercise the right and power of eminent domain; that is, the right to appropriate property, without the owner's consent, for a public purpose.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

### ~~9.02. Charter amendments<sup>[rm8]</sup>.~~

- ~~A. Except with regard to Charter provisions concerning municipal boundaries, North Bay Village may adopt, amend, or revoke its Charter or abolish its existence in the following manner: The Village Commission shall, within one hundred twenty (120) days after adopting a resolution or after the certification of a petition of ten percent (10%) of the qualified electors of the municipality, draft or have drafted by a method determined by a North Bay Village ordinance, a proposed charter amendment, revocation, or abolition which shall be submitted to the electors of North Bay Village. Unless an election occurs not less than sixty (60), nor more than one hundred twenty (120) days after the draft is submitted, the proposal shall be submitted at a special election within that time. No less than thirty (30) days prior to such election the Village Clerk shall make available a copy of the proposed amendment for examination.~~
- ~~B. Upon adoption of an amendment to the Charter of the Village by a majority of the electors voting in a referendum upon such amendment, the Commissioners shall have the amendment incorporated into the Charter and shall file the revised Charter with the Department of State of the State of Florida, at which time the revised Charter shall take effect.~~
- ~~C. The Village may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State of the State of Florida pursuant to the provision of section B.~~
- ~~D. The Village, by unanimous vote of the Commission, may abolish municipal departments provided for in this Charter and amend provisions or language out of the Charter which has been judicially construed to be contrary to either the state or federal constitution.~~
- ~~E. Any provision of the Charter which conflicts with any federal, state or county law shall automatically be changed to conform to such federal, state or county law.~~

~~(Res. No. 2000-41, 11-8-00, Election of 11-7-00)~~

### 9.0302. - Non-discrimination.

No person shall be deprived of any right because of race, religion, sex, sexual orientation, place of origin or physical handicap.

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(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. M, 8-28-06, Election of 11-7-06)

## **9.0403. - Records and accounts to be open to public.**

All public records and accounts of every office, department or agency of the Village shall be open to inspection as provided by state law.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

## **9.0504. - Bonds of officers and employees.**

Any officers or employees of the Village who have check signing authority or access to Village accounts shall post bond in such amount and with such surety as may be approved by the Commission. The premiums of such bonds shall be paid by the Village.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

## **9.0605. - Oath of office/employment.**

Every officer and employee of the Village shall, before entering upon the duties of his office, take and subscribe to the following oath or affirmation, to be filed and kept in the office of the Village ~~clerk~~Clerk:

I \_\_\_\_\_, a legal resident of the State of Florida, and being employed by or an officer of North Bay Village, Florida and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support and obey the Constitution and the laws of the United States and of the State of Florida, and that I will, in all respects, observe the provisions of the Charter and Ordinances of the Village.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

## **9.0706. - Scope of authority.**

The Village is hereby authorized and empowered in the manner herein provided to cause any waterway within said Village to be bulkheaded; to cause groins or jetties to be constructed along the shore to protect the land area from the effects of tides and winds; to cause boardwalks or other walls or seawalls to be constructed in its public parks and upon or along any property of said Village, or in which it has a perpetual easement, or which is dedicated to said Village or the public along or near the shore; to cause any and all highways, by whatever designation they may be known, or any part thereof, to be lighted, graded, paved, repaved, macadamized and to cause curbs and gutters to be constructed thereupon, and sanitary sewers, storm sewers and other drains to be laid or constructed in any such highway, or part thereof, and/or in any right-of-way or easement

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granted to or acquired by said Village or any dedicated way, and to provide for the payment of the cost thereof through special assessments.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

## **9.0807. - North Bay Island zoning.**

Land use and future development of North Bay Island in the Village is hereby restricted to single family residential usage.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

## **9.08. North Bay Village density**

Any increase to North Bay Village density requirements will require majority approval from the voters of North Bay Village.

## **9.09 . Insurance benefits for elected officials and the Village Manager.**

North Bay Village shall not pay life, health and/or dental insurance benefits for the elected Village officials and/or their family dependents without prior approval by the electorate at a referendum.

(Res. No. R91-28, § 2, 9-16-91, Election of 11-12-91; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

Editor's note— It should be noted that Res. No. R92-28, adopted Sept. 15, 1992 and approved by the electorate on Nov. 3, 1992, provided that, effective as of Oct. 1, 1992, the Village Manager shall be entitled to the same health and dental insurance benefits provided to other full-time Village employees.

## **9.10 . - Retirement System.**

The Commission may establish and create by ordinance a retirement system for any or all groups of officers, agents or employees of the Village.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

## **4.03. 9.11 Nepotism.**

No person related up to the second degree of consanguinity or affinity to an elected or appointed Village official (department head and above) shall be eligible to hold a remunerative position with the Village. Any appointed Village official who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal. This provision may be waived during conditions deemed as emergencies by the Village Commission.



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(Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

## 4.04. 9.12 Conflict of interest.

Appointed officials and employees shall comply with applicable conflict of interest laws, including Florida Statutes Chapter 112, Part 3, as well as Miami-Dade County Code § 2-11.1.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

## 10.14. – 9.13 Violation.

Village officials and employees shall follow the provisions of this Charter.

(Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

## ARTICLE X. CHARTER AMENDMENTS AND TRANSITION

### ~~10.01. Title of Charter<sup>[rm9]</sup>.~~

~~This Charter adopted by the people of the Village shall be known as and may be cited as the Charter of the Village. The results of the vote on this Charter shall be announced and recorded at that Commission meeting which immediately follows the day of voting.~~

### ~~10.02. Effective date.~~

~~If approved by the Village's electorate, this Charter shall take effect upon the Commission's acceptance of certification of election results of the General Election held on November 7, 2006.~~

~~(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. N, 8-28-06, Election of 11-7-06)~~

### 10.13. -10.01 Revision provision.

- A. This Charter of the Village must be reviewed six (6) years from November 8, 2000 and each sixth year thereafter by an Advisory Charter Review Board Appointed by the Commission with a minimum of five (5) members with at least one (1) representative from each island; any proposed revisions to the Charter must meet the approval of the qualified electors of the Village at an election to be held at the same time as the regularly scheduled municipal Commission election immediately following each sixth year Charter review.
- B. It shall be the duty of the Planning & Zoning Board, in cooperation with the Village Attorney, to continuously review the provisions of the zoning regulations, the Comprehensive Master Plan and the Zoning District Map and offer recommendations for the improvement thereof to the Village Commission at maximum intervals of five years commencing in 2013.

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(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-36, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. O, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

## 9.02. 10.02 Charter amendments.

- A. Except with regard to Charter provisions concerning municipal boundaries, North Bay Village may adopt, amend, or revoke its Charter or abolish its existence in the following manner: The Village Commission shall, within one hundred twenty (120) days after adopting a resolution or after the certification of a petition of ten (10%) percent of the qualified electors of the municipality, draft or have drafted by a method determined by a North Bay Village ordinance, a proposed charter amendment, revocation, or abolition which shall be submitted to the electors of North Bay Village. Unless an election occurs not less than sixty (60), nor more than one hundred twenty (120) days after the draft is submitted, the proposal shall be submitted at a special election within that time. No less than thirty (30) days prior to such election the Village Clerk shall make available a copy of the proposed amendment for examination.
- B. Upon adoption of an amendment to the Charter of the Village by a majority of the electors voting in a referendum upon such amendment, the Commissioners shall have the amendment incorporated into the Charter and shall file the revised Charter with the Department of State of the State of Florida, at which time the revised Charter shall take effect.
- C. The Village may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State of the State of Florida pursuant to the provision of section B.
- D. The Village, by unanimous vote of the Commission, may abolish municipal departments provided for in this Charter and amend provisions or language out of the Charter which has been judicially construed to be contrary to either the state or federal constitution.
- E. Any provision of the Charter which conflicts with any federal, state or county law shall automatically be changed to conform to such federal, state or county law.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

## **10.03. - Ordinances and state and county law unimpaired.**

Nothing in this Charter shall be so construed as to alter, abolish, affect or amend the following: (1) Any of the laws of this state now in force or which hereafter (shall) be enacted relative to towns and cities of the state, incorporated under the general law; or (2) any of the laws of Miami-Dade County; (3) any of the ordinances of the Village, now in force under the municipal government of the Village, except for those that are in conflict with the provisions of this Charter, and these conflicting ordinances are hereby repealed. All such state and county laws and all nonconflicting ordinances of the Village are hereby declared to be in full force and effect.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

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## **10.04. - Rights and privileges of officers, etc., not impaired.**

Nothing contained in this Charter, except as specifically provided, shall affect or impair the rights or privileges of any officer or employee of the Village or of any office, department or agency existing at the time when this Charter shall take effect, or any provision of law in force at the time when this Charter shall take effect and not inconsistent with the provisions of this Charter, in relation to the duties, responsibilities and emoluments of officers and employees of the Village. This provision shall not be construed to vest in any officer or employee any right or rights not specifically vested herein.

## **10.05. - Pending matters.**

All rights, claims, actions, orders, contracts and legal or administrative proceedings involving the Village shall continue in accordance with their terms and, to the extent applicable, the Charter of the Village as in existence at the time of their occurrence or imposition, as applicable.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

## **10.06. - Contracts and public improvements.**

All contracts entered into by the Village, or for its benefit, prior to the taking effect of this Charter, shall continue in full force and effect. Public improvements for which legislative steps have been taken under laws or Charter provisions existing at the time this Charter takes effect may be carried to completion as nearly as practicable in accordance with the provisions of such existing laws and Charter provisions.

## **10.07. - Pending suits and proceedings not affected.**

No action or proceeding, civil or criminal, pending at the time when this Charter shall take effect, brought by or against the Village or any office, department or agency or officer thereof, shall be affected or abated by the adoption of this Charter or by anything herein contained.

## **10.08. - Former acts confirmed.**

All acts and proceedings of the various officers and employees of the Village before the approval of this Charter are hereby approved, confirmed and validated as of the dates the same were made or done.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

## **10.09. - Continuations of existing laws.**

Insofar as the provisions of this Charter are the same in terms or in substance and effect as provisions of law in force when this Charter shall take effect, relating to or

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affecting the Village, the provisions of this Charter are intended to be not a new enactment but a continuation of such provisions of law and this Charter shall be so construed and applied.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

## **10.10. - Transition ordinances.**

The Commission shall adopt ordinances and resolutions required to effect the transition. Ordinances adopted within sixty (60) days of the first Commission meeting under this Charter for the purpose of facilitating the transition may be passed as emergency ordinances following the procedures in Article III except that transition ordinances shall be effective for up to ninety (90) days after enactment. Thereafter such ordinances may be readopted, renewed or otherwise continued only in the manner prescribed for normal ordinances in Article III.

