



North Bay Village

Administrative Offices

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

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

**OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
VILLAGE HALL
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141
TUESDAY, SEPTEMBER 11, 2018
7:30 P.M.**

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

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

1. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF COLORS

NATIONAL ANTHEM (T.I.E.S. CHOIR)

2. A. PROCLAMATIONS AND AWARDS

- 1. First Responders/North Bay Village and Miami-Dade Fire Rescue**
- 2. The Honorable Congresswoman Ileana Ros-Lehtinen**
- 3. Causeway Clean Up Crew of North Bay Village, FL**
- 3. Taiwan Proclamation**
- 4. Childhood Cancer Proclamation**
- 5. Red Ribbon Day Proclamation**

B. CITIZEN PRESENTATIONS TO THE COMMISSION

C. ADDITIONS AND DELETIONS

3. GOOD & WELFARE

4. **VILLAGE COMMISSION'S REPORT**
5. **GRANT WRITER'S REPORT**
6. **ADVISORY BOARD REPORTS**
 - A. ARTS, CULTURAL & SPECIAL EVENTS BOARD
 - B. ANIMAL CONTROL ADVISORY BOARD
 - C. BUSINESS DEVELOPMENT ADVISORY BOARD
 - D. CITIZENS BUDGET & OVERSIGHT BOARD
 - E. COMMUNITY ENHANCEMENT BOARD
 - F. PLANNING & ZONING BOARD
7. **VILLAGE ATTORNEY'S REPORT**
8. **VILLAGE MANAGER'S REPORT**
9. **CONSENT AGENDA:** (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be adopted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.)
 - A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING RENEWAL PRICING FOR PUBLISHING THE VILLAGE'S PUBLIC NOTICES IN THE *MIAMI HERALD NEIGHBORS* SECTION; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED AGREEMENT; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (*INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN*)

The proposed Resolution will renew an agreement with the *Miami Herald* to publish the Village notices.

- 1.) **Commission Action**

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

- A. **AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151 OF THE VILLAGE CODE, ENTITLED “PERMITS AND FEES” BY REVISING SECTION 151.11(A), “CONSTRUCTION PERMITS” AND SECTION 151.11(A)(46)(C), “WEEKEND OR AFTER HOURS WORK”; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

The proposed Ordinance is being heard on First Reading to clarify existing regulations pertaining to work requiring Building Permits, weekend and after-hours construction work.

1.) **Commission Action**

- B. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-03) TO DEVELOP CONSTRUCTION DOCUMENTS FOR PERMITTING, AND BIDDING WASTEWATER PUMP STATION IMPROVEMENTS; AT A LUMP SUM AMOUNT OF \$228,900; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

The proposed Resolution will authorize Kimley-Horn & Associates, Inc. to perform professional engineering services for improvements to the Wastewater Pump Stations, which include developing construction documents for permitting and bidding the Wastewater Pump Station Improvements for a lump sum amount of \$228,900.

1.) **Commission Action**

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-06) TO DEVELOP A SANITARY SEWER EVALUATION STUDY, AT A LUMP SUM AMOUNT OF \$11,800; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

The proposed Resolution will authorize Kimley-Horn & Associates, Inc. to prepare a study, based on the flow data collected from the Sanitary Sewer Collection System, to determine if inflow and infiltration flows into the system are in compliance with DERM's requirement.

1.) Commission Action

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, IMPLEMENTING A COMMUNITY CAT-FEEDING PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR ANDREANA JACKSON)**

The proposed Resolution will create an organized Cat Feeding Program by requiring registration of cat feeders, issuance of NBV ID Card, enforcement of litter laws, and educational outreach.

1.) Commission Action

- E. A RESOLUTION OF THE COMMISSION OF NORTH BY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDED BID NO. 2018-002 FOR DEMOLISHING VILLAGE OWNED BUILDING AT 1335 79TH STREET CAUSEWAY AND CLEARING THE SITE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

The proposed Resolution will approve an agreement with Chin Diesel Inc. to demolish the building at 1335 79th Street Causeway, and clear the site at a lump sum cost of \$81,700.

1.) Commission Action

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF BENCHES, TRASH CANS, AND PET WASTE DISPOSAL STATION FROM ANOVA, FOR LOCATION THROUGHOUT THE VILLAGE; UNDER THE SOLE SOURCE PROVISION, PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROPOSAL, AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROPOSAL; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

The proposed Resolution will approve the purchase of contour benches, trash containers, and Doggy Waste Station for several location throughout the Village.

1.) Commission Action

- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH HUMANA FOR DENTAL AND VISION INSURANCE COVERAGE FOR VILLAGE EMPLOYEES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR HEALTH INSURANCE AT A RATE NOT TO EXCEED 12% OF THE CURRENT INSURANCE PREMIUMS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

The proposed Resolution will approve health, dental, and vision insurance coverage for Village employees.

1.) Commission Action

11. PUBLIC HEARINGS ITEMS INCLUDING ORDINANCES FOR SECOND

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

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, GRANTING A WAIVER, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE’S UNIFIED LAND DEVELOPMENT CODE, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

The proposed Resolution will approve the construction of a dock and boatlift which will extend 30 feet beyond the seawall, where a minimum of 25 feet is required.

- 1.) Commission Action**

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE VILLAGE CODE OF ORDINANCES ENTITLED “GARBAGE, TRASH, AND WEEDS” BY CREATING SECTION 94.25, “PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS”; AMENDING SECTION 153.04 “SCHEDULE OF CIVIL PENALTIES”; PROVIDING FOR ENFORCEMENT; CODIFICATION; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS, VICE MAYOR ANDREANA JACKSON, COMMISSIONER JOSE ALVAREZ, COMMISSIONER LAURA CATTABRIGA, AND COMMISSIONER EDDIE LIM)**

The proposed Ordinance seeks to eliminate plastic straws from the Village.

- 1.) Commission Action**

12. UNFINISHED BUSINESS

13. NEW BUSINESS

**A. APPOINTMENT OF MEMBER TO THE BUSINESS DEVELOPMENT
ADVISORY BOARD**

1.) Commission Action

B. DISCUSSION REGARDING “GREEN DAY” (*Mayor Connie Leon-Kreps*)

C. VILLAGE CLERK’S CONTRACT (*Mayor Connie Leon-Kreps*)

14. APPROVAL OF MINUTES – COMMISSION MEETING

A. SPECIAL COMMISSION MEETING – JULY 30, 2018

B. REGULAR COMMISSION MEETING – JULY 10, 2018

1.) Commission Action

15. ADJOURNMENT

To: North Bay Village Mayor & Village Commission
From: LaKeesha Morris, MSW
Date Submitted: September 4, 2018
Reporting Period: July 1 – August 31, 2018

Grants Submitted this Reporting Period:

1. Alliance for Aging of Miami-Dade and Monroe Counties
 - a. **Date Submitted:** July 12, 2018
 - b. **Amount of Request:** \$100,000
 - c. **Summary:** Funding was requested to support the recreational services that the Village provides to older adults. Additionally, funding was requested to support the current Village Trolley in providing free door to door transit for older adults for shopping and planned group activities.

2. Department of Emergency Management – HGMP
 - a. **Date Submitted:** August 6, 2018
 - b. **Amount of Request:** \$11 Million
 - c. **Summary:** Funding was requested to support the undergrounding of utility poles throughout the Village.

Grants “Under Construction”

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

1. **FEMA – Flood Mitigation Assistance**
 - a. **Date Due:** TBD – Potentially October 2018
 - b. **Amount of Request:** Varies **Match:** Generally 25% of Project Cost
 - c. **Summary:** These grant funds may be used for infrastructure protective measures, flood water storage and diversion, water and sanitary sewer protective measures, utility protective measures, stormwater management, aquifer storage and recovery, flood mitigation planning.
 - d. **Items Needed to Apply:** Project must be included in the Miami-Dade County Local Mitigation Strategy (must obtain letter from County Coordinator, Cathie Perkins). Must submit a Benefit Cost Analysis (BCA). For drainage projects, this includes identifying the homes/buildings in the project area that are insured through the National Flood Insurance Program and the history of insurance claims. If less than 50% of the homes/structures in the project area do not have NFIP numbers, then the project will not be competitive. Municipality must be in favorable standing with NFIP. Additional points are awarded for having match funding provided by private organizations/businesses; participation in Community Rating System (CRS); adopting



International Building Codes; and/or having a Building Code Effectiveness Grading Schedule rating.

1. FEMA – Pre-Disaster Mitigation Grant

- a. **Date Due:** TBD – Potentially October 2018
- b. **Amount of Request:** Varies **Match:** Minimum 25% of Project Cost
- c. **Summary:** These grant funds may be used for generators for critical facilities, undergrounding of utilities, or stormwater management projects identified in a FEMA-approved mitigation plan; and Mitigation projects that reduce risk to any natural hazard (e.g., seismic, wildfire, landslide, wind, flood, drought)”.
- d. **Items Needed to Apply:** Project must be included in the Miami-Dade County Local Mitigation Strategy (must obtain letter from County Coordinator, Cathie Perkins). Must submit a Benefit Cost Analysis (BCA). This is calculated by comparing the cost of not completing the project vs. the cost of completing the mitigation project. Priority is given to applicants enrolled in the National Flood Insurance Program (NFIP) and with a Community Rating System (CRS) score. Additional points are awarded for having match funding provided by private organizations/businesses; adopting International Building Codes, having a Building Code Effectiveness Grading Schedule rating.

Grant Updates

The following quarterly reports were submitted on behalf of the Village:

- Florida Inland Navigation District – Baywalk Planning/Design Project
- Florida Inland Navigation District – Baywalk Plaza Construction
- South Florida Water Management District – Outfall Project
- Florida Department of Environmental Protection – Outfall Project/Catch Basins

The following grants were awarded/announced this reporting period:

- **Miami Dade Age Friendly Mini-Grant - \$2,500** to install small computer lab for older adults
- **Florida Department of Transportation - \$153,000** for ADA upgrades to the roadway and sidewalks throughout Treasure Island.
- **Miami Dade Transit Planning Organization - \$50,000** to expand Trolley service to link to Miami-Dade County’s SMART (Public Transportation) system.

Agenda Item 9A



North Bay Village

Administrative Offices


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NORTH BAY VILLAGE **MEMORANDUM**

DATE: August 28, 2018

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

FROM: Lewis Velken 
Interim Village Manager

SUBJECT: Approval of Pricing Renewal - *The Miami Herald Media Company* - Public Notices

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution approving the renewal pricing for publishing the Village's public notices in the *The Miami Herald Media Company*.

BACKGROUND:

Pursuant to State and local laws, the Village is required to publicize notices of public hearings, meeting notices, and other Village actions. Section 30.07 of the Village Code requires the Village to advertise public notices regarding ordinance adoption in a newspaper of general circulation in the Village.

The Village has maintained the *Miami Herald Neighbors* as its publishing vendor for several years now, since the publication has become a familiar daily circulation throughout the Village. The contract calls for a commitment of 48 notices during the contract year in order to enjoy the reduced rate as opposed to an open rate in the local section.

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 9A

Advertisement in the *Miami New Times*, the *Sun Sentinel*, and the *Miami Daily Business Review* will be lower, but these publications are not circulated daily; and they do not fulfill the need that the *Neighbors* provide to have information readily available to the residents.

BUDGETARY IMPACT:

Funds are appropriated in the FY 2018 budget for newspaper advertisements. No additional cost will be incurred for entering into the contract.

PERSONNEL IMPACT:

None

CONTACT:

Yvonne P. Hamilton, CMC
Village Clerk

Agenda Item 9A

Tropical Life- Thursday & Sunday Neighbors Advertising Rates

Miami Herald

Miami-Dade Sunday Neighbors

The Miami Herald's zoned Neighbors sections offer advertisers the opportunity to target their advertising to specific circulation areas of the Miami Herald in Miami-Dade County. These neighborhood tabloids are inserted in the Miami Herald every Sunday. Neighbors completely cover Miami-Dade County with four editions.

Miami-Dade Neighbors Circulation by Zone

Zone	Sunday
South West	13,121
South East	34,955
North West	22,714
North East	22,979

Total 93,768

Source: AAM 2017

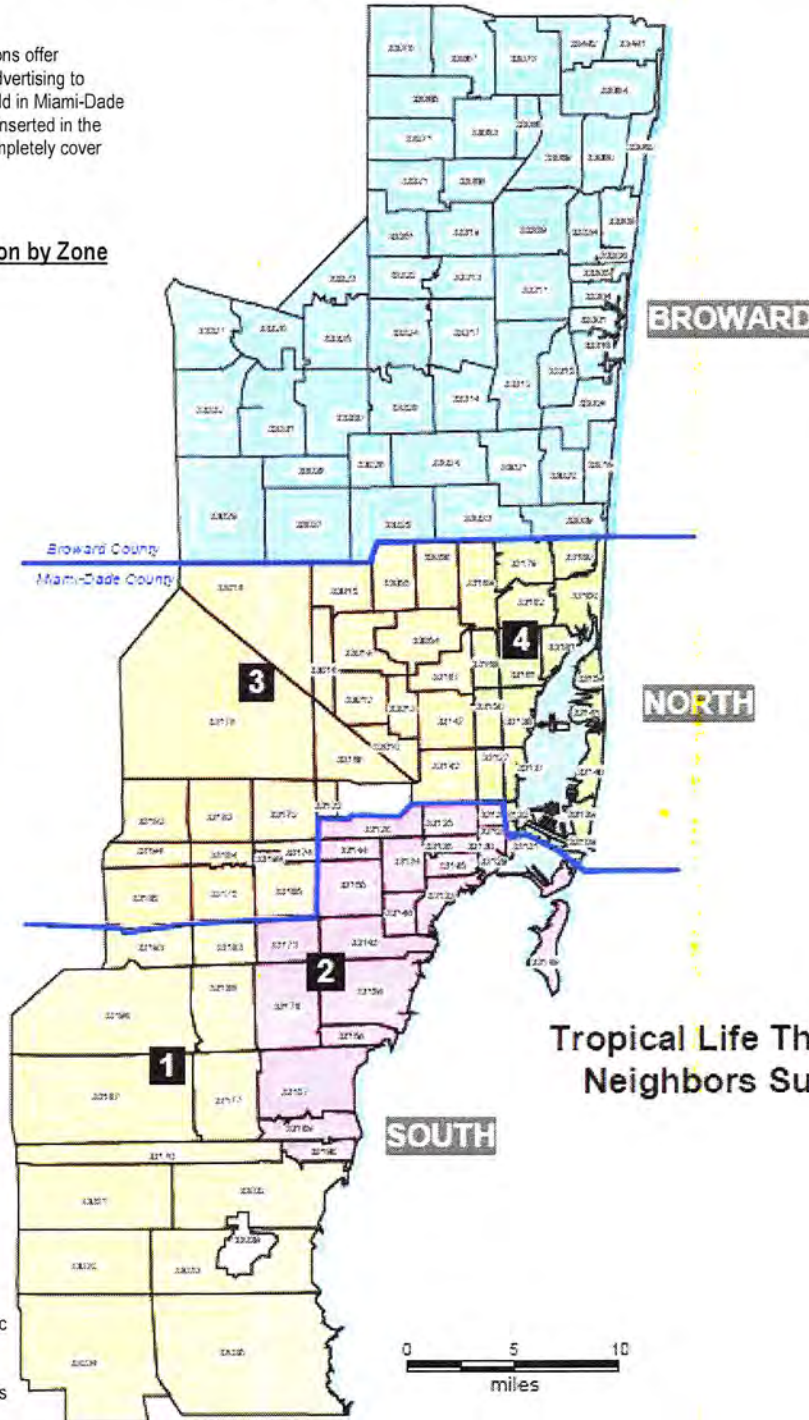
Zones

South West (Zone 1): Country Walk, Florida City, Hammocks, Homestead, Kendale Lakes, Redland, South Dade, West Kendall

South East (Zone 2): Brickell, Coconut Grove, Coral Gables, Cutler Bay, Kendall, Key Biscayne, Overtown, Palmetto Bay, Pinecrest, Richmond Heights, South Miami, The Falls, Westchester

North West (Zone 3): Doral, Hialeah, Liberty City, Medley, Miami Gardens, Miami Lakes, Miami Springs, Opa-locka, Sweetwater, Virginia Gardens, West Miami

North East (Zone 4): Aventura, Bal Harbour, Bay Harbor Islands, Fisher Island, Golden Beach, Highland Lakes, Miami Beach, Miami Shores, North Bay Village, North Miami, North Miami Beach, Sunny Isles, Surfside, Wynwood



Tropical Life Thursday Zones
Neighbors Sunday Zones

Thursday Tropical Life

The Miami Herald's zoned Tropical Life Thursday section offers advertisers the opportunity to target their advertising to specific zoning areas in Miami-Dade and Broward County. Tropical Life is the Miami Herald's features and entertainment section with a focus of the performing arts on Thursday.

Tropical Life Circulation by Zone

Zone	Thursday
Miami-Dade South	37,576
Miami-Dade North	28,152
Broward	17,658

Total 83,386

Source: AAM 2017

Agenda Item 9A

Tropical Life- Thursday & Sunday Neighbors Advertising Rates

Miami Herald

Miami- Dade North

	Thursday Tropical Life				
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 985	\$ 1,150	\$ 1,235	\$ 1,310	\$ 1,640
Half-Page	\$ 615	\$ 715	\$ 770	\$ 820	\$ 1,025
Quarter-Page	\$ 385	\$ 450	\$ 485	\$ 520	\$ 640
PCI	\$ 36	\$ 42	\$ 45	\$ 48	\$ 60

	*Combo (Thursday TL & One Sunday Neighbors Zone)				
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 1,045	\$ 1,220	\$ 1,308	\$ 1,395	\$ 1,743
Half-Page	\$ 653	\$ 760	\$ 818	\$ 870	\$ 1,088
Quarter-Page	\$ 408	\$ 478	\$ 510	\$ 545	\$ 680
PCI	\$ 76	\$ 89	\$ 95	\$ 102	\$ 127

Miami- Dade South

	Thursday Tropical Life				
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 1,190	\$ 1,390	\$ 1,490	\$ 1,590	\$ 1,985
Half-Page	\$ 745	\$ 870	\$ 930	\$ 990	\$ 1,240
Quarter-Page	\$ 465	\$ 545	\$ 580	\$ 620	\$ 775
PCI	\$ 44	\$ 51	\$ 54	\$ 58	\$ 72

	*Combo (Thursday TL & One Sunday Neighbors Zone)				
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 890	\$ 1,038	\$ 1,113	\$ 1,035	\$ 1,483
Half-Page	\$ 555	\$ 648	\$ 693	\$ 740	\$ 925
Quarter-Page	\$ 348	\$ 405	\$ 438	\$ 465	\$ 580
PCI	\$ 33	\$ 38	\$ 41	\$ 43	\$ 54

Broward Only

	Thursday Tropical Life				
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 930	\$ 980	\$ 1,005	\$ 1,120	\$ 1,764
Half-Page	\$ 490	\$ 515	\$ 545	\$ 560	\$ 885
Quarter-Page	\$ 280	\$ 295	\$ 310	\$ 325	\$ 515
PCI	\$ 40	\$ 46	\$ 50	\$ 53	\$ 66

	*Combo (Thursday TL & One Sunday Neighbors Zone)				
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 968	\$ 1,129	\$ 1,210	\$ 1,215	\$ 1,613
Half-Page	\$ 604	\$ 704	\$ 755	\$ 805	\$ 1,006
Quarter-Page	\$ 378	\$ 441	\$ 474	\$ 505	\$ 630
PCI	\$ 54	\$ 64	\$ 68	\$ 72	\$ 91

All Zones

	Thursday Tropical Life Total Distribution				
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 3,480	\$ 4,060	\$ 4,350	\$ 4,640	\$ 5,800
Half-Page	\$ 2,180	\$ 2,540	\$ 2,720	\$ 2,900	\$ 3,630
Quarter-Page	\$ 1,360	\$ 1,590	\$ 1,700	\$ 1,820	\$ 2,270
PCI	\$ 127	\$ 148	\$ 159	\$ 169	\$ 212

	*Combo (Thursday TL & All Sunday Neighbors Zone)				
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 3,095	\$ 3,610	\$ 3,870	\$ 4,130	\$ 5,160
Half-Page	\$ 1,930	\$ 2,250	\$ 2,410	\$ 2,570	\$ 3,215
Quarter-Page	\$ 1,210	\$ 1,410	\$ 1,510	\$ 1,610	\$ 2,015
PCI	\$ 113	\$ 132	\$ 141	\$ 151	\$ 188