## **10.11. - Resolving conflicts within charter.**

Should there be a conflict or apparent conflict in the provisions of any one section of this Charter or between two (2) or more sections thereof, then the Village Attorney shall resolve such conflict or apparent conflict by a written ruling which shall be legal and binding unless invalidated by a court of competent jurisdiction.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

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## 10.12. - Severability clause.

If any section or part of section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

## ~~10.13. - Revision provision<sup>[rm10]</sup>-~~

~~A. — This Charter of the Village must be reviewed six (6) years from November 8, 2000 and each sixth year thereafter by an Advisory Charter Review Board Appointed by the Commission with a minimum of five (5) members with at least one (1) representative from each island; any proposed revisions to the Charter must meet the approval of the qualified electors of the Village at an election to be held at the same time as the regularly scheduled municipal Commission election immediately following each sixth year Charter review.~~

~~B. — It shall be the duty of the Planning & Zoning Board, in cooperation with the Village Attorney, to continuously review the provisions of the zoning regulations, the Comprehensive Master Plan and the Zoning District Map and offer recommendations for the improvement thereof to the Village Commission at maximum intervals of five years commencing in 2013.~~

~~(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-36, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. O, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)~~

## ~~10.14. - Violation<sup>[rm11]</sup>-~~

~~Village officials and employees shall follow the provisions of this Charter.~~

~~(Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)~~

**Section 3. Election Called.** That a Special Election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of North Bay Village, the ballot question provided in Section 4 of this Resolution. The Village Commission may, by Resolution, call another date of election for any ballot question not passed by the qualified electors of North Bay Village, or in the event it finds that unforeseen circumstances require it to do so.

**Section 4. Form of Ballot.** That the form of ballot for the Charter Amendment provided for in Section 2 of this Resolution shall be substantially as follows:

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## *Charter Update*

It is proposed that the Charter be amended to 1) update and re-organize certain provisions, 2) consolidate redundant language, 3) reflect non-substantive stylistic and technical changes, along with amendments needed for conformity, consistency of statutory authority, and implementation, and 4) authorize Council to enact implementing legislation and codification.

Shall the above-described Charter Amendment be adopted?

Yes

No

**Section 5. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and the second publication to be in the third week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and shall be in substantially the following form:

### **“NOTICE OF ELECTION**

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE NORTH BAY VILLAGE COMMISSION, A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 6, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.**

# Agenda Item 10

## *Charter Update*

It is proposed that the Charter be amended to 1) update and re-organize certain provisions, 2) consolidate redundant language, 3) reflect non-substantive stylistic and technical changes, along with amendments needed for conformity, consistency of statutory authority, and implementation, and 4) authorize Council to enact implementing legislation and codification.

Shall the above-described Charter Amendment be adopted?

Yes

No

**Polling place information and the full text of the proposed Village Charter Amendments as set forth in the enabling Resolution, is available at the office of the Village Clerk located at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141.**

\_\_\_\_\_  
Villager Clerk

**Section 6. Balloting.** That balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County (“County”) Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The Village Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution.

# Agenda Item 10

**Section 7.**     **Copies.**     That copies of this Resolution proposing the Charter Amendment, is on file at the offices of the North Bay Village Clerk located at 1666 Kennedy Causeway, # 300, North Bay Village, Florida 33141, and is available for public inspection during regular business hours.

**Section 8.**     **Effectiveness.**     That the Charter Amendment provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the Charter Amendments vote for adoption, and shall be considered adopted and effective upon certification of the election results. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter. Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

**Section 9.**     **Inclusion in the Charter.**     That subject to the requirements of Section 8 above, it is the intention of the Mayor and Village Commission, and it is hereby provided, that the Charter Amendments shall become and be made a part of the North Bay Village Charter and that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.



# Agenda Item 10

**Section 10. Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 11. Conflicts .** That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 12. Effective Date.** That this Resolution shall take effect immediately upon adoption.

## 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 30th day of July 2018.

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

## ATTEST:

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

# Agenda Item 10

**APPROVED AS TO FORM:**

---

Norman C. Powell, Esq.  
Village Attorney

North Bay Village Resolution: 2018 Charter Update

# Agenda Item 1P

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

**A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS A PROPOSED AMENDMENT PROHIBITING PERSONS RELATED TO ELECTED OR APPOINTED VILLAGE OFFICIALS, INCLUDING DEPARTMENT HEADS AND ABOVE FROM HOLDING A REMUNERATIVE POSITION WITH THE VILLAGE IN SECTION 4.03 OF THE NORTH BAY VILLAGE CHARTER, PURSUANT TO SECTION 10.13 OF NORTH BAY VILLAGE CHARTER AND SECTION 6.03 OF THE MIAMI-DADE COUNTY CHARTER, AND IN ACCORDANCE WITH THE COMPREHENSIVE REVIEW AND RECOMMENDATIONS OF THE NORTH BAY VILLAGE CHARTER REVIEW BOARD, AS REVIEWED, REVISED, AND APPROVED FOR SUBMITTAL BY THE NORTH BAY VILLAGE COMMISSION; PROVIDING FOR REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL; CALLING FOR A SPECIAL ELECTION ON THE PROPOSED AMENDMENT TO NORTH BAY VILLAGE CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR INCLUSION IN THE VILLAGE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, Section 10.13 of the North Bay Village (“Village”) Charter and Section 6.03 of the Miami-Dade County Charter, provide the manner in which Charter amendments shall be proposed; and

**WHEREAS**, pursuant to the comprehensive review and recommendations of the Village Advisory Charter Review Board, the Village Commission desires to submit the proposed Charter amendment for approval or rejection by the electorate; and

**WHEREAS**, pursuant to law, the electors of the Village shall have the power to approve or reject at the polls, any of the proposed Charter amendments submitted by the Village Commission to a vote of the electors.

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

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

# Agenda Item 1P

**Section 2. Charter Amendment.** That pursuant to Section 10.13 of the Village Charter and Section 6.03 of the Miami-Dade County Charter, and in accordance with the comprehensive review and recommendations of the Village Advisory Charter Review Board, North Bay Village Charter is hereby amended by revising section 4.01 (C) to read as follows:

## CHARTER OF NORTH BAY VILLAGE, FLORIDA

\* \* \*

### **4.03. - Nepotism.**

No person related ~~up to the second degree of consanguinity or affinity~~ to an elected or appointed Village official (department head and above) shall be eligible to hold a remunerative position with the Village. Any appointed Village official who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal. This provision may be waived during conditions deemed as emergencies by the Village Commission.

(Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

**Section 3. Election Called.** That an election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of North Bay Village, the ballot question provided in Section 4 of this Resolution. The Village Commission may, by Resolution, call another date of election for any ballot question not passed by the qualified electors of North Bay Village, or in the event it finds that unforeseen circumstances require it to do so.

**Section 4. Form of Ballot.** That the form of ballot for the Charter Amendment provided for in Section 2 of this Resolution shall be substantially as follows:

#### *Nepotism.*

The current Charter prohibits any person related up to the second degree of consanguinity or affinity to an elected or appointed Village official (department head and above) from holding a remunerative position with the Village. It is proposed that the Charter be amended to prohibit any person related to an elected or appointed Village official, including department head and above from holding a remunerative position with the Village.

# Agenda Item 1P

Shall the above-described Charter Amendment be adopted?

Yes

No

**Section 5. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the Village at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and the second publication to be in the third week prior to the election (to-wit: during the week commencing \_\_\_ day of \_\_\_\_\_, 2018), and shall be in substantially the following form:

## “NOTICE OF ELECTION

**PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE NORTH BAY VILLAGE COMMISSION, A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 6, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.**

*Nepotism.*

The current Charter prohibits any person related up to the second degree of consanguinity or affinity to an elected or appointed Village official (department head and above) from holding a remunerative position with the Village. It is proposed that the Charter be amended to prohibit any person related to an elected or appointed Village official, including department head and above from holding a remunerative position with the Village.

Shall the above-described Charter Amendment be adopted?

Yes

No

# Agenda Item 1P

**Polling place information and the full text of the proposed Village Charter Amendments as set forth in the enabling Resolution, is available at the office of the Village Clerk located at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141.**

---

**Villager Clerk**

**Section 6.    Balloting.**    That balloting shall be conducted between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election. Absentee ballots shall be available. Early voting shall be provided in conjunction with the general election. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County (“County”) Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The Village Clerk and the County Supervisor of Elections are hereby authorized to take all appropriate action necessary to carry into effect and accomplish the provisions of this Resolution.

**Section 7.    Copies.**    That copies of this Resolution proposing the Charter Amendment, is on file at the offices of the North Bay Village Clerk located at 1666 Kennedy Causeway, # 300, North Bay Village, Florida 33141, and is available for public inspection during regular business hours.

**Section 8.    Effectiveness.**    That the Charter Amendment provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the Charter Amendments vote for adoption, and shall be considered adopted and effective upon certification of the election results. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter.

# Agenda Item 1P

Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

**Section 9.** **Inclusion in the Charter.** That subject to the requirements of Section 8 above, it is the intention of the Mayor and Village Commission, and it is hereby provided, that the Charter Amendments shall become and be made a part of the North Bay Village Charter and that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.

**Section 10.** **Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 11.** **Conflicts** . That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 12.** **Effective Date.** That this Resolution shall take effect immediately upon adoption.

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

**FINAL VOTE AT ADOPTION:**

# Agenda Item 1P

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

PASSED and ADOPTED this 30th day of July 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: 2018 Charter Amendment – Section 4.03 - Nepotism.