	Pick-Up Additional Zone Rate				
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 533	\$ 621	\$ 666	\$ 710	\$ 888
Half-Page	\$ 333	\$ 388	\$ 415	\$ 443	\$ 554
Quarter-Page	\$ 208	\$ 243	\$ 260	\$ 278	\$ 346
PCI	\$ 20	\$ 23	\$ 24	\$ 26	\$ 33

* Combo Thursday TL is a straight pick up from Sunday Neighbors ad
 * Sizes are Tabloid for Combo TL



Agenda Item 9A

2018 Miami- Dade Sunday Neighbors Advertising Rates

Miami Herald

South West (Zone 1)

	Sunday Neighbors				
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 600	\$ 700	\$ 750	\$ 800	\$ 1,000
Half-Page	\$ 375	\$ 440	\$ 470	\$ 500	\$ 625
Quarter-Page	\$ 235	\$ 275	\$ 295	\$ 310	\$ 390
PCI	\$ 22.00	\$ 25.75	\$ 27.50	\$ 29.50	\$ 36.75

South East (Zone 2)

	Sunday Neighbors				
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 825	\$ 960	\$ 1,030	\$ 1,100	\$ 1,375
Half-Page	\$ 515	\$ 600	\$ 645	\$ 690	\$ 860
Quarter-Page	\$ 320	\$ 375	\$ 400	\$ 430	\$ 535
PCI	\$ 30.00	\$ 35.00	\$ 37.50	\$ 40.00	\$ 50.00

North West (Zone 3)

	Sunday Neighbors				
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 505	\$ 590	\$ 630	\$ 670	\$ 840
Half-Page	\$ 315	\$ 370	\$ 395	\$ 420	\$ 525
Quarter-Page	\$ 195	\$ 225	\$ 245	\$ 260	\$ 325
PCI	\$ 18.25	\$ 21.25	\$ 23.00	\$ 24.50	\$ 30.50

North East (Zone 4)

	Sunday Neighbors				
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 735	\$ 860	\$ 920	\$ 980	\$ 1,225
Half-Page	\$ 460	\$ 535	\$ 575	\$ 610	\$ 765
Quarter-Page	\$ 290	\$ 340	\$ 365	\$ 390	\$ 485
PCI	\$ 27.25	\$ 31.75	\$ 34.25	\$ 36.50	\$ 45.50

All Zones

	Sunday Neighbors				
	48x	26x	13x	6x	Open Rate
Full-Page	\$ 2,130	\$ 2,485	\$ 2,665	\$ 2,840	\$ 3,550
Half-Page	\$ 1,330	\$ 1,550	\$ 1,660	\$ 1,770	\$ 2,215
Quarter-Page	\$ 830	\$ 970	\$ 1,040	\$ 1,110	\$ 1,385
PCI	\$ 78.00	\$ 91.00	\$ 97.50	\$ 104.00	\$ 130.00

Agenda Item 9A

Available Ad Sizes

Neighbors Tabloid

Full Page: 6 col x 9.5"
 1/2 Page: 6 col x 4.75" or 3 col x 9.5"
 1/4 Page: 3 col x 4.75"

Tropical Life Broadsheet

Full Page: 6 col x 20.5"
 1/2 Page: 6 col x 10.25"
 1/4 Page: 3 col x 10.25"

Color Rates per Zone

Neighbors Tabloid

Full Page: \$250
 1/2 Page: \$125
 1/4 Page: \$85

Tropical Life Broadsheet

Full Page: \$500
 1/2 Page: \$250
 1/4 Page: \$170

ROP Premium Position Cancellation Policy

ROP premium positions (defined as spadeas, double trucks and Section A front page strips) in the Miami Herald, el Nuevo Herald, and Yes! (Sunday Select) publishing on January 1, February 13, February 15, May 30, July 4, September 5, and during November and December will be subject to a mandatory cancellation fee.

Once Advertiser reserves Publication Date(s) for ROP premium position(s) for any of the positions and dates outlined above, Advertiser cannot cancel or change that date(s) unless Advertiser delivers written notice of change or cancellation to MHMC not less than seven (7) business days prior to publication date. If Advertiser's written notice is not timely, or if Advertiser otherwise fails to keep the Publication Date for such premium positions, then unless the advertising runs as scheduled Advertiser agrees to pay a cancellation fee equal to 25% of reserved ad position amount.

Holiday Rates and Circulation

We provide Sunday circulation of the Miami Herald and el Nuevo Herald to all subscribers on the following days/sections:

New Year's Day*	Mon, Jan 1
Martin Luther King Holiday	Mon, Jan 15
President's Day	Mon, Feb 19
Summer Fun	Fri, Apr 6
Memorial Day*	Mon, May 28
Independence Day *	Wed, Jul 4
Labor Day *	Mon, Sep 3
Thanksgiving Day Eve	Wed, Nov 21
Thanksgiving Day *	Thurs, Nov 22
Day After Thanksgiving *	Fri, Nov 23
Christmas Day *	Tue, Dec 25
Day After Christmas *	Wed, Dec 26
New Year's Eve	Mon, Dec 31

* The following days/sections are also charged at the Sunday contract rate and include Sunday pricing of color and any other applicable premiums: New Year's Day, Independence Day, Labor Day, Thanksgiving Day Eve, Thanksgiving Day, Day After Thanksgiving, Christmas Day, Day After Christmas.

Miscellaneous Notes

- For information regarding contracts/policies/terms, please refer to Contracts/Policies/Terms rate card (H1).
- For information regarding deadlines, please refer to Deadlines rate card (H2).
- For information regarding mechanical requirements, please refer to Mechanical Requirements rate card (H3).

* Rates, unless otherwise indicated, are line rates. All references to "the Miami Herald", "the Herald" and "Herald" pertain to domestic U.S. editions of the Miami Herald. Advertising in el Nuevo Herald may be purchased separately or in tandem with other MHMC products.

Outproof Policy

A proof of your ad is provided free of charge. If rush proof is required, an additional \$40.00 will be charged to your account, and the proof will be available within 4 hours of the request.

Changes and revisions to your proof can be made free of charge up to two (2) times. A \$25.00 charge will be incurred for each subsequent revision requested.

Contact Information

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North Bay Village

Administrative Offices


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

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

MEMORANDUM North Bay Village

DATE: August 29, 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 RENEWAL PRICING FOR PUBLISHING THE VILLAGE'S PUBLIC NOTICES IN THE *MIAMI HERALD NEIGHBORS* SECTION; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED AGREEMENT; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

LV:yph

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RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING RENEWAL PRICING FOR PUBLISHING THE VILLAGE'S PUBLIC NOTICES IN THE *MIAMI HERALD NEIGHBORS* SECTION; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED AGREEMENT; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (*INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN*)

WHEREAS, North Bay Village has utilized the services of "*The Miami Herald Media Company*" to publish the Village's public notices required by State and local laws; and

WHEREAS, the Village Manager hereby recommends that the Village Commission renew the pricing with "*The Miami Herald Media Company*" for publishing the Village's public notices in the *Neighbors* in accordance with agreement attached hereto as Exhibit "1" (the "Agreement").

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

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

Section 2. Approval of Renewed Pricing Terms. The pricing terms for the *Miami Herald Media Company* for publishing the Village's public notices in the *Neighbors section* are hereby approved for renewal from August 1, 2018 through August 1, 2019 as shown on the retail advertising rates attached as "Exhibit 1".

Section 3. Execution of any Required Agreement. The Village Manager is authorized to execute any required agreement, subject to the approval as to form and legality by the Village Attorney.

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Section 4. Authorization of Village Officials. The Village Manager and/or his designee are authorized to implement the terms and conditions of any such agreements.

Section 5. Authorization of Fund Expenditure. The Village Manager is authorized to expend budgeted funds as necessary to implement the terms of this Agreement.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 11th day of September 2018.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Norman C. Powell, Esq.
Village Attorney

North Bay Village Resolution-Miami Herald Neighbors- 2018-2019

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ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151 OF THE VILLAGE CODE, ENTITLED "PERMITS AND FEES" BY REVISING SECTION 151.11(A), "CONSTRUCTION PERMITS" AND SECTION 151.11(A)(46)(C), "WEEKEND OR AFTER HOURS WORK"; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

WHEREAS, Chapter 151 of the Village Code sets forth regulations and guidelines for the issuance of construction permits; and

WHEREAS, building construction in North Bay Village is generally only permitted during daytime weekday hours from 8:00 A.M. to 5:00 P.M. with the issuance of a Building Permit, and

WHEREAS, in order to address community requests, Section 151.11(A)(46) of the Village Code permits extended construction hours work upon approval by the Village Manager; and

WHEREAS, the Village Commission recognizes the language of the ordinance requires clarification to ensure compliance.

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

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

Section 2. Code Amendment. Chapter 151 of the North Bay Village Code of Ordinances, entitled "Permit Fees" is hereby amended by revising Section 151.11(46)C as follows:

Section 151.11

§ 151.11 - Permits; fees.

(A) No person shall erect or construct, or proceed with the erection or construction of any building or structure, nor add to, enlarge, move, improve, alter, convert, extend or demolish any building or structure, where the cost of the work is more than \$500.00 without first obtaining a building permit. A building permit shall be required for any construction activity, regardless of value, that includes structural, electrical, plumbing, or mechanical work.

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~~Exception: Any construction activities, regardless of the value, that includes structural, electrical, plumbing, or mechanical work shall require a permit.~~

An applicant for a building permit shall tender a non-refundable permit fee in the amount of \$125.00 with the application. The minimum permit fee shall be \$125.00.

When the base permit fee exceeds \$400.00, there shall be imposed a nonrefundable plan review fee equal to one-third of the base building permit fee (including electrical, plumbing, and mechanical) paid at the time of submittal of the building permit application. This fee shall be applied to the total fees at the time of issuance of the building permit. Should a building permit not be issued, this fee shall not be refunded.

An additional plan review fee in the amount of \$125.00 per hour or the actual cost of engineering services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the structural engineering review mandated by Miami-Dade County.

An additional plan review fee in the amount of \$125.00 per hour or the actual cost of zoning services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the zoning review mandated by the Village Code.

These fees shall be paid by the contractor or owner to the Village prior to the issuance of a permit and shall, if not paid, constitute a lien upon the property for which a building permit is sought. These fees shall be due and payable without regard to whether or not a permit is issued by the Building Department.

If the applicant has not picked up the resulting building permit within 90 days of receipt of notice from the Village that the application is approved and ready for pick up, then the Village may close the application out and maintain the proper records as required by Florida Statutes. An applicant wishing to receive a permit after the 90-day period must reapply with a new application. There shall be no refund of any prior payments or fees if the application has expired.

For purposes of determining the permit fee, the value of the work to be performed under the permit shall be determined as follows:

(1) For new construction of and additions to the Florida Building Code occupancies the construction value of the work shall be the current values established by the Miami-Dade Board of County Commission.

(2) For miscellaneous permit activity not otherwise provided for in this section, including but not limited to repair, or alterations, or changes to electrical service, the value of the work shall be the actual value of such work as determined by the applicant and approved by the Building Official. The applicant shall be responsible for accurate reporting of the value of the work, and the reported value shall be subject to review and verification by the Building Official.

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(1) New buildings and/or additions including, but not limited to, residential, mixed-use residential, residential/office, mixed-use office, institutional, educational, hotels, and condo-hotels:

Permit fee shall be the square footage times \$1.00, plus additional fees for electrical, plumbing, and mechanical and sign permits as listed herein.

Minimum fee\ \$125.00

(2) New commercial construction:

Permit fee shall be the square footage times \$0.75 plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.

Minimum fee\ \$125.00

(3) New industrial construction:

Storage and industrial use of Group I & S (Florida Building Code) occupancies:

a. Permit fee shall be the square footage times \$0.75 plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.

b. Minimum fee \$125.00

(4) New parking garage or warehouses:

Permit fee shall be the square footage times \$0.75 plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.

Minimum fee\ \$125.00

(5) New construction other than as specified herein (water towers, pylons, bulk storage tank foundations, sea walls, bulkheads, docks and similar construction):

Permit fee shall be \$100.00 for the first 100 square feet plus \$12.00 for each additional 100 square feet plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.

Minimum fee\ \$125.00

(6) New metal-wood and/or prefab storage sheds:

Permit fee shall be \$75.00 for the first 100 square feet plus \$10.00 for each additional 100 square feet plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.

Minimum fee\ \$125.00

Note: The following fees shall apply to building permits only and shall not include fees for plumbing, electrical, or mechanical installation.

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(7)Alterations, remodeling and repairs to building and other structures:

Single-family homes, duplexes, and areas within a residential condominium unit:

Permit fee shall be estimated value times 1.5 percent.

Minimum fee\ \$125.00

Multifamily residential:

Permit fee shall be estimated value times 1.5 percent.

Minimum fee\ \$125.00

Commercial occupancy:

Permit fee shall be estimated value times 3.0 percent.

Minimum fee\ \$125.00

Storage and industrial use of Group E & F, Florida Building Code, S & I, Florida Building Code occupancies:

Permit fee shall be estimated value times 3.0 percent.

Minimum fee\ \$125.00

Repairs to fire damaged structures (all occupancy):

Permit fee shall be estimated value times 3.0 percent.

Minimum fee\ \$125.00

Painting of single-family homes, duplexes:

Permit fee shall be estimated value \times 2.5 percent.

Minimum fee\ \$125.00

(8)Installation of exterior operable windows and exterior sliding glass door in new buildings or additions exceeding two stories in height, and the installation, alteration and repair of such windows and doors in existing buildings of any height, as follows:

New installation or replacement:

Permit fee shall be estimated value \times 5.0 percent.

Permit fee if the building is included in a master building permit issued by the Village:
Estimated value \times 3.0 percent.

Minimum fee\ \$125.00

(9)Painting of multi-family, commercial and industrial buildings:

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Permit fee shall be estimated value \times 5.0 percent.

Permit fee if the building is included in a master building permit issued by the Village:
Estimated value \times 3.0 percent.

Minimum fee\\$125.00

(10)Painting of single-family dwellings, duplexes:

Permit fee shall be estimated value \times 2.5 percent.

Minimum fee\\$125.00

(11)Curtain walls including windows and doors therein:

Permit fee shall be estimated value \times 5.0 percent.

Permit fee if the building is included in a master building permit issued by the Village:
Estimated value \times 3.0 percent.

Minimum fee\\$125.00

(12)Roofs (including re-roofing):

Permit fee shall be estimated value \times 5.0 percent.

Permit fee if the building is included in a master building permit issued by the Village:
Estimated value \times 3.0 percent.

Minimum fee\\$125.00

(13)Reserved.

(14)Utility buildings: Pre-fab or built on site:

Minimum fee\\$125.00

(15)Storm shutters:

Permit fee shall be estimated value \times 5.0 percent.

Minimum fee\\$125.00

(16)Awnings, canopies, residential patios or carports (with Fire Bureau approval):

Permit fee shall be:

First seven awnings\75.00

Each additional awning\7.00

Canopy\75.00

Minimum fee\125.00

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(17) Building moving or other structures:

For each 100 square feet or fractional part thereof 20.00

Minimum fee \$250.00

(18) Construction trailer and sales model:

Each trailer \$250.00

(19) Fences and/or walls (multi-family dwellings, commercial, and industrial buildings):

Permit fee shall be estimated value \times 5.0 percent.

Minimum fee \$125.00

Fences and/or walls (single-family dwellings and duplexes):

Permit fee shall be estimated value \times 5.0 percent

Minimum fee \$125.00

Fence located on public property:

Permit fee, for first 50 feet, plus \$20.00 for each additional 50 feet or a fraction thereof 100.00

Minimum fee \$125.00

(20) Demolitions:

Permit fee shall be estimated value \times 5.0 percent

Minimum fee \$125.00

(a) Construction dumpsters (containers for the placement of construction debris shall not be placed within the public right-of-way without prior authorization by the Building & Zoning Department). Violation of this section shall be governed by Chapter 153 of the Village Code.

Construction dumpsters:

Permit fee 100.00

(21) Sandblasting:

Permit fee for each single-family residence 125.00

All other structures 125.00

(22) All paving in connection with residential or commercial work including concrete drives:

Permit fee shall be estimated value \times 5.0 percent.

Permit fee if the building is included in a master building permit issued by the Village:
Estimated value \times 3.0 percent.

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Minimum fee\\$125.00

(23)Asphalt resurfacing (restriping):

Permit fee shall be estimated value \times 3.0 percent.

Minimum fee\\$125.00

(24)Concrete slabs:

Permit fee shall be estimated value \times 5.0 percent.

Permit fee if the building is included in a master building permit issued by the Village:
Estimated value \times 3.0 percent.

Minimum fee\\$125.00

(25)Job site lost permit card replacement 50.00

(26)Certificate of occupancy, temporary or final (required or requested), permit fee per unit
\$180.00

(27)Certificate of completion, temporary or final \$180.00

(28)Elevators, escalators and other transporting devices:

Each unit for each story or ten feet measured vertically at \$10.00 each, minimum fee\125.00

(29)Decibel meter reading to determine sound level of mechanical equipment

Prepaid fee, per site visit or event\125.00

(30)Air conditioning and refrigeration, including relocation of equipment:

Mechanical permit fee shall be estimated value \times 5.0 percent.

Permit fee if the building is included in a master building permit issued by the Village:
Estimated value \times 3.0 percent.

Minimum fee\125.00

(31)Land clearing:

Each 5,000 square feet of area or fraction thereof\125.00

Permit fee minimum\125.00

(32)Soil solidification in any form:

First \$1,000.00 value of work\75.00

For each additional \$1,000.00 value of work\10.00

Minimum fee\125.00

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(33)Solar energy systems:

See electrical and plumbing fee schedules.

(34)Swimming pools (with maximum three-foot deck perimeter):

Up to 16,000 gallons\ \$125.00

Each 1,000 gallons in excess\ \$5.00

Portable above ground, minimum fee\ \$60.00

Pool piping (see plumbing fee schedule).

Pool heaters (see plumbing fee schedule).

Note: Larger decks than those above, see subsection (2), fee schedule.

(35)Signs (including all interior signs visible from exterior of premises occupied such as shopping centers and malls):

(a)Ground signs (including internal, directional signs, such as parking area, etc., on private property) \$125.00

(b)Projecting signs \$125.00

(c)Flat signs \$125.00

(d)Painted on wall signs \$125.00

(e)Temporary signs \$125.00

(f)Any change or alteration of approved existing sign, such as metal box, copy lettering, new message, repair, etc., (not including removable letters) to be 60 percent of fee for new sign of same type or category. Permit fee \$125.00

(g)Repaint of existing message, minimum fee \$40.00

(36)Banner signs:

Permit fee, for the initial permit plus \$60.00 for each renewal\ \$125.00

(37)Store front signs:

Permit fee\ \$125.00

(38)Fee for re-inspection (structural):

Fee for visual re-inspection of existing buildings, \$60.00 per half hour, per inspection.

(a)Improvements to property and installations not specified above shall be based on subsection (2), fee schedule.

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(b) Failure of licensed contractor to request final inspection when work completed shall subject said contractor to payment of fee of \$75.00 prior to issuance of further permits.

(c) For any other building or structural work not mentioned above the fees required by this chapter or any other ordinance of the Village shall be paid, and all requirements of this chapter and any other ordinance shall be enforced by the inspectors specifically charged with such enforcement, or by the Village employee designated by the Building Official, if not otherwise specifically provided for. The fees shall include payment for the permit and for inspection of the work, after the same shall have been completed. If the Building Inspector shall, upon his inspection, after completion of the work or apparatus, find that the same does not conform to and comply with the provisions of this chapter, he shall notify the contractor or owner indicating the corrections required; and when he shall be notified that the corrections have been made, he shall inspect the work or apparatus at a charge of \$125.00 for each re-inspection due to any one of the following reasons.

1. Wrong address.

2. Condemned work resulting from faulty construction.

3. Repairs or corrections not made when inspection is called.

4. Work not ready for inspection when called.

(d) The payment for re-inspection fees, correction of workmanship or violations, shall be made before any further permits will be issued to the person responsible for or owing same.

(e) No permit will be required for general maintenance or repairs which do not change the occupancy, and value of which is less than \$500.00 in labor and materials. No permit is required for the construction or repair of any roof covering if less than 200 square feet in area.

(39) Filming.

Purpose and objectives.

(a) *Definitions.* For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Film or filming means any and all still, live or motion picture productions whether made on or by film, electronic tape or any other electronic device used to produce theatrical motion pictures, television entertainment motion pictures, industrial motion pictures, television commercials or print media. Filming shall include the erection and dismantling of the equipment associated therewith.