# Agenda Item 2A

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 6, 2018 IN NORTH BAY VILLAGE, FLORIDA, FOR THE PURPOSE OF ELECTING A MAYOR, A HARBOR ISLAND COMMISSIONER, AND AN AT-LARGE COMMISSIONER; PROVIDING FOR CONDUCT OF SAME BY THE MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; PROVIDING THAT VOTING PRECINCTS SHALL BE THOSE AS ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF ELECTIONS; PROVIDING FOR THE FORM OF BALLOT; PROVIDING ABSENTEE BALLOTING AND REGISTRATION OF VOTERS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PAYMENT TO MIAMI-DADE COUNTY FOR CONDUCTING THE ELECTION; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE CLERK YVONNE P. HAMILTON)**

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

**Section 1.**

In accordance with the provisions of the Charter of North Bay Village, Florida, a General Election is hereby called and directed to be held in North Bay Village, Florida from 7:00 a.m. to 7:00 p.m. on November 6, 2018 for the purpose of electing two (2) Village Commissioners and a Mayor, each of whom shall hold office for the terms provided by law.

**Section 2.**

That the appropriate and proper Miami-Dade County election officials shall conduct the said General Election hereby called, except for acceptance of the certification of the results of said General Election, which duty shall be performed by the Village Commission.

# Agenda Item 2A

## Section 3.

That the said voting precincts in the Village of said General Election shall be as established by the proper and appropriate Miami-Dade County Election Officials. All electors shall vote at the polling places and the voting precincts, in which the OFFICIAL REGISTRATION BOOKS show that the said electors reside.

Registration of persons desiring to vote in the General Election shall be in accordance with the general laws of the State governing voter registration.

## Section 4.

Not less than thirty days notice of said General Election should be given by publication in a newspaper of general circulation in North Bay Village, Miami-Dade County, Florida. Such publication shall be made in accordance with the provisions of Section 100.342, Florida Statutes.

## Section 5.

The notice of election shall be substantially in the following form:

NORTH BAY VILLAGE, FLORIDA

NOTICE OF GENERAL ELECTION

NOTICE IS HEREBY GIVEN THAT A GENERAL ELECTION HAS BEEN CALLED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AND WILL BE HELD IN SAID VILLAGE FROM 7:00 A.M. UNTIL 7:00 P.M. ON TUESDAY, NOVEMBER 6, 2018, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO (2) VILLAGE COMMISSIONERS, EACH OF WHOM SHALL HOLD OFFICE FOR TERMS AS PROVIDED BY LAW.

# Agenda Item 2A

Said notice shall further set forth the several polling places in the election precincts as established in accordance with Section 3 hereof, and shall further set forth pertinent information regarding eligibility of electors to participate in said election.

## **Section 6.**

That the official ballot to be used in the General Election to be held on November 6, 2018, hereby called, shall be in substantially the following form, to-wit:

**“OFFICIAL BALLOT”**  
**GENERAL ELECTION**  
**FOR**  
**ELECTING A MAYOR**  
**AND TWO (2) COMMISSIONERS**  
**OF**  
**NORTH BAY VILLAGE, FLORIDA**  
**ON NOVEMBER 6, 2018**

Vote for one (1) only:

(Insert names of candidates here)

**MAYOR**

\_\_\_\_\_

\_\_\_\_\_

# Agenda Item 2A

## FOR VILLAGE COMMISSIONERS

(Insert names of candidates here)

HARBOR ISLAND  
COMMISSIONER

---

---

(Insert names of candidates here)

AT LARGE  
COMMISSIONER

---

---

The Village Clerk shall prepare the ballot so that the names of qualified candidates will appear on said ballot in alphabetical order according to surname; provided, however, that said ballot and its preparation shall be such as to permit compliance with the Laws of the State of Florida with respect to the use of an electronic voting system.

### Section 7.

That the absentee voters participating in said General Election shall be entitled to cast their ballots in accordance with the provisions of the Laws of the State of Florida with respect to absentee voting.

### Section 8.

That North Bay Village shall pay all expenses for conducting this General Election and will pay to Miami-Dade County or directly to all persons or firms, upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

# Agenda Item 2A

## Section 9.

This Resolution shall be effective immediately 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 Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Eddie Lim	_____

**PASSED** and **ADOPTED** this 30th day of July 2018.

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

ATTEST:

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

APPROVED AS TO FORM:

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

North Bay Village Resolution: Calling General Election: November 6, 2018.

# Agenda Item 2A



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM North Bay Village

**DATE:** July 27, 2018  
**TO:** Lewis Velken  
Interim Village Manager  
**FROM:** Yvonne P. Hamilton  
Village Clerk  
**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, CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 6, 2018 IN NORTH BAY VILLAGE, FLORIDA, FOR THE PURPOSE OF ELECTING A MAYOR, A HARBOR ISLAND COMMISSIONER, AND AN AT-LARGE COMMISSIONER; PROVIDING FOR CONDUCT OF SAME BY THE MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; PROVIDING THAT VOTING PRECINCTS SHALL BE THOSE AS ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF ELECTIONS; PROVIDING FOR THE FORM OF BALLOT; PROVIDING ABSENTEE BALLOTING AND REGISTRATION OF VOTERS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PAYMENT TO MIAMI-DADE COUNTY FOR CONDUCTING THE ELECTION; AND SETTING AN EFFECTIVE DATE.**

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

/yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 2B

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING FOR A SPECIAL ELECTION TO BE HELD ON NOVEMBER 6, 2018 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORS PROPOSED AMENDMENTS TO THE NORTH BAY VILLAGE CHARTER, PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR BALLOTING PROCEDURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE CLERK YVONNE P. HAMILTON)**

**WHEREAS**, Section 10.13 of the North Bay Village Charter requires that the Charter be amended every six years; and

**WHEREAS**, the Commission established an Advisory Charter Review Board for the purpose of reviewing the Charter and submitting their recommendations for approval.

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

**SECTION 1.**

That a Special Election is hereby called to be held on Tuesday, November 6, 2018, to present to the qualified electors of North Bay Village, the ballot questions outlined in Resolutions No. \_\_\_\_\_ attached hereto. The Village Commission may, by Resolution, call another date of election for any ballot question not passed by the qualified electors of the North Bay Village, or in the event it finds that unforeseen circumstances require it to do so.

**SECTION 2.**

That the appropriate and proper Miami-Dade County election officials shall conduct the said Special Election hereby called, with Miami-Dade County's certification of the results of said Special Election being accepted by the Village Commission. The official returns for each precinct shall be furnished to the Village Clerk of North Bay Village as soon as the ballots from all precincts have been tabulated.

# Agenda Item 2B

## **SECTION 3.**

Said voting precincts in the Village of said Special Election shall be as established by the proper and appropriate Miami-Dade County Election Officials. All electors shall vote at the polling places and the voting precincts in which, the official registration books show that the said electors reside. A list of the voting precincts and the polling places therein (subject to change by the Supervisor of Elections of Miami-Dade County, in accordance with the laws of Florida) is included herewith.

Precinct 016  
Pelican Harbor Marina  
1275 N.E. 79<sup>th</sup> Street  
Miami, FL 33138

Precinct 017  
Treasure Island Elementary School  
7540 East Treasure Drive  
North Bay Village, FL

## **SECTION 4.**

Registration of persons desiring to vote in the Special Election shall be in accordance with the general laws of the State of Florida governing voter registration. All questions concerning voter registration should be directed to the Miami-Dade County Elections Office, 2700 N.W. 87<sup>th</sup> Avenue, Miami, FL 33172, Telephone: (305) 499-8683.

## **SECTION 5.**

Copies of the ballot questions proposing the Charter Amendment, are on file at the offices of the North Bay Village Clerk located at 1666 Kennedy Causeway, # 300, North Bay Village, Florida 33141, and shall be made available for public inspection during regular business hours, no later than 30 days prior to the date of said election.

## **SECTION 6.**

Not less than thirty days' notice of said Special Election shall be given by publication in a newspaper of general circulation in North Bay Village, Miami-Dade County, Florida. Such publication shall be made in accordance with the provisions of Section 100.342, Florida Statutes.



# Agenda Item 2B

## **SECTION 7.**

The notice of election shall be substantially in the following form:

NORTH BAY VILLAGE, FLORIDA

NOTICE OF SPECIAL ELECTION

PURSUANT TO RESOLUTION NO. \_\_\_\_\_

NOTICE IS HEREBY GIVEN THAT A SPECIAL ELECTION HAS BEEN CALLED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AND WILL BE HELD IN SAID VILLAGE FROM 7:00 A.M. UNTIL 7:00 P.M. ON THE 6TH DAY OF NOVEMBER 2018, AT THE POLLING PLACES IN THE ELECTION PRECINCTS DESIGNATED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA AS SET FORTH HEREIN, UNLESS OTHERWISE PROVIDED BY LAW, AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF NORTH BAY VILLAGE THE QUESTIONS OUTLINED IN RESOLUTIONS \_\_\_\_\_ ATTACHED HERETO.

## **SECTION 8.**

The ballot questions shall appear in substantially the form set forth in the notice of election in each Charter Amendment Resolution.

## **SECTION 9.**

Absentee voters participating in said Special Election shall be entitled to cast their ballots in accordance with the provisions of the laws of the State of Florida with respect to absentee voting.

## **SECTION 10.**

That North Bay Village shall pay all expenses for conducting this Special Election and will pay to Miami-Dade County or directly to all persons or firms, upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

## **SECTION 11.**

The Village Clerk shall deliver a certified copy of this Resolution to the Supervisor of Elections of Miami-Dade County, Florida.

# Agenda Item 2B

## **SECTION 12. Recitals**

The foregoing recitals are true and correct and are incorporated herein by this reference.

## **SECTION 13. Effectiveness of Ballot Question**

That the Charter Amendment provided for in Section 2 above shall become effective if the majority of the qualified electors voting on the Charter Amendments vote for adoption, and shall be considered adopted and effective upon certification of the election results. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter. Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida. That the ballot question submitted to the electors shall become effective only upon a majority vote.

## **SECTION 14. Severability.**

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

**SECTION 15. Effective Date.** That this Resolution shall become effective immediately upon adoption hereof.

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 2B

**PASSED and ADOPTED this 30th day of July 2018.**

---

**MAYOR CONNIE LEON-KREPS**

ATTEST:

---

**YVONNE P. HAMILTON, CMC**  
**VILLAGE CLERK**

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY FOR NORTH BAY VILLAGE

---

**NORMAN C. POWELL, ESQ.**  
**VILLAGE ATTORNEY**

North Bay Village Resolution: November 6, 2018 Special Election.