Permit means a permit issued by the Village in accordance with the terms of this article.

Village Manager means the Village Manager or authorized designee.

(b) *Applicability of article.* This article shall apply to all the lands within the Village's jurisdiction, whether public or private.

(c) *Permits.*

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1. Permit required; display. No person shall film within the Village without first applying for and obtaining a permit from the Village Manager. All permits shall be conspicuously displayed at the filming location.

2. Permit application. Applications for a permit:

i. Shall be on the form provided by the Village.

ii. Shall identify the applicant.

iii. Shall identify the locations where filming is going to be conducted. If the applicant is the owner of the property where filming is going to be conducted, the city shall require proof of ownership, such as the deed, or if applicant is not the owner, then the Village shall require the owner's sworn consent to the filming and proof of ownership.

iv. Shall require that the applicant provide evidence of public liability insurance in the minimum amount of \$1,000,000.00 or as otherwise established by the Village. All insurance policies shall name the Village as additional insured.

v. Shall include a parking plan for automobiles, trucks and other vehicles connected with the filming.

vi. Shall include a site plan for the locations where filming will be conducted.

vii. May, at the discretion of the Village Manager, require that the applicant post a cash bond to be determined by the Village Manager and be held by the Village to be used, if necessary, to repair damage to public property caused by the filming.

3. Limitations on permits. Permits issued by the Village shall be subject to the following:

i. No filming shall be permitted from 11:00 p.m. to 7:00 a.m.

ii. Other limitations as specified by the Village Manager depending on the location and type of filming such as, requiring off-duty police officers to be present during filming.

4. Permit fees. A permit fee in the amount of \$200.00 per day shall be due and payable at the time of permit application. Permit fees shall be doubled for all filming, which is done without first obtaining a permit. The additional fee shall be imposed as a penalty.

5. Permit criteria. A filming permit shall be granted unless the Village Manager finds that the proposed filming:

i. Unduly impedes governmental business or public access;

ii. Conflicts with previously scheduled activities; or

iii. Imperils public safety.

(d) *Notice to property owners prior to filming.* Forty-eight hours prior to commencing any permitted filming, the permit holder shall notify in writing all property owners within 300 feet

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of the filming location. The notice to owners shall include but not be limited to the location, date, hours and subject matter of the filming.

(e)*Penalty for violation of article.* Any person who violates the provisions of this article shall be subject to a \$500.00 fine and revocation of the permit.

(f)*Exemptions from article.* The following shall be exempt from the provisions of this article:

1. Individuals filming or videotaping only for their own personal or family use.
2. Employees of print or electronic news media when filming ongoing news events. This exception shall not apply to simulations or reenactments orchestrated by print or electronic news media.
3. Indoor motion picture studios.
4. Governmental agencies or instrumentalities including, but not limited to, a news service created or established by the United States Information Agency, if Village Manager receives notification prior to filming.

(g)*Variances from provisions of article.* Upon application to the Village Commission, variances may be granted from the terms of this article, provided that:

1. Signatures indicating consent have been obtained from all of the owners of property located within 300 feet of the filming location;
2. A finding is made by the Village Commission that the variance will not be injurious to the area involved or otherwise detrimental to the public welfare; and
3. The filming proposed to be done as a result of the variance will be conducted in accordance with all standards in this article other than those for which a variance is being granted.

(h)*Appeals.* Any person aggrieved by the terms of a permit issued by the Village Manager, by the decision not to issue a permit, by the revocation of a permit or by the denial of a variance may, within ten days of the decision, appeal to the Village Commission, whose decision shall be final.

1. Wrong address.
2. Condemned work resulting from faulty construction.
3. Repairs or corrections not made when inspection is called.
4. Work not ready for inspection when called.

(40)Reserved.

(41)Plumbing permits and fees; sewer permits and fees:

Plumbing permit fee shall be estimated value × 5.0 percent.

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Permit fee if the building is included in a master building permit issued by the Village:
Estimated value × 3.0 percent.

Minimum fee\125.00

Failure of licensed contractor to request final inspection will subject said contractor to payment of\125.00

(42)Solar heating systems and designs:

Fee computed as per building fee schedule, subsection

(4).Note: Due to many variable designs and applications a separate electrical permit may be required.

(43)Inspections of structural plumbing, electrical components are required during work for final approval of installation.

When an incomplete or incorrect plat as regards ownership or location of a building is handed to the Inspector of Plumbing, he shall charge a fee for making the correction or completion of the information\125.00

(43.1)Inspections conducted after normal working hours:

A. Monday through Friday from 8:00 a.m. through 5:00 p.m., per hour \$100.00

With a two-hour minimum fee of\200.00

B. Weekends (Saturdays and Sundays) and holidays, per hour \$100.00

With a minimum three hour fee of\300.00

C. Same day re-inspection fee, per hour \$60.00

During normal working hours, with a two-hour minimum fee of\120.00

D. Re-inspection fee for next inspection cycle, per hour \$75.00

With a one hour minimum fee of\75.00.

(44)Gas permits and fees (see fee schedule above for plumbing permit fees):

(a)Gas permits (new work or remodeling) each outlet \$10.00

(b)Gas piping per appliance \$5.00

(c)Where appliances are removed and reset on the same outlet \$25.00

(d)The payment of re-inspection fees, corrections not being ready, or violations is the same as the building fee schedule requirements \$75.00

(e)Fee for visual re-inspection of existing gas systems \$75.00

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(f) Failure of licensed contractor to request final inspection will subject said contractor to payment of a \$75.00 fee prior to the issuance of further permits.

(45) Electrical permits and fees. Any person desiring an electrical permit to be issued as required shall, in addition to filing an application therefore, and before such permit is issued, pay a permit fee in accordance with the following schedule.

Electrical permit fee shall be estimated value \times 5.0 percent.

Permit fee if the building is included in a master building permit issued by the Village:
Estimated value \times 3.0 percent.

Minimum fee \ \$125.00

(a) Miscellaneous permits:

1. Giving permission to do temporary work or to do general repairs to radio or television transmitting or receiving stations, picture shows, movie sets, carnivals, circuses, road shows, or similar organizations (permits shall be procured by licensed and qualified electrician who shall supervise installation of all electrical systems). Permit fee \$125.00

2. Permit fees shall include payment for the permit and for inspection of work, after the same shall have been completed. If the Electrical Inspector shall, upon his inspection, after completion of the work or apparatus, find that the same does not conform to and comply with the provisions of this chapter, he shall notify the master electrician, indicating the corrections required; and when he shall be notified that the corrections have been made, he shall again inspect the work or apparatus without further charge; but when a third inspection trip or more, is necessary due to any one of the following reasons, a charge of \$75.00 per trip shall be made for each trip over two:

Wrong address;

Condemned work, resulting from faulty construction;

Repairs or corrections not made when inspection is called;

Work not ready for inspection when called.

(46) The following fees shall be charged in additional to the permit fees set forth above:

A. Updating of the information technology system: A surcharge fee equal to five percent of the Total Permit Fees shall be charged for the development, maintenance and updating of an information technology system. This fee will be deposited into an enterprise account to support the information technology system for the Building and Zoning Department.

Minimum fee \ \$5.00

Maximum fee \ \$500.00

B. Document preservation fee to microfilm and maintain record of all building plans for future use.

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Pages up to 8.5" × 14", per page\\$.25

Pages larger than 8.5" × 14", per page\\$1.00

Maximum fee\\$00.00

~~C. Weekend or after hours work fee: Conducting demolition or construction work on any day before 8:00 A.M., ~~after 5:30 p.m.~~ 5:00 P.M., or on weekends or national holidays at any time, requires the approval of the Village Manager. An exception permit shall be required. Construction work is prohibited on Sundays, Saturdays, per day upon approval by Village Manager..... \$250.00~~

D. Public right-of-way use fee:

Temporary crane, trailer, or truck on the right-of-way:

For the first five days\\$150.00

Plus an additional \$150.00 for every five days or a fraction thereof.

E. Temporary use of public property:

Temporary public right-of-way usage for 30 days.

\$100.00 for the first 50 square feet of Right Of Way (R-O-W) used, plus \$10.00 for each additional square feet for each 30-day usage or any portion of the 30-day period. The right-of-way usage permit shall be issued for a maximum of 30 days. A new permit will be issued with the appropriate fees charged after the expiration date.

(B) A permit shall expire and become null and void if the work authorized by the permit is not commenced within 180 days from the date of issuance of the permit or if the work when commenced is suspended or abandoned at any time for a period of 180 days.

Work shall be considered to have commenced and be in active progress when, in the opinion of the Building Official a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the structure throughout the day on each full working day, weather permitting, until the structure is completed.

Such work on only one day or testing, shall not be considered commencement of work. If the work covered by the permit has not commenced, or has been commenced and been suspended or abandoned, the Building Official may extend such permit for a single period of 180 days from the date of expiration of the initial permit if request for extension is made and received by the city prior to the expiration date of the initial permit. If the work covered by the permit has commenced, is in progress, has not been completed and is being carried on progressively in a substantial manner in accordance with the definition set forth herein, the permit shall be in effect until completion of the job.

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If work has commenced and the permit becomes null and void or expires because of a lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work. If a new building permit is not obtained within 180 days from the date the initial permit became null and void, the Building Official shall require that any work which has been commenced or completed be removed from the building site; or he may issue a new permit, on application, providing the working place and requirements to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and regulations which may have become effective between the date of expiration and the date of issuance of the new permit. The fee for renewal, re-issuance and extension of permit shall be:

- (1) Within six months of the expiration date, the fee will be 50 percent of the original base permit fee plus a \$125.00 processing fee.
- (2) After six months of the expiration date, the fee will be 100 percent of the original base permit fees plus a \$125.00 processing fee.
- (3) Extension of a permit before the expiration date, the fee will be \$125.00.

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

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

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

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

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

THE VOTES WERE AS FOLLOWS:

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

Agenda Item 10A

APPROVED ON FIRST READING during a regular session of the North Bay Village Commission Meeting this _____ day of September 2018.

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

FINAL VOTE ON ADOPTION:

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

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

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne Hamilton, CMC, Village Clerk

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

Norman C. Powell, Esq.
Village Attorney

North Bay Village Ordinance: After Hours Construction/Permits and Fees.

Agenda Item 10A



North Bay Village

Administrative Offices


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

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

MEMORANDUM North Bay Village

DATE: September 4, 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 Ordinance:

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151 OF THE VILLAGE CODE, ENTITLED "PERMITS AND FEES" BY REVISING SECTION 151.11(A), "CONSTRUCTION PERMITS" AND SECTION 151.11(A)(46)(C), "WEEKEND OR AFTER HOURS WORK"; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE VILLAGE CODE; AND 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 10B



North Bay Village

Administrative Offices


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

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: August 10, 2018

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

RECOMMENDED BY: Interim Village Manager Lewis Velken 

PRESENTED BY STAFF: Public Works Director Juan Valiente

SUBJECT: Kimley-Horn & Associates, Inc. – Wastewater Pump Station Improvements

RECOMMENDATION:

It is recommended that the Village Commission adopt the attached Resolution approving Work Authorization No. 18-03 for Wastewater Pump Stations Improvements at a lump sum amount of \$228,900.

BACKGROUND:

The Village requested Kimley-Horn & Associates, Inc. (KH) to submit a proposal to develop a plan associated with improvements to the Village's four wastewater pump stations (Village Hall Pump Station, South Treasure Drive Pump Station, Hispanola Avenue Pump Station, and the Main Wastewater Pump Station). The existing stations need repair and/or replacement based on operational deficiencies and equipment failures. Payment of overtime is incurred each time a pump station failure occurs.

KH, as the Village Engineer of Record has submitted the attached proposal to include the following Scope of Work: Evaluate the Village's existing wastewater pumping and control systems for improved performance and efficiency, evaluate the current wastewater system flow patterns, pump station capacities, and pump station operation for connection to the existing force main system on Hispanola Avenue, and to replace the existing pump station building on Galleon Street with a new submersible pump station for improved site development opportunities.

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 10B

The professional services will include bid documents, construction plans for permitting, and bidding assistance associated with the Wastewater Pump Station Improvements for the lump sum payment of \$228,900.

BUDGET:

Funds are appropriated in the FY 2018 Budget in Lift Stations Sewer Improvements Account, #365.60.535.6304, for this expenditure

CONTACT:

Juan Valiente, Director of Public Works
Gary Ratay, Kimley-Horn & Associates, Inc., Village Engineer

Agenda Item 10B



North Bay Village

Administrative Offices


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

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

MEMORANDUM North Bay Village

DATE: August 29, 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 THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-03) TO DEVELOP CONSTRUCTION DOCUMENTS FOR PERMITTING AND BIDDING WASTEWATER PUMP STATION IMPROVEMENTS; AT A LUMP SUM AMOUNT OF \$228,900; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

LV:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 10B

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-03) TO DEVELOP CONSTRUCTION DOCUMENTS FOR PERMITTING AND BIDDING WASTEWATER PUMP STATION IMPROVEMENTS; AT A LUMP SUM AMOUNT OF \$228,900; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)*

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

WHEREAS, the Village requested a proposal from Kimley-Horn & Associates, Inc. to develop a plan associated with improvements to the Wastewater Pump Stations: Village Hall Pump Station, South Treasure Drive Pump Station, Hispanola Avenue Pump Station, and the Main Wastewater Pump Station on Galleon Street; and

WHEREAS, Kimley-Horn & Associates, Inc. submitted a proposal for the scope of services and tasks to be provided, which include professional engineering services to analyze the referenced pump stations and develop complete design plans for improvements, handling of the permitting process, and bidding services at a lump sum amount of \$228,900.

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

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

Section 2. Approval of the Project Agreement. Project Agreement No. 18-03 between North Bay Village and Kimley-Horn & Associates, Inc., attached hereto as Exhibit 1, which includes analyzing the condition of the pump stations, developing construction documents for permitting and bidding the Wastewater Pump Station Improvements for a lump sum amount of \$228,900 is hereby approved.

Agenda Item 10B

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

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

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 11th day of September 2018.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

Agenda Item 10B

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

Norman C. Powell, Esq.
Village Attorney

North Bay Village/Resolution/Kimley Horn & Associates, Inc.-Wastewater Pump Station Improvements-\$228,900.

Agenda Item 10B

Marie A. Bennett

From: Ratay, Gary <Gary.Ratay@kimley-horn.com>
Sent: Wednesday, August 08, 2018 5:36 PM
To: Lewis Velken; Bert Wrains
Cc: Juan Valiente; Marie A. Bennett; Ana Gonzalez
Subject: Wastewater Pump Station Improvements
Attachments: Wastewater Pump Station Improvements.pdf

Chief Velken,

Per our meeting on July 26th, please see the attached proposal associated with designing and permitting the following wastewater pump station, sanitary sewer, and forcemain improvements throughout the Village:

1. **Village Hall Pump Station** – Control panel rehabilitation/replacement, SCADA system, and electrical improvements only. Changes to pumps or general station configuration are not anticipated or included at this time.
2. **South Treasure Drive Pump Station** - Control panel rehabilitation/replacement, SCADA system, and electrical improvements only. Changes to pumps or general station configuration are not anticipated or included at this time.
3. **Hispanola Avenue Pump Station** – New force main connecting the existing Hispanola Avenue pump station to the Village’s force main system. The existing Hispanola Avenue pump station currently pumps wastewater from areas of Treasure Island to the Main Wastewater pump station also on Treasure Island. That wastewater is then re-pumped by the Main Wastewater pump station through the Village’s force main system to a connection point with the Miami-Dade Water and Sewer Department wastewater system. This re-pumping or “cascading” approach is not uncommon, but results in additional operating costs and if the Main Wastewater pump station fails, the Hispanola Avenue pump station is then effectively out of service. Connecting directly to the new force main piping or “manifolding” the pump station allows the Hispanola Avenue pump station to operate independently, eliminates re-pumping costs, and allows the capacity of the Main Wastewater pump station to be reduced.
4. **Hispanola Avenue Pump Station** – Pump station rehabilitation with new pumps, controls, and SCADA system. The pump station rehabilitation is required to address new capacity and operating parameters resulting from the proposed force main connection.
5. **Main Wastewater Pump Station** – Based on the Hispanola Avenue pump station modifications, demolish the current Main Wastewater pump station building and replace with a new downsized submersible pump station. The submersible pump station will include a new wetwell and valve vault, submersible pumps, controls, and SCADA system.
6. **Main Wastewater Pump Station** – Modify the existing sanitary sewer collection system and force main piping associated with the Main Wastewater pump station based on site location and the reduced capacity discussed above.

As discussed, the intent is to complete design and permitting services now so that while the Hispanola Station is under construction, the Village can bid the Main Pump Station, and once the Hispanola Station is actually connected to the force main and operating, the Main Pump Station can go right into construction.

If you have any questions or need additional information, please call me.

Thanks,

Gary R. Ratay, P.E.
Kimley-Horn | 600 North Pine Island Road, Suite 450, Plantation, FL 33324

Agenda Item 10B

Direct: 954 535 5112 | Mobile: 954 646 3509

Celebrating 11 years as one of FORTUNE's 100 Best Companies to Work For

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 18-03

Wastewater Pump Station Improvements

Agenda Item 10B

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 18-03

Wastewater Pump Station Improvements

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

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide professional services associated with developing construction documents for permitting and bidding wastewater pump station improvements as described in the "Project Description" attached as Exhibit "1."

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

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

Agenda Item 10B

SECTION 2. DELIVERABLES

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

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

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

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

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

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of **\$228,900.00**. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

Agenda Item 10B

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

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

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

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

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

SECTION 6. TERMINATION/SUSPENSION

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

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

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

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

Agenda Item 10B

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

NAME	FUNCTION
Gary R Ratay	Project Manager
John Potts	Senior Engineer
Marissa Maring	Professional Engineer
Josh Cockriel	Engineer
Shanda Layne	Administrative
Casey Crozier	Administrative
Steve Bailey	Electrical Engineer

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

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

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

SECTION 9. SEVERABILITY

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

Agenda Item 10B

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

ATTEST:

NORTH BAY VILLAGE

Village Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

Village Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

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

Print Name

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Agenda Item 10B

Exhibit “1”

Project Description

The CONSULTANT is pleased to submit this proposal to evaluate the VILLAGE’s existing wastewater pumping and control systems for improved performance and efficiency. The project objective is to address the following items:

1. Analyze the existing pump station control panels, Supervisory Control and Data Acquisition (SCADA) system, and electrical systems at the VILLAGE’s Main Wastewater, Village Hall, Hispanola Avenue, and South Treasure Drive pump stations. The intent is to evaluate controls equipment for age, condition, code compliance, and operating parameters so that a rehabilitation/replacement approach can be developed that will increase system efficiency and reduce system maintenance.
2. Evaluate the current wastewater system flow pattern, pump station capacity, and pump station operation as it relates to directly connecting the Hispanola Avenue pump station to the VILLAGE’s existing force main system. The intent is to rehabilitate/replace the pump station with new pumps, controls, and SCADA system as well as new force main piping for the proposed connection. This will eliminate pumping to the Main Wastewater pump station from Hispanola Avenue pump station resulting in a reduced capacity at the Main Wastewater pump station.
3. Based on the reduced capacity referenced above, evaluate the current wastewater system flow pattern, pump station capacity, sanitary sewer collection system and force main piping impacts, and pump station operation as it relates to replacing the current Main Wastewater pump station with a new submersible pump station. The intent is to demolish the existing pump station building so that a new submersible pump station with new pumps, controls, and SCADA system can be installed. Converting the current wastewater facility from an above ground building to a below grade, more compact, submersible station will provide improved development options on the current property.
4. Develop bid documents and construction plans for permitting and bidding the pump station, control system, sanitary sewer collection system, and force main modifications discussed above in items #1 through #3.

The proposed wastewater system improvement at each of the four (4) pump stations are as follows:

1. Village Hall Pump Station – Control panel rehabilitation/replacement, SCADA system, and electrical improvements only. Changes to pumps or general station configuration are not anticipated or included at this time.
2. South Treasure Drive Pump Station - Control panel rehabilitation/replacement, SCADA system, and electrical improvements only. Changes to pumps or general station configuration are not anticipated or included at this time.
3. Hispanola Avenue Pump Station – Pump station rehabilitation with new pumps, controls, and SCADA system. The pump station rehabilitation is required to address new capacity and operating parameters resulting from the proposed force main connection.

Agenda Item 10B

4. Hispanola Avenue Pump Station – New force main connecting the existing Hispanola Avenue pump station to the VILLAGE’s force main system. The existing Hispanola Avenue pump station currently pumps wastewater from areas of Treasure Island to the Main Wastewater pump station also on Treasure Island. That wastewater is then re-pumped by the Main Wastewater pump station through the VILLAGE’s force main system to a connection point with the Miami-Dade Water and Sewer Department (WASD) wastewater system. This re-pumping or “cascading” approach is not uncommon, but results in additional operating costs and if the Main Wastewater pump station fails, the Hispanola Avenue pump station is then effectively out of service. Connecting directly to the new force main piping or “manifolding” the pump station allows the Hispanola Avenue pump station to operate independently, eliminates re-pumping costs, and allows the capacity of the Main Wastewater pump station to be reduced.
5. Main Wastewater Pump Station– Based on the Hispanola Avenue pump station modifications, demolish the current Main Wastewater pump station building and replace with a new downsized submersible pump station. The submersible pump station will include a new wetwell and valve vault, submersible pumps, controls, and SCADA system.
6. Main Wastewater Pump Station-- Modify the existing sanitary sewer collection system and force main piping associated with the Main Wastewater pump station based on site location and the reduced capacity discussed above.

This scope of work includes design, permitting and bidding phases services. A separate proposal for post design or construction phase services will be provided at a later date.

Agenda Item 10B

Exhibit "2"

Scope of Services

SCOPE OF SERVICES

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

Task 1 – Site Visit/Field Investigation

- 1.1 This task will include one site visit to obtain pump station site information, electrical configurations, control panel information, and electrical service information at the VILLAGE's four (4) wastewater pump stations. The VILLAGE will provide the CONSULTANT with available pump station operating data such as wet well operating levels, operating cycles, motor amperage for each station, and force main pressures. The CONSULTANT will also request VILLAGE employee input as part of the field data collection process to better understand current system operation and issues.
- 1.2 The existing control panels and associated control systems will be evaluated in terms of present operational problems, redundancy, Class 1 Division 2 compliance, and provisions for a VILLAGE SCADA system. Electrical service the four (4) wastewater pump stations will be evaluated. It is anticipated that portable standby generators will be used at the new Main Wastewater pump station, Village Hall pump station, and the South Treasure Drive pump station. This scope of work does not include an evaluation of the existing standby generator at the Hispanola Avenue pump stations. That system is anticipated to remain in place as part of this project and can be reviewed as an additional service.
- 1.3 The site visit will include obtaining any operating data associated with the Hispanola Avenue pump station for connection to the VILLAGE's force main system. The CONSULTANT will observe current station and site configuration for rehabilitation/replacement of the existing pump station and for installation of the new force main connection.
- 1.4 The site visit will include coordination with the VILLAGE as it relates to locating the new submersible Main Wastewater pump station on the current property to determine potential sanitary sewer collection system and force main piping modifications.
- 1.5 The CONSULTANT will attend one (1) meeting with the VILLAGE to discuss preliminary rehabilitation options.

Task 1 will be completed within 6 weeks of authorization to proceed.

Agenda Item 10B

Task 2 – Preliminary Design

- 2.1 Based on the information developed in Task 1, the CONSULTANT will develop a proposed rehabilitation/replacement approach for the VILLAGE's wastewater control system, associated SCADA system, and electrical services at the Main Wastewater, Village Hall, Hispanola Avenue, and South Treasure Drive pump stations.
- 2.2 The CONSULTANT will review the VILLAGE's Hispanola Avenue pump station capacity and operation to determine options, improvements, and system impacts associated with directly connecting the pump station to the VILLAGE's new force main system.
- 2.3 The CONSULTANT will review the VILLAGE's Main Wastewater pump station capacity and operation to determine options, improvements, and system impacts associated with converting the existing station to a submersible station with a reduced capacity.
- 2.4 Based on the system changes at the Hispanola Avenue and the Main Wastewater pump stations, the CONSULTANT will review sanitary sewer collection system and force main piping to determine options, improvements, and system impacts.
- 2.5 The CONSULTANT will review the existing Main Wastewater pump station to determine demolition requirements and associated environmental impacts from wastewater, fuel, and age of building. This task includes an Phase 1 environmental study.
- 2.6 The CONSULTANT will utilize a geotechnical subconsultant to perform soil borings, laboratory testing, data evaluation, engineering analysis, and construction recommendations for the installation of the proposed submersible pump station and wastewater piping modifications. The findings will be presented in a Geotechnical Report prepared for the project.
- 2.7 The CONSULTANT will prepare a preliminary opinion of probable cost associated with the proposed improvements.
- 2.8 The CONSULTANT will attend two (2) meetings to discuss the proposed wastewater system improvements and the preliminary design approach.

Task 2 will be completed within 16 weeks from approval of the preliminary rehabilitation options developed in Task 1.

Task 3 – Final Design/Permitting

- 3.1 After coordination and approval of the Preliminary Design approach, the CONSULTANT will provide design services associated with the following wastewater system improvements:

Agenda Item 10B

- Village Hall Pump Station– Control panel rehabilitation/replacement, SCADA system, and electrical improvements only. Changes to pumps or general station configuration are not anticipated or included at this time.
 - South Treasure Drive Pump Station- Control panel rehabilitation/replacement, SCADA system, and electrical improvements only. Changes to pumps or general station configuration are not anticipated or included at this time.
 - Hispanola Avenue Pump Station– Pump station rehabilitation with new pumps, control panel, SCADA system, and electrical improvements.
 - Hispanola Avenue Pump Station– New force main connecting the existing Hispanola Avenue pump station to the VILLAGE’s force main system.
 - Main Wastewater Pump Station– Demolish existing pump station and install new submersible pump station with new pumps, control panel, SCADA system, and electrical improvements.
 - Main Wastewater Pump Station– Sanitary sewer collection system and force main modifications based on the new submersible pump station location, reduced pump station capacity, and submersible pump station configuration.
- 3.2 Construction plans for the proposed pump station and control system modifications will be provided on 11 x 17 plan sheets in accordance with the preliminary design approach and review comments from the VILLAGE. Plan sheets with details will be provided for pump station and control system improvements including pumps, pump station accessories, control panels, SCADA system, and additional information to clarify the intent of the plans. The intent is to develop these plans from existing survey data. If the proposed pump station, sanitary sewer, or force main modifications require additional field surveying, those services can be provided as an additional service.
- 3.3 The CONSULTANT will provide technical specifications if needed to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Included with the specifications will be contract documents (EJCDC format) and a bid form that will list the separate pay items, estimated quantities, and units.
- 3.4 In addition to the construction plans and technical specifications, the CONSULTANT will prepare an Engineering Report with hydraulic analysis associated with rehabilitating the Hispanola Avenue pump station, replacing the Main Wastewater pump station, proposed sanitary sewer collection system modifications, and proposed force main modifications. The Engineering Report is required as part of the Miami-Dade County Department of Regulatory and Environmental Resources (DRER) permitting process.
- 3.5 The CONSULTANT will prepare permit applications for submittal to DRER associated with the pump station, collection system, and force main improvements. Coordination with Miami-Dade County Water and Sewer Department (WASD) will also be required. All permit applications will require VILLAGE signatures. All permit fees shall be paid by the VILLAGE. The CONSULTANT will address up to two requests for information from DRER. No other permits are anticipated or included in this scope of work.

Agenda Item 10B

- 3.6 The CONSULTANT will provide an updated opinion of probable construction cost for the proposed project based on the final design.
- 3.7 The CONSULTANT will attend two (2) meetings with the VILLAGE during the design and permitting process to discuss and review the project.

Task 3 will be completed within 16 weeks from approval of the preliminary design developed in Task 2. This schedule is subject to change based on permit agency coordination and review availability.

Task 4 – Bidding Services

- 4.1 The CONSULTANT will assist the VILLAGE with addendum and project clarifications during the advertisement of the project. The CONSULTANT will attend a pre-bid conference to discuss salient aspects of the project and to answer questions which potential bidders may raise in relationship to the project.
- 4.2 Once the VILLAGE receives bids, the CONSULTANT will assist the VILLAGE in reviewing the bid packages, but does not include participation on a selection committee.

Completion of Task 4 will be a function of the VILLAGE's bidding process.

Task 5 - Additional Services

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

- 1. Generator/standby power analysis or equipment review
- 2. Operational evaluation at the Village Hall and South Treasure Drive pump stations
- 3. Post Design/Construction Phase Services
- 4. Commission/Public presentations
- 5. Building Department permitting

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

DELIVERABLES

The following deliverables will be provided:

- 1. One plan set (11" x 17") with cover sheet, plan sheets, and detail sheets.
- 2. One set of contract documents with technical specifications and bid form.
- 3. Complete Bid Document electronically for use by the VILLAGE in bidding the project.

Agenda Item 10B

4. Opinion of Probable Cost.
5. Permit applications for signature by the VILLAGE.

SCHEDULE

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

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Exhibit “3”

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of **\$228,900.00**. The following is a breakdown of the lump sum fee for reference:

Task	Description	Labor Fee
1	Site Visit/Field Investigation.....	\$11,900.00
2	Preliminary Design	\$69,800.00
3	Final Design/Permitting	\$143,700.00
4	Bidding Services.....	\$3,500.00
TOTAL LUMP SUM FEE.....		\$228,900.00

Agenda Item 10C



North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: August 30, 2018

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

RECOMMENDED BY: Interim Village Manager Lewis Velken 

PRESENTED BY STAFF: Public Works Director Juan Valiente

SUBJECT: Kimley-Horn & Associates, Inc. Work Authorization No. 18-06
2018 Sanitary Sewer Evaluation Study (SSES) Report

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution approving a Project Agreement for Work Authorization No. 18-06 with Kimley-Horn & Associates, Inc., ("KHA") the Village's Engineering Consultant to evaluate the results of the flow meter data collected by Envirowaste and to generate an updated 2018 Sanitary Sewer Evaluation Study for submittal by the Village to the Department of Regulatory and Economic Resources (DRER).

BACKGROUND:

The Village is required to update their Sanitary Sewer Evaluation Study (SSES) on an annual basis to evaluate compliance with the requirements of DRER as part of the County's Volume Sewer Customer Ordinance required by the Second and Final Partial Consent Decree incorporated into the Miami-Dade County Code.

Upon receipt of the 2018 flow data from the Village, KHA will review the data and provide an SSES report that will address data evaluation and analysis to document inflow/infiltration levels throughout the VILLAGE's sanitary sewer system.

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 10C

FINANCIAL IMPACT:

Per the attached Project Agreement, the total cost for evaluating the flow data and providing recommendations associated with the Sanitary Sewer System through an updated 2018 SSES Report is \$11,800.00.

BUDGETARY IMPACT:

The funding source for this project is the Sewer Contingency Account No. 430-35-535-9000.

PERSONNEL IMPACT:

None

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North Bay Village

Administrative Offices


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

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

MEMORANDUM North Bay Village

DATE: August 29, 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 THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-06) TO DEVELOP A SANITARY SEWER EVALUATION STUDY, AT A LUMP SUM AMOUNT OF \$11,800; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

LV:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 10C

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-06) TO DEVELOP A SANITARY SEWER EVALUATION STUDY, AT A LUMP SUM AMOUNT OF \$11,800; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

WHEREAS, the Village Commission approved Resolution No. 2018-53 authorizing Envirowaste Services Group, Inc. to conduct a Sanitary Sewer Evaluation Testing, as part of the action plan in accordance with the Consent Decree between the Village and Miami-Dade County Department of Environmental Resources Management (DERM); and

WHEREAS, the Village requested a proposal from Kimley-Horn & Associates, Inc. (KHA) to develop a 2018 Sanitary Sewer Evaluation Study (SSES) Report based on the flow data collected from the Sanitary Sewer collection system, to determine if inflow/infiltration flows into the Village's Sanitary Sewer System are in compliance with the Consent Decree; and

WHEREAS, KHA submitted Work Authorization No. 18-06 to develop a 2018 Sanitary Sewer Evaluation Study (SSES) Report for a lump sum amount of \$11,900.

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

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

Section 2. Approval of the Project Agreement. Project Agreement No. 18-06 between North Bay Village and Kimley-Horn & Associates, Inc., attached hereto as Exhibit 1 to develop a 2018 Sanitary Sewer Evaluation Study (SSES) Report for a lump sum amount of \$11,900 is hereby approved.

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

Agenda Item 10C

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

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 11th day of September 2018.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Norman C. Powell, Esq.
Village Attorney

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 18-06

2018 Sanitary Sewer Evaluation Study (SSES) Report

Agenda Item 10C

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 18-06

2018 Sanitary Sewer Evaluation Study (SSES) Report

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

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide professional services to provide the VILLAGE a Sanitary Sewer Evaluation Study Report based on flow data collected from the VILLAGE's sanitary sewer collection system as described in the "Project Description" attached as Exhibit "1."

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

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

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SECTION 2. DELIVERABLES

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

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

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

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

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

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of **\$11,800.00**. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

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

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

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

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

Agenda Item 10C

documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

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

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

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

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

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SECTION 7. PERSONNEL ASSIGNED TO PROJECT

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

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

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

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

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

SECTION 9. SEVERABILITY

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

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

Agenda Item 10C

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

ATTEST:

NORTH BAY VILLAGE

Village Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

Village Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

By: _____

Gary R. Ratay, P.E.

Print Name

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Agenda Item 10C

Exhibit "1"

Project Description

The CONSULTANT is pleased to submit this proposal to assist the VILLAGE in developing a Sanitary Sewer Evaluation Study (SSES) Report based on flow data to be collected from the VILLAGE's sanitary sewer collection system. This study is required by the Department of Regulatory and Economic Resources (DRER) as part of the Volume Sewer Customer Ordinance (VSCO) required by the Second and Final Partial Consent Decree (SFPCD) and incorporated into the Code of Miami-Dade County. The intent of the SSES program is to determine if inflow/infiltration flows into the VILLAGE's sanitary sewer system are in compliance with the SFPCD. Based on previous SSES testing, six of the seven sanitary sewer basins have not been in compliance because they have exceeded the minimum allowable inflow/infiltration flow rates.

As part of the ongoing Sanitary Sewer Rehabilitation Project, the VILLAGE has cleaned and video recorded their entire sanitary sewer system to identify inflow/infiltration problems and has completed a majority of the sanitary sewer rehabilitation program.

Based on DRER criteria, all flow testing must be performed between June 15th and November 30th and during high tide conditions. The VILLAGE intends to start flow test/data collection in August 2018 to measure post sanitary sewer rehabilitation inflow/infiltration flows. Testing in August will allow an opportunity for a second test if areas of the sanitary sewer are still identified as non-compliant. Areas of non-compliance can be further analyzed for rehabilitation and retested before the November 30th deadline.

Upon receipt of the August flow data from the VILLAGE, the CONSULTANT will review the results and prepare the SSES report for submittal to the VILLAGE. The VILLAGE will submit the report to DRER.

This scope of work is for up to three (3) rounds of testing and preparation of the SSES report. If all of the sanitary sewer basins are in compliance with DRER flow requirements, no Remedial Action Plan (RAP) or Capacity Management Operations and Maintenance (CMOM) Plan will be required and this phase of the SSES will be complete. If additional flow testing, a new RAP, or a new CMOM are required for any basin, the CONSULTANT will provide a proposal for those additional services associated with those plan(s).

Agenda Item 10C

Exhibit “2”

Scope of Services

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

Task 1 – SSES Report

- 1.1 Upon receipt of the 2018 flow data from the VILLAGE, the CONSULTANT will review the data and provide an SSES report that will address data evaluation and analysis to document inflow/infiltration levels throughout the VILLAGE’s sanitary sewer system. The report will include basin information, field testing layout, testing results, and be based on Night Flow Isolation (NFI) testing. As part of the report, CONSULTANT will compare the new inflow/infiltration levels to DRER’s compliance criteria.

All NFI testing will be performed at night by others and all data collected will be provided by the VILLAGE to the CONSULTANT. The data collection and flow testing must include measuring sewage flows on a basin-wide basis and isolate clusters of sewer pipes to quantify sewage flows and amounts of infiltration. Clusters are groups of line segments that collect flows from a contributory area and convey those flows through a common downstream manhole or pump station. Flow testing must occur during a high tide event, all flow testing must be completed between June 15, 2018 and November 30, 2018, and testing shall be monitored at various locations throughout the VILLAGE to determine an estimated rate of infiltration into the VILLAGE’s entire system. All night flow testing coordination, pump station operation, and testing monitoring as required by the flow testing contractor will be provided by the VILLAGE. This scope of services is based on locating flow meters in the same locations as previous SSES testing.

- 1.2 CONSULTANT will coordinate with the VILLAGE and their flow testing contractor to discuss/confirm the NFI testing methodology, testing locations, and testing results prior to preparing the SSES report. The CONSULTANT will assist the VILLAGE in developing alternative testing procedures such as isolating private property wastewater flows and monitoring potable water usage during all NFI testing. All alternate night flow testing coordination and resulting field work will be provided by the VILLAGE.
- 1.3 The CONSULTANT will attend one meeting with the VILLAGE to discuss the report prior to the VILLAGE submitting the report to DRER.

Agenda Item 10C

DELIVERABLES

- Three (3) copies of the 2018 SSES report
- Electronic copy of the 2018 SSES report

SCHEDULE

CONSULTANT will provide our services as expeditiously as practicable and will commence work upon receipt of the new inflow/infiltration flow data.

Agenda Item 10C

Exhibit "3"

Payment Schedule

The Consultant will accomplish the services outlined in Task 1 for the lump sum budget of **\$11,800.00.**

Agenda Item 10D

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, IMPLEMENTING A COMMUNITY CAT-FEEDING PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR ANDREANA JACKSON)

WHEREAS, the Village Commission recognizes that cats are an integral and valuable part of the community; and

WHEREAS, the Village Commission understands the Village has an important role in ensuring the well-being of animals, while balancing the needs of pet owners and non-pet owners; and

WHEREAS, the Animal Control Advisory Board recommends the adoption of an organized Cat Feed Program by requiring registration of cat feeders, implementation of a grace period prior to enforcement of policies, educational outreach, and obtaining funding sources for the program; in order to ensure the safety of feeders, the cats, and Village residents.

Cat Feeders

Cat feeders must remove food, water, and trash after feeding.

Registration

No residents shall feed cats in the Village, unless the registration application stipulating Cat Feeding rules and regulations is completed, and NBV Identification Card is obtained. All individuals participating in the cat-feeding program shall be residents of the Village.

Enforcement

A 30-day grace period shall be implemented prior to issuance of citations for violation of the littering laws.

Public Relations

The Code Enforcement Unit and the Police Departments will assist the Animal Control Advisory Board with policing the Cat Feeding Program and public relations to educate the community.

Agenda Item 10D

Educational Campaign

The Animal Control Advisory Board will create a Cat Feeding Educational Campaign, to include the distribution of informational flyers at the Pet and Critter Day sponsored by the Village, by email to residents.

Trap, Neuter, Spay (TNR Program)

Nonresidents are authorized to participate in the TNR Program.

Resources

The Village will make every effort to identify grant funding to assist with the TNR Program.

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Cat Feeding Program. The Commission of North Bay Village, Florida, hereby approves the Cat Feeding Program recommended by the Animal Control Advisory Board, as set forth herein.

Section 3. Authorization of Village Officials. The Village Manager is authorized to coordinate with the Animal Control Advisory Board and the related departments to implement the Cat Feeding Program.

Section 4. Effective Date.

This Resolution shall become effective upon its adoption.

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

FINAL VOTE AT ADOPTION:

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

Agenda Item 10D

PASSED and ADOPTED this ____ day of September 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: Animal Control Advisory Board Cat Feeding Program

Agenda Item 10D



North Bay Village

Administrative Offices

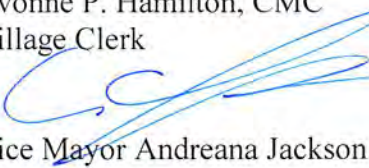
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM North Bay Village

DATE: August 27, 2018

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Vice Mayor Andreana Jackson

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, IMPLEMENTING A COMMUNITY CAT-FEEDING PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

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

AJ:yph

Agenda Item 10E



North Bay Village

Administrative Offices

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


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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: August 23, 2018

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

RECOMMENDED BY: Interim Village Manager Lewis Velken 

PRESENTED BY STAFF: Public Works Director Juan Valiente 

SUBJECT: Request for Proposals – Building Demolition and Site Cleanup Services

RECOMMENDATION:

It is recommended that the Village Commission adopt the attached Resolution awarding Bid No. 2018-002 for demolishing Village owned property at 1335 79th Street Causeway to Chin Diesel Inc. at a lump sum payment of \$81,700.