# Agenda Item 2B



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM North Bay Village

**DATE:** July 27, 2018  
**TO:** Lewis Velken  
Interim Village Manager  
**FROM:** Yvonne P. Hamilton, CMC  
Village Clerk  
**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, CALLING FOR A SPECIAL ELECTION TO BE HELD ON NOVEMBER 6, 2018 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORS PROPOSED AMENDMENTS TO THE NORTH BAY VILLAGE CHARTER, PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR BALLOTING PROCEDURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

/yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 2C

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE MIAMI-DADE COUNTY CANVASSING BOARD TO SERVE AS CANVASSING BOARD FOR THE GENERAL AND SPECIAL ELECTIONS OF NORTH BAY VILLAGE TO BE HELD ON NOVEMBER 6, 2018; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE CLERK YVONNE P. HAMILTON)**

**WHEREAS**, on November 6, 2018, Miami-Dade County will be conducting its General Election at which time North Bay Village has authorized the holding of its General Election and a Special Election; and

**WHEREAS**, Miami-Dade County is charged with the full responsibility of conducting the November 6, 2018 election, except for accepting the Miami-Dade County Department of Election's certificate of election concerning the results of the North Bay Village's General Election; and

**WHEREAS**, the Miami-Dade County Canvassing Board shall be charged with the statutory responsibilities relating to the conduct of the elections and is authorized to act as Canvassing Board for North Bay Village's November 6, 2018 General and Special Elections.

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

**Section 1.** Canvassing of Elections. That the Miami-Dade County Canvassing Board is hereby authorized to act as Canvassing Board for North Bay Village for its November 6, 2018 General and Special Elections.

**Section 2.** Severability. That the provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of the Resolution shall be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, clauses, sentences and phrases of this Resolution but they shall remain in effect, notwithstanding the invalidity of any part.

# Agenda Item 2C

**Section 3.** Conflict. That all Resolutions or parts of Resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 4.** Effective date. That this Resolution shall take effect immediately upon approval.

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 Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Eddie Lim	_____

PASSED AND ADOPTED this 30th day of July, 2018.

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

## **ATTEST:**

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

## **APPROVED AS TO FORM:**

\_\_\_\_\_  
Norman C. Powell, P.A.  
Village Attorney

North Bay Village Resolution: Canvassing Board: 11/6/2018 General and Special Elections.

# Agenda Item 2C



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM North Bay Village

**DATE:** July 27, 2018  
**TO:** Lewis Velken  
Interim Village Manager  
**FROM:** Yvonne P. Hamilton, CMC  
Village Clerk  
**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE MIAMI-DADE COUNTY CANVASSING BOARD TO SERVE AS CANVASSING BOARD FOR THE GENERAL AND SPECIAL ELECTIONS OF NORTH BAY VILLAGE TO BE HELD ON NOVEMBER 6, 2018; SETTING AN EFFECTIVE DATE.**

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

/yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 3A



## North Bay Village

Administrative Offices

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

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

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

### **NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM**

**DATE:** July 30, 2018

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

**RECOMMENDED BY STAFF:** Interim Village Manager Lewis Velken

**PRESENTED BY STAFF:** Finance Director Bert Wrains

**SUBJECT:** FEMA Reimbursement Agreement – Hurricane IRMA

A handwritten signature in blue ink, appearing to be 'Bert Wrains', is written over the subject line.

### **RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution authorizing the appropriate Village Officials to execute the first reimbursement agreement with FEMA for partial reimbursement of expenses incurred during Hurricane Irma under project #02-054-3195.

### **BACKGROUND:**

North Bay Village incurred costs for expenditures that were made as a result of Hurricane Irma in September 2017. The Village began preparation for Hurricane Irma on Thursday September 7, 2018 and the final debris pick up was October 3, 2017. The Village still has claims that are being reviewed by FEMA and their contractors from KPMG. They will continue to review the Village's claims, and when all documentation are provided and their questions are answered, they will release additional monies.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreana  
Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim



# Agenda Item 3A

The Village currently has claims in the Portal for Irma under the categories of:

- A. Debris Removal and Monitoring
- B. Emergency Protective Measures
- C. Roads and Bridges Sod Replacement
- D. Buildings and Fences
- E. Utilities – Water and Sewer

## FINANCES

The Village has submitted claims (projects) totaling \$563,681. The agreement before you is a partial payment for projects that have been reviewed and certificated. The Village staff will continue to review projects with FEMA and provide documentation as needed.

This agreement will allow the Florida Department of Emergency Services to release a total of \$346,298 as a reimbursement for expenses incurred by the Village for Hurricane Irma.

# Agenda Item 3A



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM

#### North Bay Village

**DATE:** July 27, 2018

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

**FROM:** Lewis Velken  
Interim Village Manager

**SUBJECT:** Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE TO ACCEPT GRANT FUNDING FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) PUBLIC ASSISTANCE GRANT PROGRAM FOR DECLARED DISASTERS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND ANY OTHER RELATED DOCUMENTATION TO COMPLY WITH THE GRANT REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.**

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

LV:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 3A

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE TO ACCEPT GRANT FUNDING FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) PUBLIC ASSISTANCE GRANT PROGRAM FOR DECLARED DISASTERS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND ANY OTHER RELATED DOCUMENTATION TO COMPLY WITH THE GRANT REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

**WHEREAS**, North Bay Village expended funds in the form of labor, equipment, materials, and costs for contractual services for activities related to preparation for, and recovery from, the effects of Hurricane Irma in September 2017; and

**WHEREAS**, the Federal Emergency Management Agency (FEMA) declared Miami-Dade County, including North Bay Village, to be part of the disaster area of Hurricane Irma, and therefore eligible for reimbursement of expenditures associated with Hurricane Irma; and

**WHEREAS**, damages incurred during this storm event satisfied the criteria for FEMA reimbursement.

**WHEREAS**, the Village Commission desires to enter into an agreement with the Federal Emergency Management Agency (FEMA) accepting the award of \$346,298.48 in grant funding for reimbursement of Hurricane Irma.

**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:** **Acceptance of FEMA Funding.** The Commission of North Bay Village, Florida, deems that it is in the best interest of the citizens of North Bay Village to accept grant funding from the Federal Emergency Management Agency's (FEMA) Public Assistance Program for Hurricane Irma disaster.

**Section 3:** **Authorizing of Village Manager.** The Village Manager is authorized hereby authorized to take any and all reasonable action to accept these grants, including the execution of agreements and any other related documentation.

**Section 4:** **Effective Date.** This Resolution shall take effect immediately upon approval.

# Agenda Item 3A

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 30th day of July 2018.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

North Bay Village Resolution: Hurricane Irma FEMA Grant Reimbursement.

# Agenda Item 3A

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Contract Number: Z0157

## FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>North Bay Village, City of</u>
Sub-Recipient's PA ID/FIPS Number:	<u>086-49225-00</u>
Sub-Recipient's unique entity identifier:	<u>02-054-3195</u>
Federal Award Identification Number (FAIN):	<u></u>
Federal Award Date:	<u>9/10/2017</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>9/04/2017 - 3/10/2018</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>9/04/2017 - 3/10/2019</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$346,298.48</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$346,298.48</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u>\$346,298.48</u>
Federal award project description (see FFATA)	<u>Grant to Local Government for debris removal, emergency protective measures and repair or replacement of disaster damaged facilities</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</u>

# Agenda Item 3A

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Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.036 Public Assistance</u>
Whether the award is Research & Development:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>See by 44 C.F.R. 207.5(b)(4)</u>

# Agenda Item 3A

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

\_\_\_\_\_  
2555 Shumard Oak Blvd. Ste. 360  
Tallahassee, FL 32399-2100  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the FloridaPA.org website. Only the Authorized or Primary Agents identified on the Designation of Authority (Agents) in Attachment D may authorize addition or removal of agency users.

# Agenda Item 3A

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THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and, North Bay Village, City of (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.



(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. In order for a Project to be eligible for reimbursement, a modification to this agreement must be executed incorporating the Project as identified by number, budget, and scope of work. Projects not included by modification will be ineligible for funding, regardless of Federal approval for the Project.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Project List – Attachment A and Scope of Work, Deliverables and Financial Consequences – Attachment B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall **end six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Project List"). The maximum federal reimbursement amount for the entirety of this Agreement is \$346,298.48.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient in FloridaPA.org against a performance measure, outlined in Attachment B, Scope of Work, Deliverables, and Financial Consequences, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal

awards; and,

# Agenda Item 3A

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iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

## (10)RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts.

The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

# Agenda Item 3A

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f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements

and objectives of the Budget and Project List – Attachment A, Scope of Work – Attachment B, and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11)AUDITS

- a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.
- e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.
- f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

## (12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Project List – Attachment A, and Scope of Work – Attachment B.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment G – Public Assistance Program Guidance.

## (13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A

review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;



b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

## (16) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

## (17) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

## (18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the

solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

## (19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources
- ii. Attachment A – Budget and Project List
- iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
- iv. Attachment C – Certification Regarding Debarment
- v. Attachment D – Designation of Authority
- vi. Attachment E – Statement of Assurances
- vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
- viii. Attachment G – Public Assistance Program Guidance
- ix. Attachment H – FFATA Reporting
- x. Attachment I – Mandatory Contract Provisions
- xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
- xii. Attachment K – Justification of Advance Payment

## (20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by program specific waiver. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment K – Justification of Advance Payment. The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has

been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

#### (21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement, subject to the exhaustion of appeals, are due no later than thirty (30) days from notification by the Division of funds due. FEMA only allows thirty (30) days from deobligation for the funds to be repaid before it will refer the amount to the FEMA Finance Center (FFC) for collection.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by FEMA or any other source, upon determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient.

c. The Sub-Recipient understands and agrees that the Recipient may offset funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in FloridaPA.org.

d. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

e. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

#### (22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

**h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment C) for the Sub-Recipient agency and each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

#### (23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."



c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(24) COPYRIGHT, PATENT AND TRADEMARK**

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

#### (27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## (28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

## (29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

## (30) SUSPENSION AND DEBARMENT

Per 2 C.F.R. 200.213 Suspension and debarment, non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### (31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### (32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT:** North Bay Village, City of

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

Name and title: \_\_\_\_\_

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

FEID# 59-6000388

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Wesley Maul, Director

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



## EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

### Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding:     \$346,298.48    

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2017 (in effect for incidents declared on or after April 1, 2017)

### Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Public Assistance Program and Policy Guide, 2017 and approved Project Worksheet(s). Eligible work is classified into the following categories:

#### **Emergency Work**

Category A: Debris Removal

Category B: Emergency Protective Measures

#### **Permanent Work**

Category C: Roads and Bridges

Category D: Water Control Facilities

Category E: Public Buildings and Contents

Category F: Public Utilities

Category G: Parks, Recreational, and other Facilities

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

*NOTE: Section 200.331(a)(1) of 2 CFR, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included on pg. 1 of this subgrant agreement and in Exhibit 1 be provided to the Sub-Recipient.*

**Attachment A - th Revision  
Budget and Project List**

**Budget:**

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DIR-4337		Sub-Recipient: North Bay Village, City of									
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
203	E	Public Works Fence	\$2,625.00	75	\$437.50	12.5	\$437.50	12.5	\$3,500.00	9/04/2017	3/10/2019
1037	B	Emergency Protective Measures completed	\$343,673.48	100	\$0.00	0	\$0.00	0	\$343,673.48	9/04/2017	3/10/2018
<b>Total:</b>			<b>\$346,298.48</b>		<b>\$437.50</b>		<b>\$437.50</b>		<b>\$347,173.48</b>		

## Attachment B

### SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

#### Scope of Work

Complete eligible Projects for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Attachment A, Budget and Project List of this Agreement will be modified as necessary to incorporate new or revised PWs. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

#### Deliverables

##### **Large Projects**

Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and contingent upon:

- Timely submission of Quarterly Reports (due 30 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) at least quarterly and supported by documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.
  - A. Affidavit. The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.
  - B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, state and local shares) will be withheld from payment until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's grant manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FloridaPA.org prior to release of final 5%, to include permits, policies & procedures, procurement and insurance documents.