BACKGROUND:

The Village solicited proposals from contractors to demolish the building at 1335 79th Street Causeway, and clean up the site, under Bid No. 2018-002. Two (2) proposals were received from American Design Engineering Construction, Inc. (ADEC) and Chin Diesel Inc.

An Evaluation Committee consisting of Chair Juan Valiente, Director of Public Works, Timothy Smith, Public Works Superintendent, Maurice Murray, Code Enforcement Supervisor, and Jack Rattner, Village Resident and member of the Citizens Budget & Oversight Board and Community Enhancement Board met on August 16, 2018 at approximately 10:00 A.M. to review and evaluate the proposals.

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 10E

RESULTS:

The Evaluation Committee conducted reviews based on the criteria set out in the Bid Documents, and recommended award of the Bid to the most qualified respondent, Chin Diesel Inc. This company's references were excellent.

ADEC was deemed to be non-responsive to the Bid, because the company failed to submit information on how the work will be accomplished and provide an estimated project schedule to complete the Scope of Work, which were required pursuant to the Bid Documents.

BUDGET:

Funds are appropriated in the FY 2018 Budget in Account...

CONTACT:

Juan Valiente, Director of Public Works

Agenda Item 10E



North Bay Village

Administrative Offices

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

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

MEMORANDUM

DATE: August 17, 2018

TO: Lewis Velken
Interim Village Manager

FROM: Juan Valiente 
Public Works Director

SUBJECT: **RFP No. 2018-002, Building Demolition and Site Cleanup Services
Evaluation Committee Meeting**

On July 8, 2018 the Village solicited Invitation for Bids for Demolition and Site Cleanup Services of the Village owned Sakura property at 1335 79th Street Causeway. The object of the Bid was to contract with a qualified and experienced contractor to demolish the building and clear the site. Two proposals were received from American Design Engineering Construction, Inc. (ADEC) and Chin Diesel, Inc. The proposals were opened on August 10, 2018 at approximately 4:00 P.M. by the Village Clerk's Office.

The proposals were evaluated on August 16, 2018 at 10:17A.M. by a committee composed of the following individuals:

1. Mr. Juan Valiente; Public Works Director, North Bay Village who served as the evaluation committee chair.
2. Mr. Timothy Smith; Public Works Superintendent, North Bay Village.
3. Mr. Maurice Murray; Code Enforcement Supervisor, North Bay Village.
4. Mr. Jack Rattner; North Bay Village Resident

The meeting was recorded by the Village Clerk.

Also in attendance at the Evaluation Committee Meeting were Michael Major of Chin Diesel Inc. and Marie Bennett, Document Controller of Public Works, North Bay Village.

The evaluation committee members were provided copies of the two proposals and were asked to independently review them. The team then discussed the proposals.

Responders were asked to provide references for previous similar projects. Both companies received positive references.

Jack Rattner moved to reject ADEC's Bid because it was nonresponsive based on the company's failure to submit information on how the work will be accomplished and provide an estimated project schedule to complete the scope of work described in the Bid Documents. Juan Valiente seconded the motion, and all voted in favor.

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 10E

The Committee scored Chin Diesel Inc. based on the below criteria set forth in the Bid Documents. The proposal evaluation points for each member were as follows:

Out of a total of 400 points available the bidder, Chin Diesel, Inc., achieved a total of 385 points.

EVALUATORS	CHIN DIESEL, INC.				
	TOTAL EVALUATION POINTS MAXIMUM 100	EXPERTISE & EXPERIENCE MAXIMUM 25 POINTS	LABOR & EQUIPMENT MAXIMUM 20 POINTS	RESPONSE OF REFERENCES MAXIMUM 5 POINTS	COST MAXIMUM 50 POINTS
Maurice Murray	100	25	20	5	50
Jack Rattner	95	25	20	5	45
Timothy Smith	100	25	20	5	50
Juan Valiente	90	25	20	5	40
TOTAL POINTS	385	100	80	20	185
AVERAGE TOTAL POINTS	96.25				

The Village Clerk read the tally of the evaluators' responses for the responsive bidder, Chin Diesel, Inc. The meeting was adjourned at 10:38AM.



Juan Valiente, Public Works Director



Recommendation Approved/Denied
Lewis Velken, Interim Village Manager

cc: Ms. Yvonne Hamilton, Village Clerk for North Bay Village
Mr. Timothy Smith; Superintendent Public Works, North Bay Village
Mr. Maurice Murray, Superintendent Code Enforcement, North Bay Village
Mr. Jack Rattner, North Bay Village Resident

Agenda Item 10E



North Bay Village

Administrative Offices

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

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

MEMORANDUM North Bay Village

DATE: August 29, 2018

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Lewis Velken *LVK*
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 BY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDED BID NO. 2018-002 FOR DEMOLISHING VILLAGE OWNED BUILDING AT 1335 79TH STREET CAUSEWAY AND CLEARING THE SITE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

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 10E

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDING BID NO. 2018-002 FOR DEMOLISHING VILLAGE OWNED BUILDING AT 1335 79TH STREET CAUSEWAY AND CLEARING THE SITE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

WHEREAS, North Bay Village, in accordance with applicable State and Local laws, has requested bids from qualified companies for demolishing the Village owned building (Sakura) at 1335 79th Street Causeway; and

WHEREAS, two (2) proposals were received from American Design Engineering Construction, Inc. (ADEC) and Chin Diesel Inc.; and

WHEREAS, an Evaluation Committee consisting of Chair Juan Valiente, Director of Public Works, Timothy Smith, Public Works Superintendent, Maurice Murray, Code Enforcement Supervisor, and Jack Rattner, Village Resident and member of the Citizens Budget & Oversight Board and the Community Enhancement Board, evaluated the proposals on August 16, 2018; and

WHEREAS, Evaluation Committee recommended award of Bid No. 2018-002 for Building Demolition and Site Cleanup pertaining to the property at 1335 79th Street Causeway, to Chin Diesel, the most responsive bidder at a bid price of \$81,700; and

WHEREAS, the Village Commission hereby accepts Chin Diesel Inc. as the most responsive bidder for award of Bid No. 2018-002 and authorize the Interim Village Manager to enter into the related contract for the scope of services outlined in the Bid Documents.

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

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

Section 2. Award of Bid. Bid No. 2018-002 for Demolition of Village owned property at 1335 79th Street Causeway (Sakura) is hereby awarded to Chin Diesel Inc. at the Bid Price of \$81,700.

Agenda Item 10E

Section 3. Authorization of Village Officials. The Village Manager is authorized to enter into an agreement with Chin Diesel Inc. for the scope of services outlined in Bid No. 2018-002 attached hereto as Exhibit 1, subject to the approval as to form and legality by the Village Attorney.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this ___ day of September 2018.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

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

Norman C. Powell, Esq.
Village Attorney

North Bay Village Resolution: Award of Bid-Chin Diesel Inc.-Demolition of Sakura Property-1335 79th Street Causeway.

Agenda Item 10E



NORTH BAY VILLAGE

**BID No. 2018-002
BUILDING DEMOLITION AND SITE CLEANUP SERVICES**

EVALUATION COMMITTEE MEETING - THURSDAY, AUGUST 16, 2018 @ 10:00AM

CONTRACTOR EVALUATION FORM

EVALUATORS	AMERICAN DESIGN ENGINEERING CONSTRUCTION, INC. (ADEC)				
	TOTAL EVALUATION POINTS MAXIMUM 100	EXPERTISE & EXPERIENCE MAXIMUM 25 POINTS	LABOR & EQUIPMENT MAXIMUM 20 POINTS	RESPONSE OF REFERENCES MAXIMUM 5 POINTS	COST MAXIMUM 50 POINTS
Maurice Murray					
Jack Rattner					
Timothy Smith					
Juan Valiente					
TOTAL POINTS					
AVERAGE TOTAL POINTS					

NON-RESPONSIVE

Agenda Item 10E



NORTH BAY VILLAGE

BID No. 2018-002
BUILDING DEMOLITION AND SITE CLEANUP SERVICES

EVALUATION SHEET

NAME OF FIRM: AMERICAN DESIGN ENGINEERING CONSTRUCTION, INC. (ADEC)

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. EXPERTISE AND EXPERIENCE	25	
2. LABOR AND EQUIPMENT NECESSARY TO PERFORM JOB	20	
3. RESPONSE OF REFERENCES	5	
4. COST	50	
TOTAL POINTS	100	

COMMENTS:

Now Responsivly

EVALUATOR: MAURICE MURRAY **DATE:** AUGUST 16, 2018


SIGNATURE

Agenda Item 10E



NORTH BAY VILLAGE

BID No. 2018-002

BUILDING DEMOLITION AND SITE CLEANUP SERVICES

EVALUATION SHEET

NAME OF FIRM: AMERICAN DESIGN ENGINEERING CONSTRUCTION, INC. (ADEC)

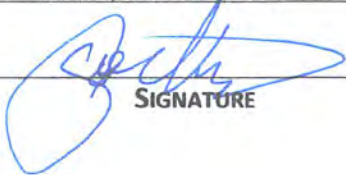
CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. EXPERTISE AND EXPERIENCE	25	
2. LABOR AND EQUIPMENT NECESSARY TO PERFORM JOB	20	
3. RESPONSE OF REFERENCES	5	
4. COST	50	
TOTAL POINTS	100	

COMMENTS:

Non-Responsive

EVALUATOR: JACK RATTNER

DATE: AUGUST 16, 2018


SIGNATURE

Agenda Item 10E



NORTH BAY VILLAGE

Bid No. 2018-002

BUILDING DEMOLITION AND SITE CLEANUP SERVICES

EVALUATION SHEET

NAME OF FIRM: AMERICAN DESIGN ENGINEERING CONSTRUCTION, INC. (ADEC)

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. EXPERTISE AND EXPERIENCE	25	10
2. LABOR AND EQUIPMENT NECESSARY TO PERFORM JOB	20	5
3. RESPONSE OF REFERENCES	5	5
4. COST	50	30
TOTAL POINTS	100	50

COMMENTS: Bid Packet Incomplete
Non Responsive

EVALUATOR: TIMOTHY SMITH

DATE: AUGUST 16, 2018

Timothy Smith
 SIGNATURE

Agenda Item 10E



NORTH BAY VILLAGE

Bid No. 2018-002

BUILDING DEMOLITION AND SITE CLEANUP SERVICES

EVALUATION SHEET

NAME OF FIRM: AMERICAN DESIGN ENGINEERING CONSTRUCTION, INC. (ADEC)

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. EXPERTISE AND EXPERIENCE	25	
2. LABOR AND EQUIPMENT NECESSARY TO PERFORM JOB	20	
3. RESPONSE OF REFERENCES	5	
4. COST	50	
TOTAL POINTS	100	

COMMENTS:

NOU RESPONSIVE

EVALUATOR: JUAN VALIENTE

DATE: AUGUST 16, 2018

Juan Valiente
SIGNATURE



NORTH BAY VILLAGE

Bid No. 2018-002

BUILDING DEMOLITION AND SITE CLEANUP SERVICES

EVALUATION COMMITTEE MEETING – THURSDAY, AUGUST 16, 2018 @ 10:00AM

CONTRACTOR EVALUATION FORM

EVALUATORS	CHIN DIESEL, INC.				
	TOTAL EVALUATION POINTS MAXIMUM 100	EXPERTISE & EXPERIENCE MAXIMUM 25 POINTS	LABOR & EQUIPMENT MAXIMUM 20 POINTS	RESPONSE OF REFERENCES MAXIMUM 5 POINTS	COST MAXIMUM 50 POINTS
Maurice Murray	100	25	20	5	50
Jack Rattner	95	25	20	5	45
Timothy Smith	100	25	20	5	50
Juan Valiente	90	25	20	5	40
TOTAL POINTS	385	100	80	20	185
AVERAGE TOTAL POINTS	96.25				

Agenda Item 10E



NORTH BAY VILLAGE

BID No. 2018-002
BUILDING DEMOLITION AND SITE CLEANUP SERVICES

EVALUATION SHEET

NAME OF FIRM: CHIN DIESEL, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. EXPERTISE AND EXPERIENCE	25	25
2. LABOR AND EQUIPMENT NECESSARY TO PERFORM JOB	20	20
3. RESPONSE OF REFERENCES	5	5
4. COST	50	50
TOTAL POINTS	100	100

COMMENTS:

EVALUATOR: MAURICE MURRAY **DATE:** AUGUST 16, 2018


SIGNATURE

Agenda Item 10E



NORTH BAY VILLAGE

BID No. 2018-002

BUILDING DEMOLITION AND SITE CLEANUP SERVICES

EVALUATION SHEET

NAME OF FIRM: CHIN DIESEL, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. EXPERTISE AND EXPERIENCE	25	25
2. LABOR AND EQUIPMENT NECESSARY TO PERFORM JOB	20	20
3. RESPONSE OF REFERENCES	5	5
4. COST	50	45
TOTAL POINTS	100	95

COMMENTS:

EVALUATOR: JACK RATTNER

DATE: AUGUST 16, 2018

SIGNATURE

Agenda Item 10E



NORTH BAY VILLAGE

BID No. 2018-002

BUILDING DEMOLITION AND SITE CLEANUP SERVICES

EVALUATION SHEET

NAME OF FIRM: CHIN DIESEL, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. EXPERTISE AND EXPERIENCE	25	25
2. LABOR AND EQUIPMENT NECESSARY TO PERFORM JOB	20	20
3. RESPONSE OF REFERENCES	5	5
4. COST	50	40
TOTAL POINTS	100	90

COMMENTS:

EVALUATOR: TIMOTHY SMITH

DATE: AUGUST 16, 2018


SIGNATURE

Agenda Item 10E



NORTH BAY VILLAGE

Bid No. 2018-002

BUILDING DEMOLITION AND SITE CLEANUP SERVICES

EVALUATION SHEET

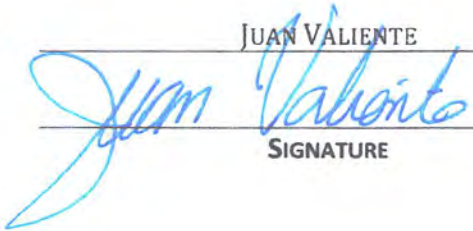
NAME OF FIRM: CHIN DIESEL, INC.

CRITERIA	MAXIMUM POINTS	REVIEWER'S SCORE
1. EXPERTISE AND EXPERIENCE	25	25
2. LABOR AND EQUIPMENT NECESSARY TO PERFORM JOB	20	20
3. RESPONSE OF REFERENCES	5	5
4. COST	50	50
TOTAL POINTS	100	100

COMMENTS:

EVALUATOR: JUAN VALIENTE

DATE: AUGUST 16, 2018


SIGNATURE

Agenda Item 10E



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

NORTH BAY VILLAGE **MEMORANDUM**

DATE: August 10, 2018

TO: Lewis Velken
Interim Village Manager

FROM: Yvonne P. Hamilton, CMC
Village Clerk

SUBJECT: Bid No. 2018-002 – Bid Opening for Building Demolition and Site Cleanup Services

At approximately 4:03 P.M. today, the Deputy Village Clerk Grace Mariot and I conducted the scheduled opening of the proposals submitted in response to the Village Invitation to Bid No. NBV 2018-002 for Demolition and Site Cleanup Services for the Village property at 1335 Kennedy Causeway. The following companies responded:

<u>Name of Company</u>	<u>Bid Price</u>
Chin Diesel, Inc. 1820 N.E. 144 th Street North Miami, FL 33181	\$ 81,700.00
American Design Engineering Construction, Inc. 2853 Executive Park Drive Suite 202 Weston, FL 33331	\$ 68,750.00

Both companies were responsive to submitting the required number of bid packages.

Representatives from both companies were in attendance, Michael Mayar and Steven Espinal.

The bid opening adjourned at 4:10 P.M.

/yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreana Jackson

Commissioner
Jose R. Alvarez

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Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 10E

North Bay Village, Florida



INVITATION TO BID FOR BUILDING DEMOLITION AND SITE CLEANUP SERVICES

BID NO. NBV 2018-002



SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141
ON OR BEFORE AUGUST 10, 2018 AT 4:00 P.M.

Agenda Item 10E

**NORTH BAY VILLAGE
INVITATION TO BID
NO. 2018-002
BUILDING DEMOLITION AND SITE CLEANUP SERVICES**

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Agenda Item 10E

**NORTH BAY VILLAGE
BUILDING DEMOLITION AND SITE
CLEANUP SERVICES
BID NO. NBV 2018-002**

SECTION 1 – INVITATION TO BID

Public Notice is hereby given that North Bay Village, Florida is requesting proposals from a qualified professional contractor to provide demolition and site cleanup services to the Village, for the property located at 1335 N.E. 79th Street in the Village (A/K/A 1335 Kennedy Causeway/1335 79th Street Causeway), Tax Folio: 23-3209-001-0860.

Sealed Responses clearly labeled with the Bid title and number must be received by mail or hand delivered on or before August 10, 2018, no later than 4:00 P.M. The proposals will be publicly opened shortly thereafter in the Office of the Village Clerk. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

Respondents must submit in blue ink or typed an original unbound package, six (6) additional bound copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

Copies of this Bid Document may be obtained at DemandStar by Onvia at www.demandstar.com, at the Village Administrative Offices, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m., Monday through Friday, or by emailing yvonne.hamilton@nbvillage.com.

A mandatory pre-bid meeting will be held on July 27, 2018 at 10:00 A.M. at Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, FL 33141. Survey of property and on-site visit will take place during pre-bid meeting and all questions will be addressed during pre-bid meeting. No questions will be accepted after the mandatory pre-bid meeting.

The Village reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the bid including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The Village further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time or take any other such actions that may be deemed in the best interest of the Village, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

Pursuant to Section 38.18 of the Village Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village's staff and elected officials pertaining to this Bid are prohibited.

Yvonne P. Hamilton, CMC
Village Clerk

Agenda Item 10E

SCHEDULE OF EVENTS

Below is the current schedule of the events that will take place in the procurement process. The Village reserves the right to make changes or alterations to the schedule as the Village determines is in the best interest of the public. Bidders will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the Village, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Bidder to be disqualified.

Date	Event
July 8, 2018	Advertisement
July 12, 2018	Documents Available for Public Inspection and digital copies
July 27, 2018	10:00 A.M., Mandatory Pre-bid meeting at: 1666 Kennedy Causeway, Commission Chambers 1st Floor, North Bay Village, Florida 33141.
August 10, 2018	Bid Documents Submittal due to Village Clerk Office, no later than 4:00 P.M. local time.
August 16, 2018	Evaluation Committee Meeting – 10:00 A.M.
August 22, 2018	Award Recommendation to Village Manager and Village Clerk
September 11, 2018	Commission Public Meeting to review and confirm Award Recommendation 7:30 pm local time

Agenda Item 10E

**NORTH BAY VILLAGE
INVITATION TO BID
BID NO. 2018-002
BUILDING DEMOLITION AND SITE CLEANUP SERVICES**

SECTION 2 – PURPOSE

North Bay Village is requesting Competitive Sealed Bids from qualified firms interested in contracting with the Village to provide building demolition and removal and total site clean-up in the Village.

Site Address:

1335 N.E. 79th Street Causeway

A/K/A 1335 Kennedy Causeway/1335 79th Street Causeway

Tax Folio: 23-3209-001-0860

<u>Year Built</u>	<u>Square Footage</u>
1956	6,723
1964	2,127
1975, 1978 & 1987	<u>992</u>
Total Square Footage	9,842

The site and building are illustrated on the aerial map that is an attachment to this document.

The wall abutting Kennedy Causeway and the free-standing sign will remain on the property.

The contractor shall be responsible for coordinating the relocation and/or removal of all utilities on the site.

Plans and specs for the building are not available.

Note: It is the Village's intent to select the most qualified contractor for the site who will, in the Village's sole determination, provide the best demolition proposal.

Demolition: The contractor will be responsible for demolition, removal, and proper disposal of structure and contents of the building listed above. The structural framing members will be removed to the ground to avoid free fall and to prevent ground impact and dust generation. The contractor shall be responsible for all costs of transport and proper disposal of all demolition debris, including HAZMAT. The contractor shall secure the property with orange safety fencing and proper signage after cleanup.

Any proposed dust-control measures or noise-control measures should also be presented in the proposal.

Certifications and permits – The contractor will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory agencies, including RER (DERM) asbestos surveys.

Agenda Item 10E

Utility Disconnects – The demolition contractor will be responsible for coordinating and cost of all utility disconnections.

Reuse of Materials – No materials from the project are proposed for reuse by the Village.

Salvage of Materials – Unless referenced otherwise, the contractor shall take ownership of all scrap/salvage materials.

Extent of Underground Demolition – The contractor will be responsible for demolition of all slabs and all underground structures. The entire foundation should be removed and the opening filled with compacted earth. Approved material shall be placed as backfill in all excavated areas and graded to the elevation necessary to provide positive surface drainage to all areas of the site.

Responsibility for Temporary Facilities – The contractor will be responsible for all temporary facilities necessary to successfully complete the project – to include, but not limited to Roll-Off dumpster, portable restrooms, site fencing, site security, etc.

The contractor may obtain water from a fire hydrant, if available. A Miami-Dade Water and Sewer Department Floating Meter will be required.

Special Requirements – Caution and care must be exercised to prevent damage to adjacent structures, sidewalks and streetscape and to ensure that existing businesses in the area can operate normally without significant disruption during demolition activities. All required street closures shall be approved at least 48 hours in advance through North Bay Village. The contractor shall pay North Bay Village Police Department for off duty Officers while demolition is in progress or when Officers are needed to assist with traffic safety. The completion date shall be discussed at the mandatory pre-bid conference and walkthrough. Firms that cannot meet the schedule for demolition of the site will not be considered.

Hazardous Materials –Preliminary inspections of the site has not been performed to identify and assess suspect asbestos containing materials. The contractor will be responsible for all aspects regarding the removal and disposal of any and all hazardous materials, including, but not limited to identification, testing, permitting, certification, notifications, best management practices, hauling, disposal fees, etc.

The contractor will be responsible for repair of damage to any adjacent structures, and any curbing, sidewalk, or asphalt damaged during the project, including the wall on the property.

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**NORTH BAY VILLAGE
INVITATION TO BID
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BUILDING DEMOLITION AND SITE CLEANUP SERVICES**

SECTION 3 – PROPOSAL REQUIREMENTS

Interested firms are required to attend a mandatory pre-bid conference and walkthrough of the site to be eligible for consideration of their proposal. Proposals will not be accepted from proposers who do not attend the pre-bid conference.

The proposal must be typed or handwritten in blue ink.

Interested Firms must, at a minimum, provide the following information:

- **Qualifications/Experience:** Describe the firm's qualifications and experience with this type of work. Give examples and reference contact information for previous similar projects.
- **Approach:** Describe how the work will be accomplished. What measures will be employed to protect adjacent structures from damage? What practices will be used to minimize disruption of existing business operations?
- **Schedule:** Provide an estimated project schedule to complete the scope of work described above.
- **Safety:** Provide information regarding the firm's safety record, and describe the specific safety measures/plan to be used in this project to protect personnel, public, structures, and infrastructure.
- **Price:** It is the Village's intent to select the most qualified contractor to perform the demolition and site clean-up services.

Respondents must submit an original unbound package, six (6) additional bound copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141. Please include tab dividers for easy access to each section of the proposal. The firm may also submit an example of a project previously completed at another municipality that is similar in size and scope of the work described above.

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**NORTH BAY VILLAGE
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BUILDING DEMOLITION AND SITE CLEANUP SERVICES**

SECTION 4 – HOW TO SUBMIT PROPOSAL

It will be the sole responsibility of the Proposer to ensure that the Proposals reach North Bay Village, Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141, prior to the Bid opening date and time listed. Proposals submitted by email or facsimile will NOT be accepted.

The proposal package must contain a Bid Bond in the amount of 5% of the total amount bid for the job. If alternates are offered the 5% Bid Bond shall be on the highest total bid amount. The security will be in the form of cash, cashier’s check, or bid bond made payable to North Bay Village and will be required to be submitted with the Proposal package in a separate marked envelope. All Bid Bonds will be returned after the contract has been executed by the successful proposer.

The Village will require, as a condition of award the successful proposer to provide a Payment /Performance Bond in the amount of the contract price for the entire project. This Bond will be in effect until after the Village has accepted the completed project and made the final payment.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract, if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by: _____
(Signature) (Date)

Name (Printed): _____

Title: _____

Company: (Legal Registration) _____

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VENDOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address: _____

City: _____ State: _____

Zip Code: _____

Telephone No.: _____

FAX No.: _____

E-MAIL: _____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

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**NORTH BAY VILLAGE
INVITATION TO BID
BID NO. 2018-002
BUILDING DEMOLITION AND SITE CLEANUP SERVICES**

SECTION 5 – GENERAL CONDITIONS

5.1 Bid Documents

These Bid documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in this Bid. Proposals not submitted on the prescribed Proposal forms may be rejected. By submitting a Proposal, the Proposer agrees to be subjected to all terms and conditions specified herein. Submittal of a response to this Bid constitutes a binding offer by the Proposer.

5.2 Taxes

The Proposer shall not be entitled to the Village's tax exempt benefits.

5.3 Interpretations and Inquiries

All Proposers shall carefully examine the Bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the Village or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the Bid documents shall be requested in writing, via email or fax, and received by the Village no later than **July 31, 2018**.

Written inquiries shall be sent with the subject line: Bid No. NBV 2018-002 – Building Demolition and Site Cleanup Services to:

Yvonne P. Hamilton, CMC, Village Clerk
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141
Fax: (305) 756-7722
Email: yvonne.hamilton@nbvillage.com

The Village will not respond to oral inquiries.

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Submission of a Proposal shall serve as prima facie evidence that the Proposer has examined the Contract and is fully aware of all conditions affecting the provision of Services

No person is authorized to give oral interpretations of, or make oral changes to, the Bid documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the Bid documents shall be made in the form of a written addendum to the Bid document and shall be furnished by the Village to all Proposers. Only those interpretations of, or changes to, the Bid document that are made in writing and furnished to the Proposers by the Village may be relied upon.

5.4 Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the Village, either before or after submittal of the Proposal, shall affect or modify any of the terms or obligations contained in the Bid. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Village or the Proposer.

5.5 No Contingent Fees

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

5.6 Independence

As requested in Section 7 of this Bid, the Proposer shall list, and describe any relationships – professional, financial or otherwise – that it may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this Bid. Additionally, the Proposer shall give the Village written notice of any other relationships – professional, financial or otherwise – that it enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

5.7 No Collusion

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved.

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5.8 Assignment; Non-transferability of Proposal

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of a Contract, is subject to having its Proposal disqualified as a result of such transaction. The Village Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to the Village. Failure to do so may result in the Proposal being disqualified, at the Village Manager's sole discretion.

5.9 Legal Requirements

Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the Services being offered in this Bid. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

5.10 Familiarity with Laws and Ordinances

The submission of a Proposal for the Services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the Bid documents that are contrary to or inconsistent with any law, ordinance, or regulation, he or she shall report it to the Village Clerk in writing.

5.11 Advertising

In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any Advertising or Proposer sponsored publicity without the express written approval of the Village Manager or designee.

5.12 Award of Contract

Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the Village.

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5.13 Execute Contract

The terms, conditions and provisions in this Bid shall be included and incorporated in the final Contract between the Village and the successful Proposer(s). Following selection by the Village Commission, the successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Contract, deliver to the Village a fully executed Contract, The required Payment/Performance Bond and all requested certificates of insurance.

The final Contract shall be subject to the approval of the Village Manager in his or her sole discretion, and approved as to form and legality by the Village Attorney. The order of precedence will be the Contract, the Bid Documents, the Proposer's response and general law. Any and all legal action necessary to interpret or enforce the Contract will be governed by the laws of Florida. Venue shall be proper exclusively in Miami-Dade County, Florida.

5.14 Facilities

The Village Manager or designee reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

5.15 Withdrawal or Revision of Bid Proposal Prior to and After Opening

A Proposer may withdraw its Bid at any time before the proposals are opened. No Proposer may withdraw its Proposal within thirty (30) calendar days after the Proposal opening date.

5.16 Village's Exclusive Rights

The Village Manager reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all Proposals in part or in whole;
3. Request additional information as appropriate; or
4. Reject any or all submittals if found to be in the best interest of the Village.

By submitting a Proposal for the Services, all Proposers acknowledge and agree that no enforceable Contract arises until the Village Commission approves a Contract with the selected Proposer.

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5.17 Addenda

The Village reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such addenda on the form provided herein. In the event any Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged, and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the Village.

5.18 Review of the Bid Documents

By the submission of a Proposal to perform the Services, the Proposer certifies that a careful review of the Bid documents has taken place and that the Proposer is fully informed and understands the requirements of the Bid documents and the quality and quantity of service to be performed.

5.19 Adjustment/Changes/Deviations

No adjustments, changes or deviations to the Bid will be accepted unless the conditions or specifications of the Bid expressly so provide.

5.20 Public Records

Upon award recommendation or thirty (30) days after Proposal opening, whichever is earlier, any material submitted in response to this Bid will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Bid by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

5.21 Subcontracting

Subcontracting shall be permitted; a list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of the Contract, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Village Manager, subject to his or her approval. Insurance requirements as set forth in Section 6.11 below shall apply to subcontractors.

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5.22 Public Entities Crime

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a Proposal on an Contract to provide any goods or services to the Village and may not transact business with the Village in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this Bid, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the Services set forth in this Bid.

5.23 Non-Collusion Affidavit

The Proposer shall include the Non-Collusion Affidavit as set forth in the form provided and described in this Bid package. Proposer's failure to include the affidavit may result in disqualification.

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**NORTH BAY VILLAGE
INVITATION TO BID
BID NO. 2018-002
BUILDING DEMOLITION AND SITE CLEANUP SERVICES**

SECTION 6 – SPECIAL CONDITIONS

6.1. Variances

While the Village allows Contractors to take variances to the Bid terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness.

6.2. Bid Documents

The Contractor shall examine this Bid package carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

6.3. Proposers' Costs

The Village shall not be liable for any costs incurred by proposers in responding to this Bid.

6.4. Proposal Security

The proposal package must contain a Bid Bond in the amount of 5% of the total amount bid for services. If alternates are offered, the 5% Bid Bond shall be on the highest total bid amount. The security will be in the form of cash, cashier's check, or bid bond made payable to North Bay Village and will be required to be submitted with the Proposal package in a separate marked envelope. All Bid Bonds will be returned after the contract with the successful proposer has executed a contract for the work.

The Village will require, as a condition of award the successful proposer to provide a Payment Performance Bond in the amount of the contract for the entire project. This Bond will be in effect until after the Village has accepted the completed project and made the final payment.

Should the Proposer refuse to continue with the development of its Proposal, refuse to enter into the Contract contained in this Bid package, or fail to furnish such bond or check, the amount of the Proposal security shall be forfeited to the Village as liquidated damages, not as a penalty. Proposals not accompanied by the proper Proposal security shall be deemed non-responsive and will not be considered.

Default of Proposer shall occur upon the failure of the Proposer to deliver within the time required by the Bid proposal, including the executed Agreement, and any performance and payment bonds required by the Bid proposal and the Agreement. Bid Bond for the awarded Proposer will be returned following the execution of the Contract.

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6.5. Contract Period & Warranty

The resulting contract will be effective upon execution. Demolish work must begin no later than 30 days after demolish permit is issued. There is no cost to the contractor for Village issued permits.

6.6. Invoices/Payment

Payments will be made based upon work completed. Payment shall be made by the 15th of the month following receipt of the Contractor's invoice for the services.

6.7. Deletion or Modification of Services

The Village reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the Village, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the Village agree on modifications or revisions to the task elements, after the Village has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the Village for approval prior to proceeding with the work.

6.8. Additional Items

The Village may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the Village prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items from other vendors or to cancel the contract upon giving the Contractor thirty (30) days written notice.

6.9. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

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6.10. Uncontrollable Circumstances ("Force Majeure")

The Village and Contractor will be excused from the performance of their respective obligations under this contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- a. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this Section.

6.11. Insurance

The contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The policy (or policies) must include Employer's Liability with minimum limits of \$1,000,000.00 for each accident. The Village is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the Village as "additional insured" will be at the contractor's expense.

- a. Workers Compensation: Notwithstanding FS 440.055, any firm performing work on behalf of North Bay Village must provide Workers' Compensation Insurance for the benefit of its employees.

Exceptions and exemptions can only be made if they are in accordance with Florida Statute.

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- b. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) general aggregate limit. Such certificate shall list the Village as an additional insured.

NOTE: If Comprehensive General Liability limits are less than one million dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than one million dollars (\$1,000,000.00).

- c. Automobile Liability must equal no less than one million dollars (\$1,000,000.00) for each occurrence. The Contractor shall provide to the Village original certificates of such coverage prior to engaging in any activities under this contract. Certificates shall have no less than thirty (30) days' notice of cancellation. No work can be started until the certificate is submitted and approved by the Village Manager.

In the event that you are the successful proposer, you will be required to provide a certificate naming the Village as an "additional insured" for both General Liability and Automobile coverages.

Certificate holder should be stated as follows:

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

6.12. Bonds

The successful bidder shall provide with the executed contract or within five (5) days of the Effective Date of Contract, a cash bond, letter of credit or Payment/Performance bond in an amount equal to the total of the contract amount in a form satisfactory to the Village Attorney.

The surety providing such Bonds must be licensed authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570).

The cost of the premiums for such Bonds shall be at no cost to the VILLAGE. If notice of any change affecting the work under the Contract, the Contract Prices or Term or any of the provisions of the Bid Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR'S sole responsibility.

6.13. Lobbying Activities

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with North Bay Village Ordinances, Lobbying Activities. Copies of Ordinances may be obtained from the Village Clerk's Office.

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6.14. Contract Administrator

The Village may designate a Contract Administrator whose principal duties shall be Liaison with Contractor to:

- A) Coordinate and approve all work under the contract.
- B) Resolve any disputes.
- C) Assure consistency and quality of Contractor's performance.
- D) Schedule and conduct Contractor performance evaluations and document findings.
- E) Review and approve for payment all invoices for work performed or items delivered.

6.15. Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the Village's Formal solicitation process, requiring Village Commission action is available at Village Hall. Tabulations of receipt of those parties responding to a formal solicitation may be found at Village Hall or any interested party may call the Village Clerk at (305) 756-7171.

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**NORTH BAY VILLAGE
INVITATION TO BID
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BUILDING DEMOLITION AND SITE CLEANUP SERVICES**

SECTION 7 – TECHNICAL SPECIFICATIONS

7.1 Selection Committee

Proposals submitted will be evaluated by a Selection Committee.

The following criteria will be used to evaluate proposal responses and to make a recommendation to the Village Commission.

1. Mandatory elements

- a) The vendor/contractor is independent and State licensed to practice in the State of Florida.
- b) The vendor/contractor has no conflict of interest with regard to any other work performed by the vendor / contractor for North Bay Village.
- c) The vendor /contractor has a record of quality work.
- d) The vendor/contractor adheres to the instructions in this Bid package for preparation and submission of the proposal.

2. Pre-Requisite Qualifications

Proposers submitting a Proposal in response to this Bid package must, at a minimum, meet the following Pre-Requisite Qualifications. All requested documentation and/or information must be provided in the Proposal to confirm that the Firm has satisfied all of the Pre-Requisite Qualifications. **Vendor/Contractors that do not meet the following qualifications shall be deemed non-responsive.**

Vendor/contractor shall be in good standing with all regulatory departments of the State of Florida.

Vendor/contractor shall have at least one operating office located within Florida

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3. Evaluation Criteria:

- a) Expertise and Experience (Maximum Points – 25)
(For example, the firm's past experience and performance on similar projects of comparable size and complexity.)
- b) Labor and Equipment necessary to perform job (Maximum Points - 20)
- c) Responses of references (Maximum Points - 5)
- d) Cost (Maximum Points – 50)

Evaluation of proposals will be conducted by an evaluation committee of qualified Village Staff, or other persons selected by the Village Manager. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a number one proposer. In the event the committee cannot identify a number one proposer they may give further consideration to all responsive proposals received. Proposers may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. Information and references submitted will be considered in the award. The committee will then make a recommendation to the Village Manager for final recommendation to the Village Commission for award.

The Village may require additional information and Proposers agree to furnish such information.

The Village reserves the right to award the contract to that Proposer who will best serve the interest of the Village. The Village reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The Village also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

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**NORTH BAY VILLAGE
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SECTION 8 – EVALUATION PROCEDURES

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the Bid package. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

Proposals must be submitted in a sealed package with the Bid number, due and open dates, and Bid title (Bid No. 2018-002) clearly marked on the outside. If more than one package is submitted, they should be marked 1 of 2, etc.

Proposals will be received by mail or hand-delivered to the Village Clerk's Office, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141 on or before August 10, 2018 no later than 4:00 P.M. The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

PROPOSERS MUST SUBMIT AN IDENTIFIED UNBOUND ORIGINAL DOCUMENT PLUS SIX (6) BOUND COPIES AND ONE (1) CD ROM OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.THE ABOVE REQUIREMENT TOTALS EIGHT (8) COPIES OF YOUR PROPOSAL.

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**NORTH BAY VILLAGE
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SECTION 9 – TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Proposal Signature Page

Tab 2: Statement of Qualifications

This section should contain a statement of understanding of the critical issues and opportunities associated with the project and how the Proposer is uniquely qualified to assist the Village in this effort. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure additional personnel, if necessary.

Tab 3: Preliminary Scope of Services Provide an outline detailing your approach and concept to the project, and provide a proposed Scope of Services to demonstrate an understanding of the project.

Tab 4: Ability to Meet the Project Schedule

Include a proposed schedule that shows how the Contractor would provide services within the time frame required.

Tab 5: State number of years' experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences. If your company has not provided similar services in the past, explain fully why you consider your company qualified to perform this service for North Bay Village.

Tab 6: List the qualifications of staff to be assigned to this contract demonstrating the specialized knowledge, experience and skills they would bring to this assignment. List name, title or position and duties. A summary of experience and qualifications should accompany your proposal.

Tab 7: Proposer to provide a minimum of three (3) references for which similar services have been used in this area. If additional space is required, include as an appendix to Bid No. 2018-002 response. If additional references are provided, please attach this information as an appendix to your Bid response. Description of services rendered: During the month(s)/year(s): Name of Governmental Agency (Village or county):

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Principal Contact Person:

Telephone Number:

Fax Number:

Email Address:

If you have ever failed to complete work awarded to you, explain where and why.

Tab 8: List any North Bay Village or other governmental agency with which the proposer has had contracts or agreements during the past three (3) years.

Tab 9: Provide a summary of any litigation filed against Proposer, principals, or individuals employed by the Proposal in the past three (3) years which is related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

Tab 10: Provide documentation to support your financial ability to perform the contract services. You may include an audited financial statement, bank references and other business references (excluding North Bay Village). A minimum of three (3) is recommended.

Tab 11: Proposer please quote your company's rates for providing additional services

Tab 12: Attach copies of all Insurance Certificates for our review.

Tab 13: Any additional information. The proposer understands that the information contained in these Proposal Pages is to be relied upon by the Village in awarding the proposed Contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the Village.

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

Agenda Item 10E

**NORTH BAY VILLAGE
INVITATION TO BID
BID NO. 2018-002
BUILDING DEMOLITION AND SITE CLEANUP SERVICES**

SECTION 10 – CONE OF SILENCE

10.1 Cone of Silence

You are hereby advised that this invitation to Bid No. 2018-002 is subject to the “Cone of Silence” in accordance with Section 38.18 of the North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

§ 38.18 - Cone of Silence.

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

- a. any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- b. any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- c. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;
- d. any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;
- e. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and
- f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

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The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- a. communications with the Village Attorney and his or her staff;
- b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- c. any emergency procurement of goods or services;
- d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) Procedure.

- a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

Agenda Item 10E

- b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.

The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

(B) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.

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**NORTH BAY VILLAGE
INVITATION TO BID
BID NO. 2018-002
BUILDING DEMOLITION AND SITE CLEANUP SERVICES**

SECTION 11 – QUALIFICATION FORMS

The forms located in this section of the Bid package shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

(This space intentionally left blank)

Agenda Item 10E

FORM 1 PROPOSAL PRICING SHEET

Provide a proposal containing a total price to perform the project and services as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

The price below represents the full cost to North Bay Village for the Building Demolition and Site Cleanup Project. Any additional price quotes shall be submitted on a separate page and marked as an alternate quote for additional services or products.