### **Small Projects**

Small projects will be paid upon obligation of the Project Worksheet. Sub-Recipient must initiate the Small Project Closeout in FloridaPA.org within 30 days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FloridaPA.org, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to Advance the form to the next queue for review.

### **Financial Consequences:**

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, state and local requirements, the Division shall withhold a portion of the funding up to the full amount. Any funds advanced to the Sub-Recipient will be due back to the Division.

## Attachment C

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

#### Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

#### CONTRACTOR

\_\_\_\_\_

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

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Date

\_\_\_\_\_

Sub-Recipient's Name

\_\_\_\_\_

DEM Contract Number

\_\_\_\_\_

FEMA Project Number

## Attachment D

### DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FloridaPA.org system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the state team; a note should be entered in FloridaPA.org if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FloridaPA.org as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

#### Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FloridaPA.org Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FloridaPA.org system within 12 hours of being notified or their account will lock them out. Each user must log in within a 60-day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1: "Authorized Agent"** – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

**Block 2: "Primary Agent"** – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FloridaPA.org. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

**Block 3: "Alternate Agent"** – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

**Block 4, 5, and 6: "Other"** (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between state and local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12: "Other" (Read Only Access)** – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FloridaPA.org.

# Agenda Item 3A

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DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
<b>Sub-Grantee:</b>	
<b>Box 1: Authorized Agent (Full Access)</b>	<b>Box 2: Primary Agent (Full Access)</b>
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
<b>Box 3: Alternate Agent (Full Access)</b>	<b>Box 4: Other-Finance/Point of Contact (Full Access)</b>
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
<b>Box 5: Other-Risk Mgmt-Insurance (Full Access)</b>	<b>Box 6: Other-Environmental-Historic (Full Access)</b>
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
<p>The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief &amp; Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.</p>	
<p>_____</p> <p><b>Sub-Grantee Authorized Agent Signature</b></p>	
<p>_____</p> <p><b>Date</b></p>	

# Agenda Item 3A

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DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT			
<b>Sub-Grantee:</b>		<b>Date:</b>	
<b>Box 7:</b>	<b>Other</b> (Read Only Access)	<b>Box 8:</b>	<b>Other</b> (Read Only Access)
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
<b>Box 9:</b>	<b>Other</b> (Read Only Access)	<b>Box 10:</b>	<b>Other</b> (Read Only Access)
Agent's Name		Official's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
<b>Box 11:</b>	<b>Other</b> (Read Only Access)	<b>Box 12:</b>	<b>Other</b> (Read Only Access)
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Sub-Grantee's Fiscal Year (FY) Start: <b>Month:</b>		<b>Day:</b>	
Sub-Grantee's Federal Employer's Identification Number (EIN)		-	
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management			
Sub-Grantee's: FIPS Number (If Known)		- -	

**NOTE:** This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

REV. 09-09-2017 DISCARD PREVIOUS VERSIONS



## Attachment E

### STATEMENT OF ASSURANCES

- 1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:
  - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.
  - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
  - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Sub-Recipient further assures it will:
  - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not it will request a waiver from the Governor to cover the cost.
  - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and local regulations.
  - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
  - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
  - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
  - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
  - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for

themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
  - i. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and
  - ii. by complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
  - i. create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
  - ii. return the property to its natural state as though no improvements had been contained thereon;
  - iii. furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
  - iv. provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
  - v. provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;
  - vi. leave the demolished site clean, level, and free of debris;
  - vii. notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
  - viii. obtain all required permits;
  - ix. provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
  - x. comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
  - xi. comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and
  - xii. provide documentation of public notices for demolition activities.

- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
  - l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000<sup>00</sup> or more.
  - m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
  - n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 4) The Sub-Recipient agrees it will comply with the:
- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
  - b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
  - c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
  - d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
  - e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
  - f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
  - g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
  - h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
  - i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase

"Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The state's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.

- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
  - s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.
  - t. Provisions of all appropriate environmental laws, including but not limited to:
    - i. The Clean Air Act of 1955, as amended;
    - ii. The Clean Water Act of 1977, as amended;
    - iii. The Endangered Species Act of 1973;
    - iv. The Intergovernmental Personnel Act of 1970;
    - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
    - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
    - vii. The Fish and Wildlife Coordination Act of 1958;
    - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
    - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
  - u. The provisions of all Executive Orders including but not limited to:
    - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
    - ii. EO 11514 (NEPA).
    - iii. EO 11738 (violating facilities).
    - iv. EO 11988 (Floodplain Management).
    - v. EO 11990 (Wetlands).
    - vi. EO 12898 (Environmental Justice).
- 5) For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees

**FOR THE SUBGRANTEE/SUB-RECIPIENT :**

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Signature

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Printed Name and Title

Date

## Attachment F

### Election of Participation in Public Assistance Alternative Procedures (PAAP) Pilot Program

Should the Sub-Recipient desire to utilize the Public Assistance Alternative Procedures provisions of the Sandy Recovery Improvement Act (Division B of P.L. 113-2), execution of a Supplemental Funding Agreement covering specific aspects of the Alternative Procedures Package is required of the Sub-Recipient prior to the payment of such funds by the State as the Recipient.

Payments processed under the Alternative Procedures provisions will be requested as an advance and are exempt from advance requirements covered by Section 216.181(16), Florida Statutes. They will, however, be treated as an advance for purposes of Requests for Reimbursement (RFRs) and satisfaction of the requirement that ninety percent (90%) of previously advanced funds must be accounted for prior to receiving a second advance.

In order to elect to participate in the PAAP program for one of the following options, you must read the Guidance found at <https://www.fema.gov/alternative-procedures> and then complete the required documents on the following pages. The documents can be found under the Permanent Work section of the webpage in editable .pdf format if preferred.

#### PAAP for Debris Removal (Category A) Required Documents:

- Public Assistance for Alternative Procedures Pilot Program for Debris Removal Acknowledgement

[https://www.fema.gov/media-library-data/1504811965699-241fca9ee3e22d450582663bdb62e01/APPENDIX\\_A\\_Revised\\_for\\_sliding\\_scale\\_-\\_01-13-13.pdf](https://www.fema.gov/media-library-data/1504811965699-241fca9ee3e22d450582663bdb62e01/APPENDIX_A_Revised_for_sliding_scale_-_01-13-13.pdf)

#### PAAP for Permanent Work (Categories C-G) Required documents:

- Fixed Subgrant Agreement Letter

[https://www.fema.gov/media-library-data/1388156577585-398aea786c5aedbd049c371270fd7b22/508\\_PA\\_Alternative\\_Procedures\\_Pilot\\_Program\\_Permanent\\_Work\\_Fixed\\_Subgrant\\_Agreement\\_Letter%2012-13-13.pdf](https://www.fema.gov/media-library-data/1388156577585-398aea786c5aedbd049c371270fd7b22/508_PA_Alternative_Procedures_Pilot_Program_Permanent_Work_Fixed_Subgrant_Agreement_Letter%2012-13-13.pdf)

- Public Assistance Alternative Procedures Pilot Program for Permanent Work Acknowledgement

[https://www.fema.gov/media-library-data/1388155802544-11629c78f8308b5c4120ceb135460129/PA\\_Alternative\\_Procedures\\_Pilot\\_Program\\_Permanent\\_Work\\_Acknowledgement%2012-13-13.pdf](https://www.fema.gov/media-library-data/1388155802544-11629c78f8308b5c4120ceb135460129/PA_Alternative_Procedures_Pilot_Program_Permanent_Work_Acknowledgement%2012-13-13.pdf)

All PAAP Related Documents (guides, Fact Sheets, Standard Operating Procedures, FAQs, Archived Docs, etc.) may be found at: <https://www.fema.gov/media-library/assets/documents/115868>

*Note: PAAP Pilot Program Guide for Debris Removal (Version 5) published June 28, 2017 contains the following changes:*

The Public Assistance Alternative Procedures Pilot Program for Debris Removal has been extended for one year to June 27, 2018. As part of the extension, FEMA will only authorize the sliding scale provision in events with significant debris impacts. The other three provisions available under the Pilot remain unchanged.

For disasters declared on or after August 28, 2017, FEMA is limiting the usage of the pilot's sliding scale provision to high impact incidents that meet the following criteria: high concentration of localized damage;

large quantities of debris (over \$20M or 1.5 million cubic yards); and disasters declared very soon after the incident (8 days) to incentivize rapid debris removal.

This guide is applicable to disasters declared on or after June 28, 2017. The changes to the sliding scale provision are applicable to disasters declared on or after August 28, 2017. This version of the pilot guide supersedes the previous pilot guide for debris removal (V4) which was published June 28, 2016.



## Public Assistance Alternative Procedures Pilot Program for Debris Removal Acknowledgement

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program.