TOTAL BID AMOUNT

\$

Taxpayer Identification Number: _____

BIDDER: _____
(Company Name)

Signature of Authorized Representative

(Printed Name and Title)

Agenda Item 10E

FORM 2 PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):

Principal Business Address:

2. Principal Contact Person(s):

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
------	---------	-------

If a corporation, in what state incorporated: _____

Date Incorporated: _____

Month Day Year

If a Joint Venture or Partnership, date of agreement: _____

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
------	---------	-------

1. _____

2. _____

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6. Outline specific areas of responsibility for each firm listed in Question 5.

1.

2.

7. Licenses:

a. Miami Dade County Local Business Tax Receipt.

(Attach Copy)

b. Receipt Classification:

c. Receipt Expiration Date:

d. Federal I.D. No:

Agenda Item 10E

FORM 3 PERSONNEL

The Village requires that the proposer include the resumes of the principle of the company and any manager or superintendent that will be providing services under the specification of Bid No. 2018-002. Resumes should be provided in the following format, however, additional information may be provided at the option of the Proposer.

- A. Name & Title
- B. Years of Experience with this company:
With Other Similar companies:
- C. Education:

Degree(s)

Year/Specialization
- D. Professional References: (List a minimum of 3)
- E. Other Relevant Experience and Qualifications
- F. Attach applicable licenses for each individual performing services pursuant to this Contract.

Agenda Item 10E

FORM 4 REFERENCES

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____
2. Name of Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____
3. Name of Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____

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FORM 5 DRUG-FREE WORKPLACE

The undersigned vendor/contractor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Agenda Item 10E

7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature (Blue ink only)

Print Name

Title

Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of _____ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Agenda Item 10E

FORM 6 ACKNOWLEDGMENT OF ADDENDA

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this Bid. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

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FORM 7 INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.
 (b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, "Not applicable" in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this Bid package.

Signature (Blue ink only)

Print Name

Title

Date

[Acknowledgment on following page.]

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Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of _____ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Agenda Item 10E

FORM 8 CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Signature (Blue ink only)

Print Name

Title

Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

Agenda Item 10E

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of _____ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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**FORM 9
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the NORTH BAY VILLAGE by:

_____ [print individual's name and title]

for _____ [print name of entity submitting sworn statement]

whose business address is _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

- 2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an “affiliate” as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or

Agenda Item 10E

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

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I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature (Blue ink only)

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

On this the _____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

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NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: print, stamp or type as commissioned.)

_____ Personally known to me, or

_____ Personal identification:

(Type of Identification Produced)

_____ Did take an oath, or

_____ Did not take an oath

Agenda Item 10E

FORM 10 E-VERIFY ACKNOWLEDGEMENT



E-VERIFY ACKNOWLEDGEMENT

RFP#: _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the

following: Vendor/Consultant:

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

Contract Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

Agenda Item 10E

FORM 11
NOTICE TO PROCEED

TO: _____
Contractor

Street Address

City

ATTN: _____
Name and Title

PROJECT: NORTH BAY VILLAGE
INVITATION TO BID FOR
BUILDING DEMOLITION AND CLEANUP SERVICES
BID NO. NBV 2018-002

Gentlemen:

One executed copy of your contract for the above project has been forwarded to you. The Commencement date is _____, 20___. Completion date shall be _____, 20__.

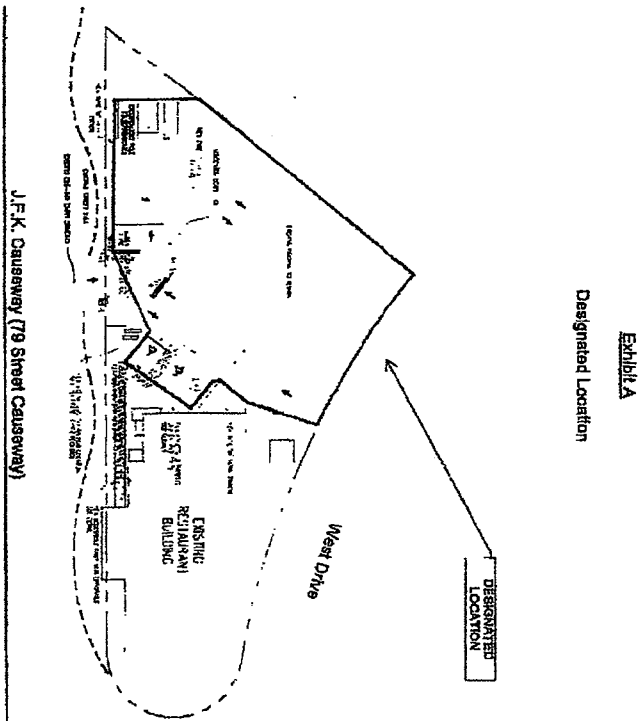
Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

Sincerely yours,

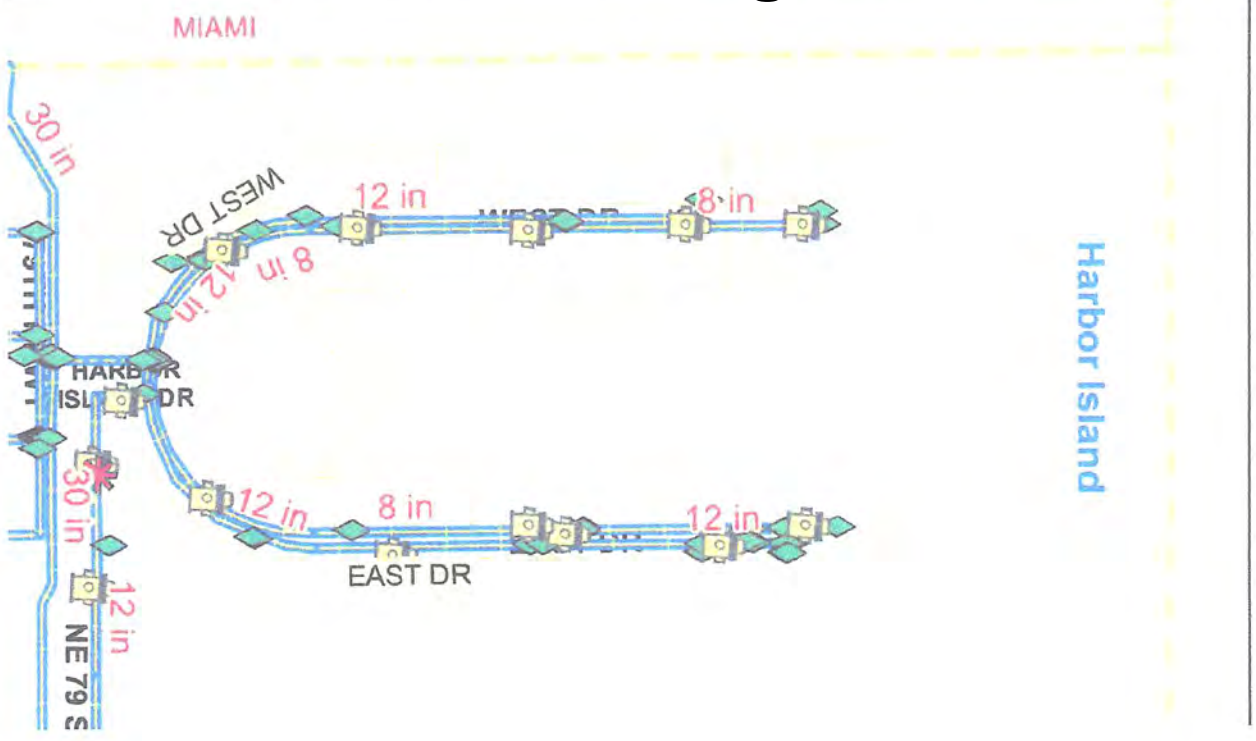
Lewis Velken
Interim Village Manager



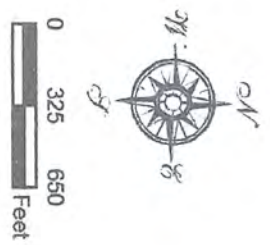
Agenda Item 10E



M.A.



Harbor Island



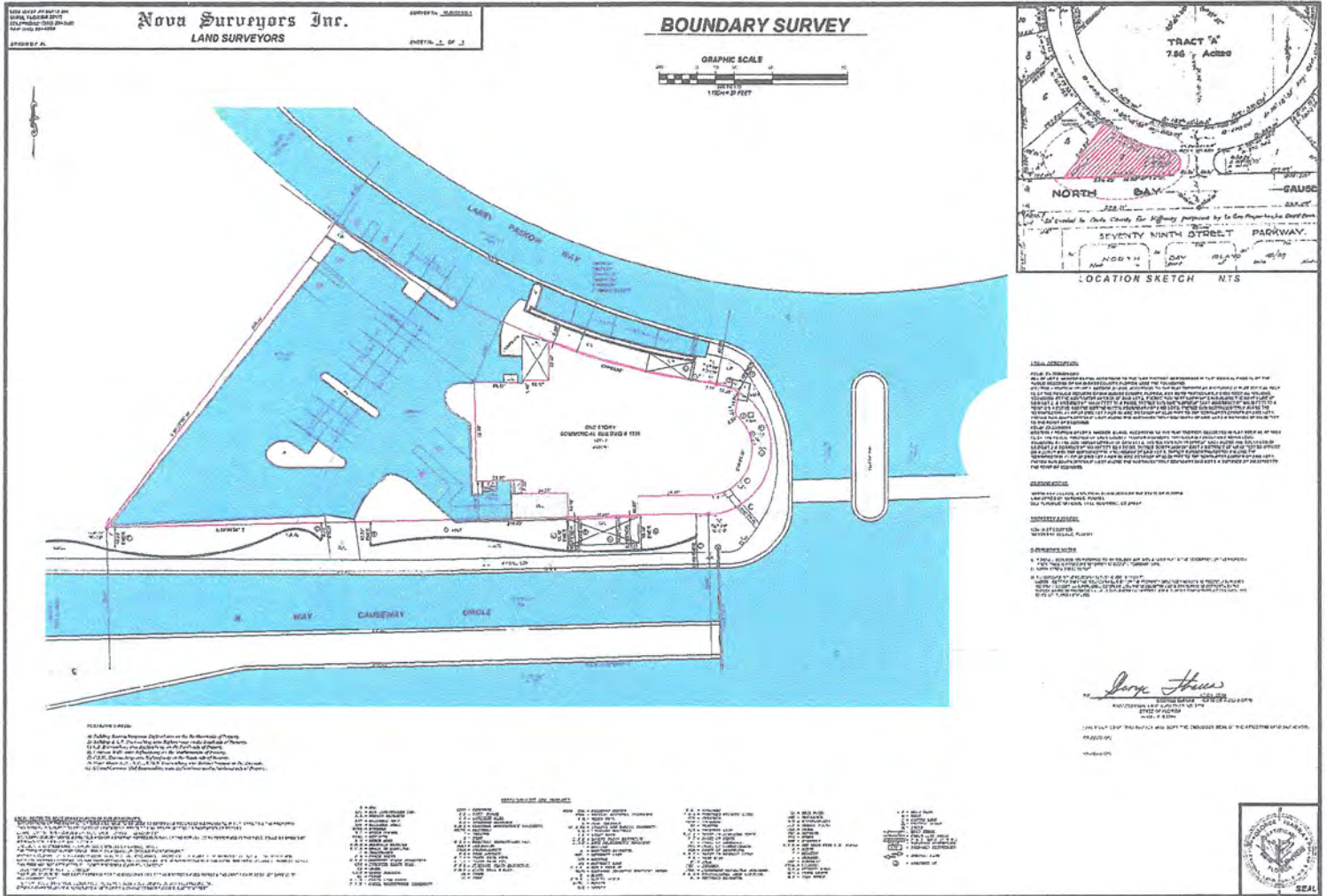
City of North Bay Village
Water System

Water Backflow Preventer Valve
 Water DDCV
 Water Fire Hydrant
 Water Manhole

Water SC
 Water Valve
 Water Line

August 20...

Agenda Item 10E



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FORM 1 PROPOSAL PRICING SHEET

Provide a proposal containing a total price to perform the project and services as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

The price below represents the full cost to North Bay Village for the Building Demolition and Site Cleanup Project. Any additional price quotes shall be submitted on a separate page and marked as an alternate quote for additional services or products.

TOTAL BID AMOUNT \$ 68,750.00

Taxpayer Identification Number: _____

BIDDER: American Design Engineering Construction, Inc. (ADEC)
(Company Name)

Steven Espinal
Signature of Authorized Representative

Steven Espinal
(Printed Name and Title)

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FORM 2 PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):

American Design Engineering Construction Inc.

Principal Business Address:

2853 Executive Park Drive, Suite 202
Weston, FL 33331

2. Principal Contact Person(s):

Steven Espinal

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

Corporation

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
Juan Espinal		President
Mario F Leonor		Treasurer
Steven Espinal		VP

If a corporation, in what state incorporated: Florida

Date Incorporated: 08 07 2007

Month Day Year

If a Joint Venture or Partnership, date of agreement: None

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
1. Allied Demolition, Inc	7950 NW 53 st Doral, FL 33166	
2. Ice C Cool Mechanical, Inc	1713 Banks rd, Margate, FL	

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6. Outline specific areas of responsibility for each firm listed in Question 5.

1.

2.

7. Licenses:

a. Miami Dade County Local Business Tax Receipt.

(Attach Copy)

b. Receipt Classification:

c. Receipt Expiration Date:

d. Federal I.D. No:

26-0713097

Agenda Item 10E

FORM 3 PERSONNEL

The Village requires that the proposer include the resumes of the principle of the company and any manager or superintendent that will be providing services under the specification of Bid No. 2018-002. Resumes should be provided in the following format, however, additional information may be provided at the option of the Proposer.

- A. Name & Title
- B. Years of Experience with this company:
With Other Similar companies:
- C. Education:

Degree(s)

Year/Specialization
- D. Professional References: (List a minimum of 3)
- E. Other Relevant Experience and Qualifications
- F. Attach applicable licenses for each individual performing services pursuant to this Contract.

Agenda Item 10E

FORM 4 REFERENCES

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Agency: E BR Services
Address: 4222 Starbuck Rd, Yandean, MD 20706
Phone Number: (301) 547-5631
Principal Contact Person(s): Emilio Rodriguez
Year Contract Initiated: 2017
2. Name of Agency: The OS Holding Group LLC
Address: 12150 NW 28ct Plantation, FL 33323
Phone Number: 954-806-6949
Principal Contact Person(s): Jorge Medina
Year Contract Initiated: 2010
3. Name of Agency: Terra Group
Address: 2665 S Bayshore Dr #1020
Coconut Grove, FL 33133
Phone Number: 954-512-3884
Principal Contact Person(s): Curt Wyborny
Year Contract Initiated: 2013

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FORM 5 DRUG-FREE WORKPLACE

The undersigned vendor/contractor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that ADEC Construction, Inc. does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Steven Espinal

Signature (Blue ink only)

Steven Espinal

Print Name

VP

Title

08-06-2015

Date

Witness my hand and official notary seal/stamp at 6th the day and year written above

STATE OF FLORIDA)

) SS:

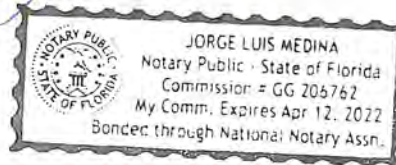
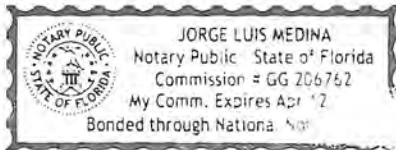
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared STEVEN ESPINAL as PRESIDENT, of ADECO INC, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of ADECO INC for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 6 day of AUGUST, 2018.

Jorge Luis Medina
NOTARY PUBLIC

My Commission Expires:



Agenda Item 10E

FORM 6 ACKNOWLEDGMENT OF ADDENDA

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this Bid. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

Agenda Item 10E

FORM 7 INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Steven Espinal of ADEC construction, the Proposer that has submitted the attached Proposal;
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.
 (b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, "Not applicable" in the space below.)

Not Applicable

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this Bid package.

Steven Espinal
 Signature (Blue ink only)
Steven Espinal
 Print Name VP
 Title
08-06-2018
 Date

[Acknowledgment on following page.]

Agenda Item 10E

Witness my hand and official notary seal/stamp at 6th the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared STEVEN ESPINAL as V. PRESIDENT, of ADEC CONSTRUCTION INC., an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of ADEC CONSTRUCTION INC. for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 6 day of August, 2018.

[Signature]
NOTARY PUBLIC



My Commission Expires

Agenda Item 10E

FORM 8 CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Steven Espinal of ADEC construction, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Steven Espinal
Signature (Blue ink only)

Steven Espinal
Print Name

VP
Title

08 06 - 2018
Date

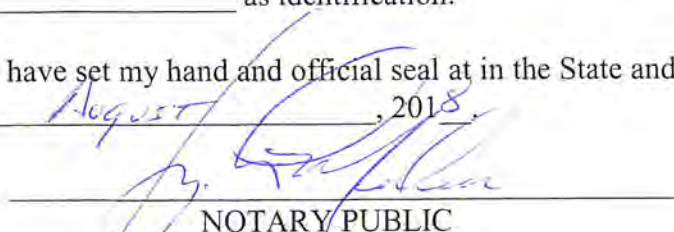
Witness my hand and official notary seal/stamp at _____ the day and year written above

Agenda Item 10E

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared STEVEN ESPINAL as V. PRESIDENT, of ADEL CONSTRUCTION INC., an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of ADEL CONSTRUCTION INC. for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 6 day of August, 2018.



NOTARY PUBLIC

My Commission Expires:



Agenda Item 10E

FORM 9
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the NORTH BAY VILLAGE by:

Steven E Spinal VP
[print individual's name and title]

for American Design Engineering Construction Inc (ADEC)
[print name of entity submitting sworn statement]

whose business address is 2853 Executive Park Dr Suite 202
Weston, FL 33331

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-0713097 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or

Agenda Item 10E

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

Agenda Item 10E

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Steven Espinal

Signature (Blue ink only)

STATE OF FLORIDA)

)

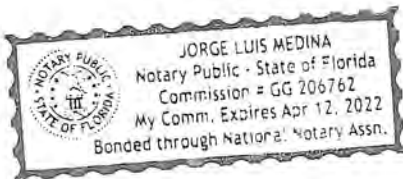
COUNTY OF MIAMI-DADE)

On this the 6 day of August, 20 18, before me, the undersigned

Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) STEVEN ESPINAL and whose

name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

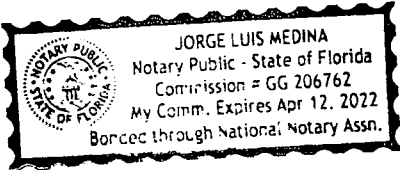


Jorge Luis Medina
Notary Public, State of Florida

Agenda Item 10E

NOTARY PUBLIC:
SEAL OF OFFICE:

(Name of Notary Public: print, stamp or type as commissioned.)



- Personally known to me, or
- Personal identification:

(Type of Identification Produced)
- Did take an oath, or
- Did not take an oath

Agenda Item 10E

FORM 10 E-VERIFY ACKNOWLEDGEMENT



E-VERIFY ACKNOWLEDGEMENT

RFP#: NBU 2018-002

Project Description: Building Demo

Vendor/Consultant acknowledges and agrees to the

following: Vendor/Consultant:

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

Contract Firm: American Design Engineering Construction Inc

Authorized Signature: Steven Espinal

Title: VP

Date: 08-06-2018

Agenda Item 10E

FORM 11
NOTICE TO PROCEED

TO: _____
Contractor

Street Address

City

ATTN: _____
Name and Title

PROJECT: NORTH BAY VILLAGE
INVITATION TO BID FOR
BUILDING DEMOLITION AND CLEANUP SERVICES
BID NO. NBV 2018-002

Gentlemen:

One executed copy of your contract for the above project has been forwarded to you. The Commencement date is _____, 20___. Completion date shall be _____, 20__.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

Sincerely yours,

Lewis Velken
Interim Village Manager



City of Weston
 17200 Royal Palm Boulevard
 Weston, FL 33326
 (954) 385-2000

Agenda Item 10E


Business Tax Invoice

Renew online: www.westonfl.org/renew
 or make check payable to: The City of Weston

Location Address:

2853 Executive Park Drive, Ste 202

American Design Engineering Construction Inc. dba
 Juan Espinal, Sr., CGC006592
 2853 Executive Park Drive, Ste 202
 Weston, FL 33331

Issue Date: August 28, 2017
 Due and Payable by: **September 30, 2017**
 Receipt Number: 2018 - 11558 
 Amount Due: \$273.48
 Category: General Business

Fiscal Year 2018

*** Detach and Return This Portion With Your Payment ***



City of Weston
 17200 Royal Palm Boulevard
 Weston, FL 33326
 (954) 385-2000

Fiscal Year 2018

Renew online at: www.westonfl.org/renew
 or make check payable to: The City of Weston

Business Tax Invoice

American Design Engineering Construction Inc. dba
 Juan Espinal, Sr., CGC006592
 2853 Executive Park Drive, Ste 202
 Weston, FL 33331

Location Address

2853 Executive Park Drive, Ste 202

Issue Date: August 28, 2017
 Due and Payable by: **September 30, 2017**
 Receipt Number: 2018 - 11558
 Amount Due: \$273.48
 Category: General Business

Description	Amount
General Business (all other Businesses)	\$273.48

Due and payable by September 30, 2017, pursuant to Florida State Statutes, Chapter 205. Receipts that are not renewed when due and payable are delinquent and subject to a delinquency penalty of 10 percent for the month of October, plus an additional 5 percent penalty for each subsequent month of delinquency until paid.