As a representative of the subrecipient, we elect to participate in the following:

- Accelerated Debris Removal - increased Federal cost share (sliding scale)
  - Recycling Revenue (subrecipient retention of income from debris recycling without a award offset)
  - One-time incentive for a FEMA-accepted debris management plan and identification of at least one pre-qualified contractor
  - Reimbursement of straight time force account labor costs for debris removal
1. The pilot is voluntary and the subrecipient must apply the selected alternative procedures to all of its debris removal subawards.
  2. For the sliding scale, the subrecipient accepts responsibility for any costs related to debris operations after six months from the date of the incident unless, based on extenuating circumstances, FEMA grants a time extension.
  3. The subrecipient acknowledges that FEMA may request joint quantity evaluations and details regarding subrecipient operations necessary to assess the pilot program procedures.
  4. All contracts must comply with local, state, and Federal requirements for procurement, including provisions of 2 CFR Part 200.
  5. The subrecipient must comply with all Federal, state and local environmental and historic preservation laws, regulations, and ordinances.
  6. The Office of Inspector General may audit any subrecipient and/or subaward.

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Signature of Subrecipient's Authorized Representative

Date

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Printed Name and Title

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Sub-Recipient Name

PA ID Number

- We elect to **not** participate in the Alternative Procedures for Debris Removal.

## FIXED SUBGRANT AGREEMENT LETTER

DATE: \_\_\_\_\_

To Address:

To FEMA:

As a Public Assistance (PA) Sub-Recipient \_\_\_\_\_  
(PA ID \_\_\_\_\_), in accordance with Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, we agree to accept a permanent work subgrant based on a fixed estimate in the amount of \$\_\_\_\_\_ for subgrant number \_\_\_\_\_ (copy attached) under Disaster #\_\_\_\_\_. We accept responsibility for all costs above the fixed estimate.

We understand that by participating in this pilot program we will be reimbursed for allowable costs in accordance with 44 CFR § 13.22(b) – “Applicable cost principles”, the reimbursement will not exceed the fixed estimate. We also understand that by agreeing to this fixed estimate, we will not receive additional funding related to the facilities or sites included in the subgrant. We also acknowledge that failure to comply with the requirements of applicable laws and regulations governing assistance provided by FEMA and the PA alternative procedures pilot program guidance (such as procurement and contracting; environmental and historic preservation compliance; and audit and financial accountability) may lead to loss of Federal funding.

\_\_\_\_\_  
Signature of Sub-Recipient’s Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature of Grantee’s Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

## Public Assistance Alternative Procedures Pilot Program for Permanent Work Acknowledgement

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program. As a representative of the Sub-Recipient, our agency understands the following:

1. We plan to participate in the following elements:

- Subgrants based on fixed estimates, and as the Sub-Recipient, accept responsibility for costs above the estimate
- Consolidation of multiple fixed subgrants into a single subgrant
- FEMA validation of Sub-Recipient-provided estimates
- Elimination of reduced eligible funding for alternate projects
- Use of excess funds
- Review of estimates by an expert panel for projects with a Federal share of \$5 million or greater

2. The pilot is voluntary, and a Sub-Recipient may participate in alternative procedures for one or more large project subgrants.

3. If the Sub-Recipient accepts a fixed subgrant estimate, the Sub-Recipient understands they are responsible for all costs greater than the fixed amount.

4. The Sub-Recipient agrees to notify the Grantee regarding the specific use of excess funds.

5. All contracts must comply with local, State, and Federal requirements for procurement, including provisions of 44 CFR Part 13.

6. The Office of Inspector General may audit any Sub-Recipient and/or subgrant.

7. EHP review must be completed for all subgrants, including cases where new scopes of work would require EHP compliance, before the subgrant scope of work is implemented. Failure to comply with this requirement may lead to loss of Federal funding.

8. The Sub-Recipient may submit appeals in accordance with 44 CFR§206.206. However, FEMA will not consider appeals solely for additional costs on fixed subgrants.

\_\_\_\_\_  
Signature of Sub-Recipient's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Sub-Recipient Name

\_\_\_\_\_  
PA ID Number

We elect to **not** participate in the Alternative Procedures for Permanent Work.

## Attachment G

### PUBLIC ASSISTANCE PROGRAM GUIDANCE

#### **GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM (FloridaPA.org)**

Sub-Recipients must use the Grantee's/Recipient's web-based project management system, FloridaPA.org, (available at [www.FloridaPA.org](http://www.FloridaPA.org)) to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FloridaPA.org system.

#### **PROJECT DOCUMENTATION**

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FloridaPA.org website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000<sup>00</sup> or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

#### **INTERIM INSPECTIONS**

Interim Inspections may be requested by the Sub-Recipient, on both small and large projects, to:

- i. conduct insurance reconciliations;
- ii. review an alternate scope of work;
- iii. review an improved scope of work; and/or
- iv. validate scope of work and/or cost.

Interim Inspections may be scheduled and submitted by the Recipient as a request in FloridaPA.org under the following conditions:

- i. a quarterly report has not been updated between quarters;
- ii. the Sub-Recipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;

- iii. requests for a Time Extension have been made that exceed the Grantee's/ Recipient's authority to approve; and/or
- iv. there are issues or concerns identified by the Recipient that may impact funding under this agreement.

## **PROJECT RECONCILIATION AND CLOSEOUT**

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and
- Copies of any Recipient time extensions.

### **Large Projects**

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount, the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG Chapter 2:VII.G and guidance provided at <http://www.fema.gov/allenative-procedures>.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

### **Small Projects**

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, described in the

PAPPG Chapter 3:IV.D, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

## TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for Emergency Work is 6 months from the declaration date. The deadline for Permanent Work is 18 months from the declaration date.

### Deadlines for Completion of Work

Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a time extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and
- The project timeline with the projected completion date

The State (FDEM) has the authority to grant limited time extensions based on extenuating circumstances or unusual project requirements beyond the control of the Sub-Recipient.

It may extend Emergency Work projects by 6 months and Permanent Work projects by 30 months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those funded under the PAAP Accelerated Debris Removal procedure and projects for temporary facilities.

With exception of debris removal operations funded under the Accelerated Debris Removal Procedure of the Alternative Procedures Pilot Program, FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA deobligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved

SOW and the completed work is distinct from the uncompleted work, FEMA only deobligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only deobligates the amount related to the facility that the Applicant did not restore.

Request should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline / project schedule in support of requested time
- Basis for time extension request:
  - Delay in obtaining permits
    - Permitting agencies involved and application dates
  - Environmental delays or limitations (e.g., short construction window, nesting seasons)
    - Dates of correspondence with various agencies
    - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
  - Specific details
- Other reason for delay
  - Specific details

Submission of a request does not automatically grant an extension to the period of performance. Without an approved time extension from the State or FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

## **INSURANCE**

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must deobligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000<sup>00</sup>.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or deobligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

## **DUPLICATION OF BENEFITS**

The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

In the event the Recipient determines the Sub-Recipient has received duplicate benefits, the Sub-Recipient gives the Grantee/ Recipient and/or the Chief Financial Officer of the State of Florida, the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively, at law, or at equity, to recover such benefits.

## **COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS**

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

## **FUNDING FOR LARGE PROJECTS**

Although Large project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of actual costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).



The submission from the Sub-Recipient requesting this reimbursement must include:

- a) a Request for Reimbursement (available in FloridaPA.org);
- b) a Summary of Documentation (SOD) which is titled Reimbursement Detail Report in FloridaPA.org and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and
- c) the FDEM Cost Claim Summary Workbook (found in the Forms section of FloridaPA.org), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

## **ADVANCES**

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment. Notwithstanding Paragraph 9) Funding, in the Agreement, these payments are not bound by Section 216.181(16), Florida Statutes.

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via FloridaPA.org no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.
7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:
  - a) the Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
  - b) the Sub-Recipient must submit to the Recipient the budget supporting the request.
8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;
9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-

Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

## **DESIGNATION OF AGENT**

The Sub-Recipient must complete Attachment D by designating at least three agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

***NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.***

## **DUNS Q&A**

### **What is a DUNS number?**

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

### **Who needs a DUNS number?**

Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

### **How do I get a DUNS number?**

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.

1-866-705-5711

### **What do I need before I request a DUNS number?**

Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

### **How much does a DUNS number cost?**

There is no charge to obtain a DUNS number.

### **Why does my institution need a DUNS number?**

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

**How do I see if my institution already has a DUNS number?**

Call the toll free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

**Should we use the +4 extension to the DUNS number?**

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

**Is there anything special that we should do for multi-campus systems?**

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

**Does the DUNS number need to be included on individual fellowship applications?**

Yes with one exception. It is the DUNS number of the sponsoring institution that should be put on the application. Individual Kirschstein-NRSA fellowships that propose training at Federal laboratories do not require a DUNS number.

What does the DUNS number have to do with the Central Contractor Registry (CCR), soon to be the Business Partner Network (BPN)?

Registration in the CCR is mandatory for anyone wishing to submit a grant application electronically through Grants.gov. Your organization will need a DUNS number in order to register in the CCR. The CCR is the central registry for organizations that have received Federal contracts. If your organization has received Federal contracts, it is already registered in the CCR, but this is a good opportunity to verify that your organization information is up to date. For more information about the CCR, please visit the CCR web site at: [www.ccr.gov](http://www.ccr.gov).

**What should we do if our institution has more than 1 DUNS number?**

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

**Does this apply to non-US organizations?**

Yes, this new requirement applies to all types of grantee organizations including foreign, non-profit, for profit as well as for state and Federal government agencies.

**Does this apply to non-competing progress reports?**

No. This new requirement applies only to competing applications.

**Are there any exceptions to the new DUNS number rules?**

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement. Also individual Kirschstein-NRSA fellowships that propose training at Federal laboratories do not require a DUNS number.

**Who at my institution is responsible for requesting a DUNS number?**

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

#### **Who do we contact if we have questions?**

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at [sswab@ofm.dhs.gov](mailto:sswab@ofm.dhs.gov).

#### **Substitute Form W-9**

For the purpose of this Agreement, a Sub-Recipient is also a Vendor. The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services or make payments to any vendor that does not have a verified Substitute W-9 on file with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com>.

## Attachment H

### FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) INSTRUCTIONS AND WORKSHEET

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

#### ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$30,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: WA - Do not Complete

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$

OBLIGATION/ACTION DATE: \_\_\_\_\_

SUBAWARD DATE (if applicable): \_\_\_\_\_

DUNS#: \_\_\_\_\_

DUNS# +4: \_\_\_\_\_

\*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form ( ). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: \_\_\_\_\_

DBA NAME (IF APPLICABLE): \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_

ADDRESS LINE 1: \_\_\_\_\_

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ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

PARENT COMPANY DUNS# (if applicable): \_\_\_\_\_

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): \_\_\_\_\_

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

## PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

## CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

## EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?  
Yes  No

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?  
Yes  No

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR"**

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appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

### TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion \_\_\_\_\_)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Attachment I

### Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 CFR Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:



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agency's Federal awards may include. Providing this information lets a potential applicant identify any requirements with which it would have difficulty complying if its application is successful. In those cases, early notification about the requirements allows the potential applicant to decide not to apply or to take needed actions before receiving the Federal award. The announcement need not include all of the terms and conditions of the Federal award, but may refer to a document (with information about how to obtain it) or Internet site where applicants can see the terms and conditions. If this funding opportunity will lead to Federal awards with some special terms and conditions that differ from the Federal awarding agency's usual (sometimes called "general") terms and conditions, this section should highlight those special terms and conditions. Doing so will alert applicants that have received Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions. For the same reason, the announcement should inform potential applicants about special requirements that could apply to particular Federal awards after the review of applications and other information, based on the particular circumstances of the effort to be supported (e.g., if human subjects were to be involved or if some situations may justify special terms on intellectual property, data sharing or security requirements).

3. *Reporting—Required.* This section must include general information about the type (e.g., financial or performance), frequency, and means of submission (paper or electronic) of post-Federal award reporting requirements. Highlight any special reporting requirements for Federal awards under this funding opportunity that differ (e.g., by report type, frequency, form/format, or circumstances for use) from what the Federal awarding agency's Federal awards usually require. Federal awarding agencies must also describe in this section all relevant requirements such as those at 2 CFR 180.335 and 2 CFR 180.350.

If the Federal share of any Federal award may include more than \$500,000 over the period of performance, this section must inform potential applicants about the post award reporting requirements reflected in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters.

**G. FEDERAL AWARDING AGENCY CONTACT(S)—REQUIRED**

The announcement must give potential applicants a point(s) of contact for answering questions or helping with problems while the funding opportunity is open. The intent of this requirement is to be as helpful as possible to potential applicants, so the Federal

awarding agency should consider approaches such as giving:

- i. Points of contact who may be reached in multiple ways (e.g., by telephone, FAX, and/or email, as well as regular mail).
- ii. A fax or email address that multiple people access, so that someone will respond even if others are unexpectedly absent during critical periods.
- iii. Different contacts for distinct kinds of help (e.g., one for questions of programmatic content and a second for administrative questions).

**H. OTHER INFORMATION—OPTIONAL**

This section may include any additional information that will assist a potential applicant. For example, the section might:

- i. Indicate whether this is a new program or a one-time initiative.
- ii. Mention related programs or other upcoming or ongoing Federal awarding agency funding opportunities for similar activities.
- iii. Include current Internet addresses for Federal awarding agency Web sites that may be useful to an applicant in understanding the program.
- iv. Alert applicants to the need to identify proprietary information and inform them about the way the Federal awarding agency will handle it.
- v. Include certain routine notices to applicants (e.g., that the Federal Government is not obligated to make any Federal award as a result of the announcement or that only grants officers can bind the Federal Government to the expenditure of funds).

[78 FR 78808, Dec. 26, 2013, as amended at 80 FR 43310, July 22, 2015]

**APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1984-1985 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR

Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 236), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid

Pt. 200, App. III

2 CFR Ch. II (1-1-17 Edition)

for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's

accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

(3) Only mandatory cost sharing or cost sharing specifically committed in the project budget must be included in the organized research base for computing the indirect (F&A) cost rate or reflected in any allocation of indirect costs. Salary costs above statutory limits are not considered cost sharing.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other

## Attachment J DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

### Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.

# Agenda Item 3A

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- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.
- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

\_\_\_\_\_  
Sub-Recipient Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

**Attachment K  
JUSTIFICATION FOR ADVANCE PAYMENT**

**RECIPIENT:**

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> <b>ADVANCE REQUESTED</b>  Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.
--

If you are requesting an advance, complete the following chart and line item justification below.

<b>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</b>	<b>20__-20__ Anticipated Expenditures for First Three Months of Agreement</b>
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
<b>TOTAL EXPENSES</b>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

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# Agenda Item 3B



North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 | Fax: (305) 756-7722 | Website: [www.nbvillage.com](http://www.nbvillage.com)

## **NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM**

**DATE:** July 30, 2018

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

**RECOMMENDED BY STAFF:** Interim Village Manager Lewis Velken

**PRESENTED BY STAFF:** Finance Director Bert Wrains

**SUBJECT:** Adoption of Proposed Millage Rates and Dates/Time for September Public Hearings.

---

### **RECOMMENDATION:**

It is recommended that the Village Commission adopt the attached Resolution approving the Proposed Millage Rates for the General Fund and Debt Service and setting the dates and time for the two (2) Public Hearings in September.

### **BACKGROUND:**

A public Budget workshop was held with the Village Commission on July 18, 2018 to review the changes to the FY 2019 Budget. The Commission discussed changes, which are presented in the FY 2019 Proposed Budget Notebook, along with additional items that were increased or decreased. The Village is required to follow the provisions of Section 200.065, Florida Statutes (TRIM), which requires the Proposed Millage Rates and Public Hearing dates/time be established by Resolution and be submitted to the Miami-Dade Property Appraiser's Office by August 4, 2018.

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreana Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 3B

It is recommended that the millage rate be set at 5.9000 mills which is .4949 mills above the rollback rate and is sufficient to fund the proposed budget and allow for any changes that may occur before the September 13th Public Hearing. The Millage Rate can be lowered at the first or second public hearing in September 2018, but it cannot be raised after the tentative millage rate is set at this meeting.

The proposed Debt Service Millage Rate is .6263 which is .0065 mills higher than FY 2018. The millage went up because last year we used the Debt Service reserves to set the millage at .6198.

It is recommended that the two (2) public hearings in September be held on September 13 and September 25. Both meetings will be advertised to start at 6:30 P.M., unless the Commission changes the time at the July 30th meeting.

## FINANCIAL

These two (2) millage rates will fully fund the FY 2019 annual budget. The public hearings will be established, and the public will be notified by mail of these public hearings.

LV/BR:yph



# Agenda Item 3B



## North Bay Village

Administrative Offices


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Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM North Bay Village

**DATE:** July 27, 2018

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

**FROM:** Lewis Velken   
Interim 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 DETERMINING THE PROPOSED MILLAGE RATES AND SETTING THE DATE, TIME AND PLACE OF PUBLIC HEARINGS TO ADOPT THE TENTATIVE AND FINAL MILLAGE AND BUDGET FOR FISCAL YEAR 2018-19 AS REQUIRED BY LAW; DIRECTING THE VILLAGE CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

LV:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

# Agenda Item 3B

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA DETERMINING THE PROPOSED MILLAGE RATES AND SETTING THE DATE, TIME AND PLACE OF PUBLIC HEARINGS TO ADOPT THE TENTATIVE AND FINAL MILLAGE AND BUDGET FOR FISCAL YEAR 2018-19 AS REQUIRED BY LAW; DIRECTING THE VILLAGE CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

**WHEREAS**, on July 1, 2018, Pedro J. Garcia, Property Appraiser of Miami-Dade County, Florida (the "Property Appraiser") served upon North Bay Village, Florida (the "Village"), a Certification of Taxable Value (the "Certification") certifying to the Village its 2018 taxable value; and

**WHEREAS**, the provisions of Section 200.065, Florida Statutes, require that the Village, within thirty-five (35) days of service of the Certification, furnish to the Property Appraiser the proposed millage rate, the current year rolled-back rate and the date, time and place at which public hearings will be held to consider the proposed millage rate and the tentative budget.

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

**Section 1. Recitals.** The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

# Agenda Item 3B

**Section 2. Declaration of Proposed Millage Rate.** The proposed millage rate for North Bay Village for Fiscal Year 2018-19 is declared to be 5.9000 mills, which is \$5.90 per \$1,000 of assessed property within North Bay Village, which is .4949 mills more than the rolled back rate of 5.4051 mills or 9.16%.

**Section 3. Computation of Rolled-back rate.** The current year rolled-back rate as computed pursuant to Section 200.065, Florida Statutes, is 5.4051, which is \$5.40 per \$1,000 of assessed property within North Bay Village.

**Section 4. Declaration of Proposed Debt-Service Millage Rate.** The proposed Debt Service Millage is .6263.

**Section 5. Schedule of Millage and Budget Hearings.** The proposed date, time and place of the first and second public hearings are set by the Village Commission as follows:

<b><u>FIRST PUBLIC HEARING:</u></b>	<b><u>TIME</u></b>	<b><u>PLACE</u></b>
Thursday, September 13, 2018	6:30 PM	Village Hall 1666 Kennedy Causeway, #101 North Bay Village, FL 33141
<b><u>SECOND PUBLIC HEARING:</u></b>		
Tuesday, September 25, 2018	6:30 PM	Village Hall 1666 Kennedy Causeway, #101 North Bay Village, FL 33141

# Agenda Item 3B

The Village Commission will conduct a public hearing on the proposed general fund millage rate first. At the conclusion of the general fund millage rate hearing, the Commission will conduct a public hearing on the Debt Service millage rate. These items will be followed by a public hearing on the Annual Budget. The Budget may be discussed during the hearing, but the millage rate must be voted on first.

In the event that the Board of County Commissioners of Miami-Dade County, Florida or School Board schedule any County Budget Hearing on a date set for a Village Budget Hearing, the Village Manager is authorized to change the date of either or both the Budget Hearings.

**Section 6. Authorization of Village Clerk.** The Village Clerk is directed to submit the original Certification of Taxable Value and a certified copy of this Resolution to the Property Appraiser on or before August 4, 2018.

**Section 7. Effective Date.** This Resolution shall take effect immediately 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 Alvarez	_____
Commissioner Laura Cattabriga	_____
Commissioner Eddie Lim	_____

# Agenda Item 3B

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

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Connie Leon-Kreps, Mayor

**ATTEST:**

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Yvonne P. Hamilton, CMC  
Village Clerk

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

---

Norman C. Powell, Esq.  
Village Attorney

North Bay Village Resolution: Proposed Millage Rates/Setting Time of Budget Public Hearings – FY 2019.

# Agenda Item 3C

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH YOLANDA MENEGAZZO; AND SETTING AN EFFECTIVE DATE.  
(INTRODUCED BY VILLAGE MANAGER LEWIS VELKEN)**

**WHEREAS**, Yolanda Menegazzo (“Menegazzo”) and North Bay Village desire to end the employment relationship between them, and by a Settlement Agreement and General Release to avoid the uncertainties and burdens of disputes, and instead, desire to settle all actual or possible disputes between them (“Claims”); and

**WHEREAS**, Menegazzo and the Village desire to compromise all Claims on a global lump-sum basis; and

**WHEREAS**, Menegazzo is willing to sign a Settlement Agreement and General Release (attached hereto as Exhibit “1”) extinguishing any and all claims with the Village together with any costs and/or attorney’s fees, in exchange for the payment of \$31,666.66; and

**WHEREAS**, the Village Commission desires to approve the \$31,666.66 settlement and to sign the Settlement Agreement and General Release (attached hereto as Exhibit “1”), thereby disposing of all Claims that were or could have been asserted against the Village.

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

**Section 1. Recitals.** That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2. Settlement Approval.** That the Village Commission approves the settlement of all Claims that were or could have been asserted by Menegazzo in a lawsuit, inclusive of costs and attorney’s fees, for \$31,666.66, as set forth in the attached Settlement Agreement and General Release (Exhibit “1”).

**Section 3. Authorization of Village Official.** That the appropriate Village officials are authorized to execute all documents deemed necessary by the Village Attorney to implement the intent of the Resolution and to provide for payment as indicated.

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

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

# Agenda Item 3C

**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 30th day of July 2018.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

North Bay Village Resolution: Yolanda Menegazzo, Assistant Village Manager.

# Agenda Item 3C



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM North Bay Village

**DATE:** July 27, 2018

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

**FROM:** Lewis Velken   
Interim 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 SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH YOLANDA MENEGAZZO; AND SETTING AN EFFECTIVE DATE.**

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

LV:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim



# Agenda Item 3C

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

**THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE** (the "Agreement") is entered into by and between North Bay Village and all its present, past, and future elected and appointed officials, officers, employees, insurers, attorneys, representatives and agents (referred to herein as "EMPLOYER") and Yolanda Menegazzo and all her successors, heirs, and assigns (referred to herein as "EMPLOYEE").

**WHEREAS**, EMPLOYEE is employed by EMPLOYER; and

**WHEREAS**, EMPLOYEE and EMPLOYER desire to end the employment relationship between them and, by this Agreement, to avoid the uncertainties and burdens of disputes, and, instead, desire to settle all actual or possible disputes between them.

**NOW, THEREFORE**, EMPLOYEE and EMPLOYER, in consideration of their mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

1. Representations. EMPLOYEE and EMPLOYER acknowledge that the statements set forth above are true and correct and adopt them as if fully set forth here.

2. Resignation. EMPLOYEE hereby irrevocably resigns her employment with EMPLOYER effective as of the Effective Date of this Agreement.

3. Consideration.

A. Payment; Taxes. In consideration of the promises made and obligations undertaken by EMPLOYEE herein, including, but not limited to, the release of all claims by EMPLOYEE against EMPLOYER, EMPLOYER shall pay EMPLOYEE the sum of \$31,666.66, payable by check to "Yolanda Menegazzo" to be delivered to EMPLOYEE within ten days after the end of the Effective Date as defined herein. This payment is made in settlement of potential legal claims for compensatory damages. No taxes, withholdings, or deductions will apply to this payment, which will be reported to the IRS on a Form 1099. EMPLOYEE agrees that she is responsible for any and all taxes that are or may be due on this payment. If it should be determined that taxes should have been withheld from this payment, EMPLOYEE agrees to be responsible for same and all interest and penalties and to indemnify EMPLOYER for any interest or penalties that it may be required to pay. EMPLOYEE agrees that this payment is the sole payment she will receive from the Village; she agrees that this Agreement supersedes any contract or agreement, oral or written, she has or may have had with the Village and voids any entitlement she has, had, or may have had from the Village for payment of severance or accumulated leave under any policy, practice, contract, or agreement or from any source whatsoever.

B. EMPLOYEE acknowledges that this consideration is ample and adequate and that she would not be entitled to this consideration but for her entry into this Agreement. EMPLOYEE agrees and acknowledges that this consideration is the only consideration or benefit

# Agenda Item 3C

to which she is entitled from EMPLOYER except as otherwise expressly set forth herein or provided for by law, if any.

4. Release and Waiver of Claims. In exchange for the Payment and other provisions of this Agreement, EMPLOYEE and EMPLOYER irrevocably, knowingly, and voluntarily releases, waive, and forever discharge any and all claims, demands, actions, causes of action, charges, and/or disputes of any kind, whether known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which they hav, had, or may now have against each other, whether based in tort, contract, statute, or on any other basis. The disputes released include, but are not limited to, claims under:

- The U.S. Civil Rights Act of 1964, as amended;
- Sections 1981 through 1988 of Title 42 of the U.S. Code;
- Chapter 11A of the Miami-Dade County Code;
- The Constitutions of the United States and of Florida;
- The Employee Retirement Income Security Act of 1974, as amended;
- Any state or federal whistleblower statutes;
- The Internal Revenue Code;
- COBRA;
- GINA;
- USERRA;
- The Americans With Disabilities Act of 1990;
- The Florida Civil Rights Act;
- Chapter 440, Florida Statutes;
- Chapter 448, Florida Statutes;
- Chapter 447, Florida Statutes;
- The U.S. Equal Pay Act;
- The Family and Medical Leave Act;
- The National Labor Relations Act;
- The Age Discrimination in Employment Act;
- Any other federal, state, or local law, regulation, or ordinance, without limitation.

The Parties acknowledge that the list above is illustrative and not exhaustive and that the release provision of this Agreement is intended to be construed as broadly as possible to cover any and all claims either Party has, had, or may now have against the other. The Parties acknowledge that they may later discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of this Agreement. They agree that such discovery shall not affect this Agreement, that each assumes the risk of such discovery, and that this Agreement shall remain in full force and effect and shall not be subject to rescission by reason of such discovery or difference in facts. The Parties acknowledge that they are waiving not only their right to recover money or obtain other relief based on the claims released herein, but they are also waiving their rights to recover money or obtain other relief based on any action that might be brought by any other person or entity. EMPLOYEE hereby represents that she has been fully paid all wages to which she is entitled, including, but not limited to overtime payments, if any. The Parties agree and understand that this Agreement does not affect EMPLOYEE's right to file a charge or participate in the investigation of a charge by the EEOC or similar fair employment practices

# Agenda Item 3C

agency and that this Agreement is not intended to and does not interfere with the enforcement authority of such agency. This Agreement is not intended to and does not waive or seek to waive any claim or cause of action as to which waiver is prohibited by applicable law. EMPLOYEE conclusively represents that she has disclosed any and all compensable injuries. EMPLOYEE conclusively represents that she has been paid all wages and compensation of whatever kind and at whatever rate to which she is entitled.

5. No Lawsuits or Claims. The Parties agree not to institute or have instituted on their behalf any lawsuit, charge, or claim of any kind against the other based on the claims they are waiving in this Agreement. The Parties each represent that they do not now have pending any lawsuit, charge, or claim of any kind against the other. If it is determined that either Part does have any pending claim of any kind against the other, each agrees to immediately withdraw or dismiss such claim with prejudice.

6. Effective Date. This Agreement is effective upon execution by both Parties.

7. Disputes. This Agreement shall be governed and construed according to the laws of the State of Florida. The language of the Agreement shall be construed as a whole, according to its plain meaning, and shall not be strictly construed against any party regardless of authorship. **IN THE EVENT THAT ANY PARTY TO THIS AGREEMENT INSTITUTES LEGAL PROCEEDINGS IN A DISPUTE ARISING FROM THIS AGREEMENT, IT IS STIPULATED AND AGREED THAT SUCH CLAIM SHALL BE HEARD BY A JUDGE AND NOT A JURY IN MIAMI-DADE COUNTY, FLORIDA.** EMPLOYEE agrees that venue is proper in Miami-Dade County, Florida, and further agrees that she will not challenge or object to said venue. It is agreed that the prevailing party in such a dispute shall be entitled to all its reasonable attorneys' fees, expenses and costs, including appellate attorney's fees and costs.

8. Counterparts; Signatures By Electronic Transmission. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed one document. Any signature affixed to this Agreement and transmitted by electronic means shall be deemed an original and shall be valid and effective for all purposes.

9. Headings; Singulars And Plurals; Gender. Section headings in this Agreement are for convenience only and have no legal effect. As used in this document, the singular includes the plural and the plural includes the singular. As used in this document, the masculine includes the feminine and vice versa.

10. Acknowledgment. EMPLOYEE has read, understood, and fully considered this Agreement and all its terms. Both Parties acknowledge and agree that this Agreement is the product of mutual negotiation and compromise between the Parties. Having elected to enter into this Agreement, to fulfill the promises set forth herein and to receive thereby the benefits set forth herein, EMPLOYEE freely and knowingly and after full consideration, enters into this Agreement intending to waive, release, and create a final bar to any and all claims she has, had, or may now have against EMPLOYER from the beginning of the world to the Effective Date.

# Agenda Item 3C

11. Entire Agreement. This Agreement constitutes the entire agreement between EMPLOYER and EMPLOYEE regarding its subject matter. EMPLOYEE agrees that she has relied on no promises, representations, understandings, or communications of any kind, written or oral, in agreeing to enter this Agreement other than those set forth expressly herein.

12. Invalidity. In the event that section 3 or any part thereof is determined by a court of competent jurisdiction to be invalid or unenforceable, the entire agreement shall be deemed null and void ab initio.

13. Modification. This Agreement may be modified only by a writing signed by EMPLOYER and EMPLOYEE or their respective successors, assigns, or authorized representatives.

**IN WITNESS WHEREOF,** EMPLOYEE and EMPLOYER have executed this Agreement and General Release as set forth below.

**EMPLOYEE:**

**EMPLOYER:**

NORTH BAY VILLAGE

  
\_\_\_\_\_  
YOLANDA MENEGAZZO

By: \_\_\_\_\_  
LEWIS VELKEN, Interim City Manager

7/17/2018  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date