I hereby declare that no alterations have been made to the physical space of the business since the issuance of the certificate of use, and that I have provided the City with a description of the alterations and the building permit number, as applicable.



City of Weston
 17200 Royal Palm Boulevard
 Weston, FL 33326
 (954) 385-2000

Agenda Item 10E Fiscal Year 2019

Renew online at: www.westonfl.org/renew
 or make check payable to: The City of Weston

Business Tax Invoice

American Design Engineering Construction Inc. dba
 Juan Espinal, Sr., CGC006592
 2853 Executive Park Drive, Ste 202
 Weston, FL 33331

Location Address

2853 Executive Park Drive, Ste 202

Issue Date: June 25, 2018
Due and Payable by: September 30, 2018
 Receipt Number: 2019 - 11558
 Amount Due: \$273.48
 Category: General Business

Description	Amount
General Business (all other Businesses)	\$273.48

Due and payable by September 30, 2018, pursuant to Florida State Statutes, Chapter 205. Receipts that are not renewed when due and payable are delinquent and subject to a delinquency penalty of 10 percent for the month of October, plus an additional 5 percent penalty for each subsequent month of delinquency until paid.

I hereby declare that no alterations have been made to the physical space of the business since the issuance of the Certificate of Use; and/or that alterations have been made to the physical space of the business since the issuance of the certificate of use, and that I have provided the City with a description of the alterations and the building permit number, as applicable.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Agenda Item 10E

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

LEONOR, MARIO F
AMERICAN DESIGN ENGINEERING CONSTRUCTION INC
2853 EXECUTIVE PARK DR SUITE 202-E
WESTON FL 33331

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC006592 ISSUED: 07/14/2016

CERTIFIED GENERAL CONTRACTOR
LEONOR, MARIO F
AMERICAN DESIGN ENGINEERING CONSTR

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2018 L1607140001064

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC006592	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



LEONOR, MARIO F
AMERICAN DESIGN ENGINEERING CONSTRUCTION INC
2853 EXECUTIVE PARK DR. SUITE 202
WESTON FL 33331



Agenda Item 10E

MARIO FERMIN

1888 NE 124th STREET, NORTH MIAMI, FL.

PH 786.488.0072

OVERVIEW:

Proven leadership with over 45 years of progress successful experience and hands-on proven ability needed in overseeing project front start to finish. Delivered quality projects within budget and schedule. Reliable team oriented good listener with strong work ethics.

My experience includes project administration, field supervision project schedule and labor.

QUALIFICATIONS:

- Certified General Contractor
- Direct management and supervision of general construction.
- Material equipment and suppliers' negotiations and coordination.
- Supervision, coordination and management of commercial, industrial and government jobs. Team player.

PROFESSIONAL EXPERIENCE:

- **ADEC CONSTRUCTION INC** **2007- PRESENT**
Director
- **ZUNGI BUILDERS, INC.** **1975 - 2006**
PRESIDENT

Agenda Item 10E

JUAN ESPINAL

2853 Executive Park Dr. Weston, Fl. 33331 PH 954.496.3513

OVERVIEW:

Civil Engineer in Dominican Republic Colombia, proven leadership with 35 years of progress successful experience and hands-on proven ability needed in overseeing project front start to finish. Delivered quality projects within budget and schedule. Reliable team oriented good listener with strong work ethics.

My experience includes project administration, field supervision project schedule and labor.

QUALIFICATIONS:

- Direct management and supervision of general construction.
- Material equipment and suppliers negotiations and coordination.
- Supervision, coordination and management of commercial, industrial and government jobs. Team player.

EDUCATION:

University of INTEC OF DOMINICAN REPUBLIC
Civil Engineer
AutoCAD
Project Management
Microsoft Windows

PROFESSIONAL EXPERIENCE:

- **ADEC CONSTRUCTION INC** 2007- PRESENT
President
- **BRC CONSTRUCTION** 2006 – 2007
Estimator
- **Metropolitan Construction** 2006 - 2006
Project Manager
- **Demolition & Build Restaurant Adrian Tropical** 2003 - 2004
Santo Domingo, Dominican Republic
Project Manager

Agenda Item 10E

JUAN ESPINAL

2853 Executive Park Dr. Weston, Fl. 33331 PH 954.496.3513

OVERVIEW:

Civil Engineer in Dominican Republic Colombia, proven leadership with 35 years of progress successful experience and hands-on proven ability needed in overseeing project front start to finish. Delivered quality projects within budget and schedule. Reliable team oriented good listener with strong work ethics.

My experience includes project administration, field supervision project schedule and labor.

QUALIFICATIONS:

- Direct management and supervision of general construction.
- Material equipment and suppliers negotiations and coordination.
- Supervision, coordination and management of commercial, industrial and government jobs. Team player.

EDUCATION:

University of INTEC OF DOMINICAN REPUBLIC

Civil Engineer

AutoCAD

Project Management

Microsoft Windows

PROFESSIONAL EXPERIENCE:

- **ADEC CONSTRUCTION INC** 2007- PRESENT
President
- **BRC CONSTRUCTION** 2006 – 2007
Estimator
- **Metropolitan Construction** 2006 - 2006
Project Manager
- **Demolition & Build Restaurant Adrian Tropical** 2003 - 2004
Santo Domingo, Dominican Republic
Project Manager

Agenda Item 10E

- **Demolition & Build Shell Andrews Building** 1989 - 1990
Bronx, New York
Project Manager
- **Slab Demolition & Build Con Edison Electrical Company** 1989 - 1989
Station of Bronx, New York
Project Manager
- **Highway Interstate 1 Dominican Republic** 1985 – 1986
Supervisor MOT
- **Public Works Ministry** 1982 - 1985
County Project Manager

Agenda Item 10E

COPY



Letter of Qualification and Experience of Team

August 7, 2018

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

Attn: Ms. Yvonne P. Hamilton CMC
Village Clerk

**RE: INVITATION TO BID (ITB) NO.: 2018-002
BUILDING DEMOLITION AND SITE CLEANUP SERVICES**

To whom it may concern

In accordance with the Invitation to Bid No. 2018-002 for building demolition and site cleanup services at The 1335 Kennedy Causeway Building, **CHIN DIESEL, INC. (CDI)** is pleased submit our proposal and subsequent qualifications pursuant to the Town of North Bay Village's request. **CHIN DIESEL, INC.** is a professional construction services firm, specializing in demolition that was established in 2001 that is dedicated to providing high quality professional service in a timely manner at competitive rates. We maintain a superior reputation in terms of Dependability, Quality and Professionalism and have been acknowledged as an up and coming demolition contractor in South Florida. If given the opportunity, we will work diligently to earn the City's trust and respect by delivering consistently professional and timely completion of the City's projects. **CDI** has the immediate staffing ability to provide all of the requested demolition services for this project and has been providing similar services to other municipalities for the past 8 years.

Chin Diesel, Inc is a certified CBE/SBE/CSBE and DBE minority small business enterprise. We are fully licensed and insured to provide services in the tri-county area. **Chin Diesel, Inc** maintains relationships with many construction and professional service firms to provide total customer care and job completion. Thanks to our excellent client base we have been steadily growing, expanding our operations, now having varied specialty equipment and more being built to accommodate south Florida's geology, these machines are self contained, easily transported and require minimal set up, adding to our advantage over other companies.

1820 NE 144th Street, North Miami, Florida 33181
Phone: (786) 229-3336 **Fax:** (305) 949-1328
E-Mail: Leon@chindiesel.com

Agenda Item 10E

Agenda Item 10E



Letter of Qualification and Experience of Team

Town of North Bay Village
BID NO. 2018-002

We have carefully reviewed the submittal requirements and **Chin Diesel, Inc.** can meet or exceed all of the minimum bidder requirements and qualifications necessary to perform the outlined scope of services.

We actively maintain a fleet of Six (6) dump trucks as well as various pieces of heavy equipment. We are currently providing demolition contract services to various municipalities that include Miami-Dade County, City of Pompano Beach and The City of Miami and to foundation contractors such as Ebsary Foundation Company and HJ Foundation Co. and to demolition contractors such as Saint Lucie Wrecking and Thunder Demolition for concrete disposal and auger cast spoils disposal removal and debris hauling. We provide contract aggregate, mason sand and screening deliveries for Crown Pavers, Charleville Development Corporation and Professional Builders of South Florida on an as needed will call basis.

Chin Diesel, Inc. has adequate resources and industry connections to provide prompt, timely, consistent service at reasonable and highly competitive prices. We maintain active affiliations with the disposal industries as well as with material testing laboratories to ensure a quality product that complies with project specifications.

CDI currently maintains all required insurance limits as outlined in the insurance checklist as provided in the ITB and maintains all required occupational and specialty licenses for our business.

Thank you for the opportunity to submit this bid package. Should you require further information or have any questions, please do not hesitate to contact me directly at (786) 229-3336 or via email: Leon@Chindiesel.com.

Yours truly,

A handwritten signature in blue ink, appearing to read 'L. C. Chin-You', is written over a horizontal line.

Leon C. Chin-You
President

1820 NE 144th Street, North Miami, Florida 33181
Phone: (786) 229-3336 **Fax:** (305) 949-1328
E-Mail: Leon@chindiesel.com

Agenda Item 10E



Letter of Qualification and Experience of Team

Chin Diesel, Inc. (CDI) is committed to providing prompt reliable services to the Town of North Bay Village. Our entire team is dedicated to learning the most efficient and innovation demolition techniques. We are earning an excellent reputation throughout South Florida's municipal governments for providing cost effective and highly responsive services. Our clients speak highly of the level of professionalism and knowledge our staff exhibits.

We are confident that we will meet the needs of the Town of North Bay Village and do not anticipate any constraints in providing a high level of services to the Town and meeting the assigned time constraints for this project. We will accommodate the Town's schedules and specific requirements and have established many long-standing relationships with many diversified clients who come back repeatedly to **Chin Diesel, Inc.** for the top quality demolition services that they have come to rely on.

Below is a brief list of municipalities that we have provided similar services for:

- Broward County .
- City of Miami Public Works
- City of North Miami Public Works
- City of Pompano Beach

- Miami-Dade County Public Works
- Miami-Dade County Parks & Recreation
- City of Hollywood

Representative Projects:

- Project Name:** Residence Demolition
Project Location: 29460 Idaho Road, Miami, Florida
Completion Date: August 2012
Project Cost: \$9,360.00

Client Information: Miami-Dade County Public Works Dept.
11805 SW 26th Street, Miami, Florida 33175
Contact Name: Abdol Jabar **Phone:** (786) 315-2777
Email: Ajabar@Miamiidade.gov

Bidder's Role: Prime Contractor
Work Performed: Demolition of single family residence (Unsafe Structure).

1820 NE 144th Street, North Miami, Florida 33181
Phone: (786) 229-3336 **Fax:** (305) 949-1328
E-Mail: Leon@chindiesel.com

Agenda Item 10E



Letter of Qualification and Experience of Team

- 2) **Project Name:** Wharf 1 Demolition
Project Location: Port of Miami: Wharf 1, Miami, Florida
Completion Date: March 2010
Project Cost: \$127,550.00
- Client Information:** Ebsary Foundation Company
2154 NW North River Drive, Miami, Florida 33125
- Contact Name:** Matt Shiring **Phone:** (305) 325-0530
Email: Matt@Ebsaryfoundationco.com
- Bidder's Role:** Sub-Contractor
Work Performed: Demolition of Marine Structures and Aprons.
- 3) **Project Name:** Terminals 2 & 4 Canopy Removal
Project Location: Fort Lauderdale/Holly International Airport: Terminals 2 & 4
Fort Lauderdale, Florida
Completion Date: November 2012
Project Cost: \$13,850.00
- Client Information:** Broward County Aviation Department
4101 Ravenswood Road, Suite 219 Fort Lauderdale, Florida 33312
- Contact Name:** Staci Montefusco **Phone:** (954) 359-6149
Email: Smontefusco@Broward.org
- Bidder's Role:** Prime Contractor
Work Performed: Demolition/Removal of Canvas Canopy

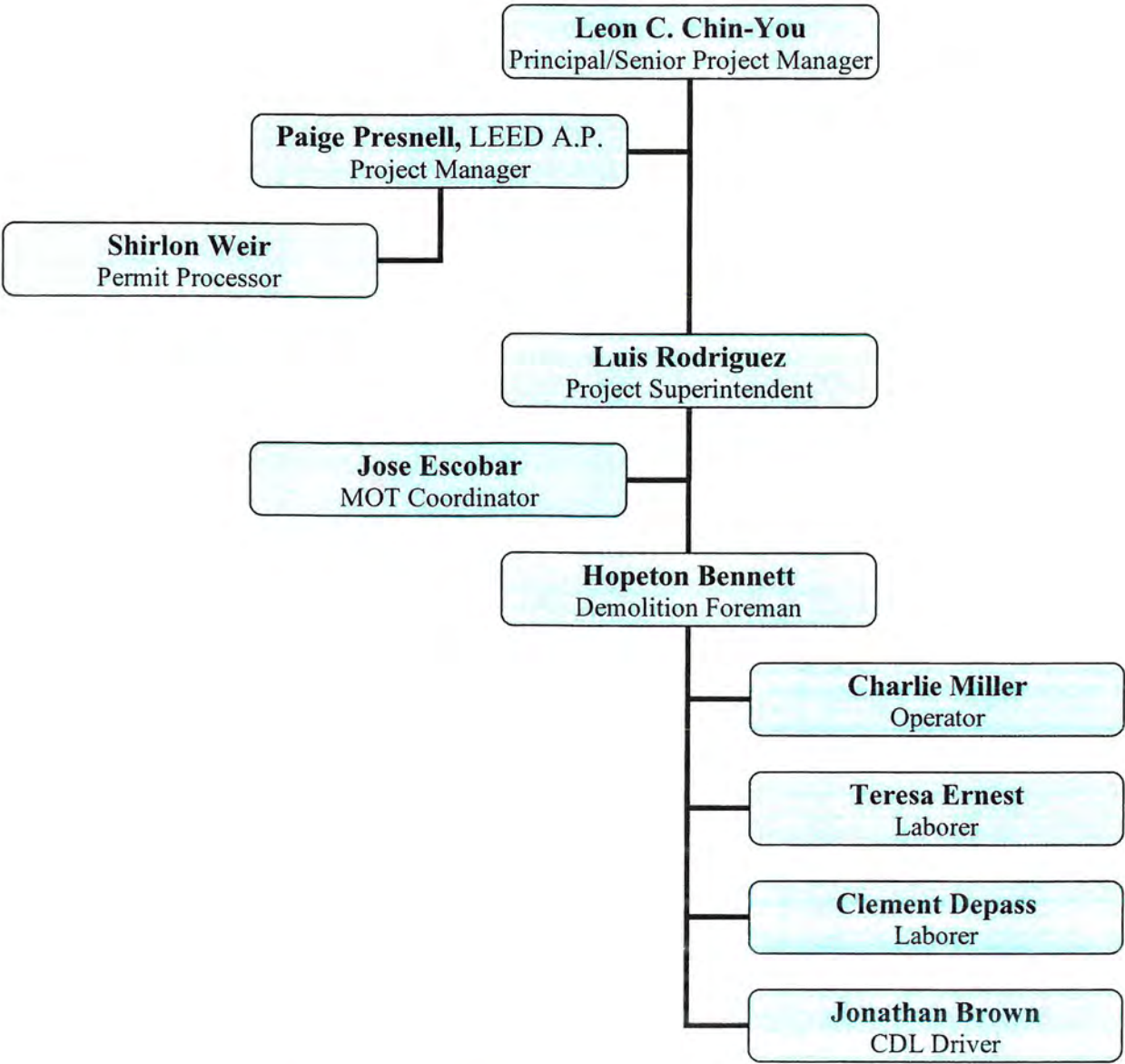
1820 NE 144th Street, North Miami, Florida 33181
Phone: (786) 229-3336 **Fax:** (305) 949-1328
E-Mail: Leon@chindiesel.com

Agenda Item 10E



Letter of Qualification and Experience of Team

ORGANIZATIONAL CHART:



1820 NE 144th Street, North Miami, Florida 33181
Phone: (786) 229-3336 Fax: (305) 949-1328
E-Mail: Leon@chindiesel.com

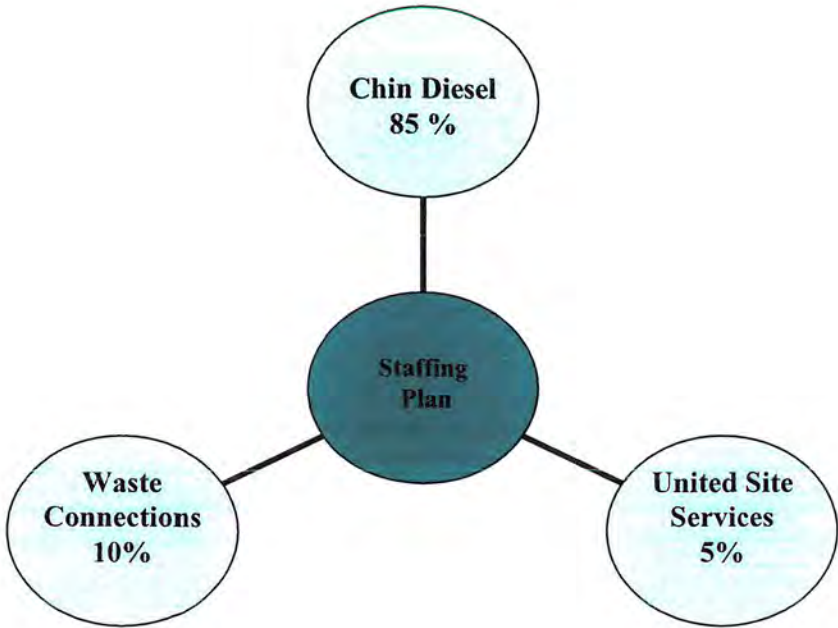
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Letter of Qualification and Experience of Team

Chin Diesel, Inc. has implemented a staffing plan that clearly illustrates a coordinated vision for completing the proposed job for The Town of North Bay Village. Our plan includes using the staff outlined above in the organizational chart of Chin Diesel personnel along with our two supplier subcontractors, Waste Connections and United Site Services to meet all anticipated staffing needs of this project.

Our current personnel availability is expected to be 100% available for your project upon notice to proceed. CDI caters its demolition services primarily to municipal clients and can offer the City of Miami Beach complete access to our proposed staff for the duration of this project.



1820 NE 144th Street, North Miami, Florida 33181
Phone: (786) 229-3336 Fax: (305) 949-1328
E-Mail: Leon@chindiesel.com

Agenda Item 10E



Approach

Our method of approach to demolition activities, pursuant to the Town of North Bay Village's request is presented below.

We understand that there are steps to be taken before permits are granted, and wish to fully comply with the terms and conditions set forth by your department. We plan to Use Excavators to demolish the structure and load out debris onto our triaxle dump trucks and Semi tractor trailers, on the site and inside the work area, so as not to disrupt traffic and keep businesses open. We plan to have MOT Supervision on site and an off duty police officer for safety at all times during construction. Our working Hours are 8am-4pm Monday-Friday.

Please let us know what forms need to be filled out, and I can be reached at any time 7 days a week to answer any questions or issues that may arise.

Schedule

Please see our attached critical path method for project completion.

1820 NE 144th Street, North Miami, Florida 33181
Phone: (786) 229-3336 **Fax:** (305) 949-1328
E-Mail: Leon@chindiesel.com

Critical Path Method

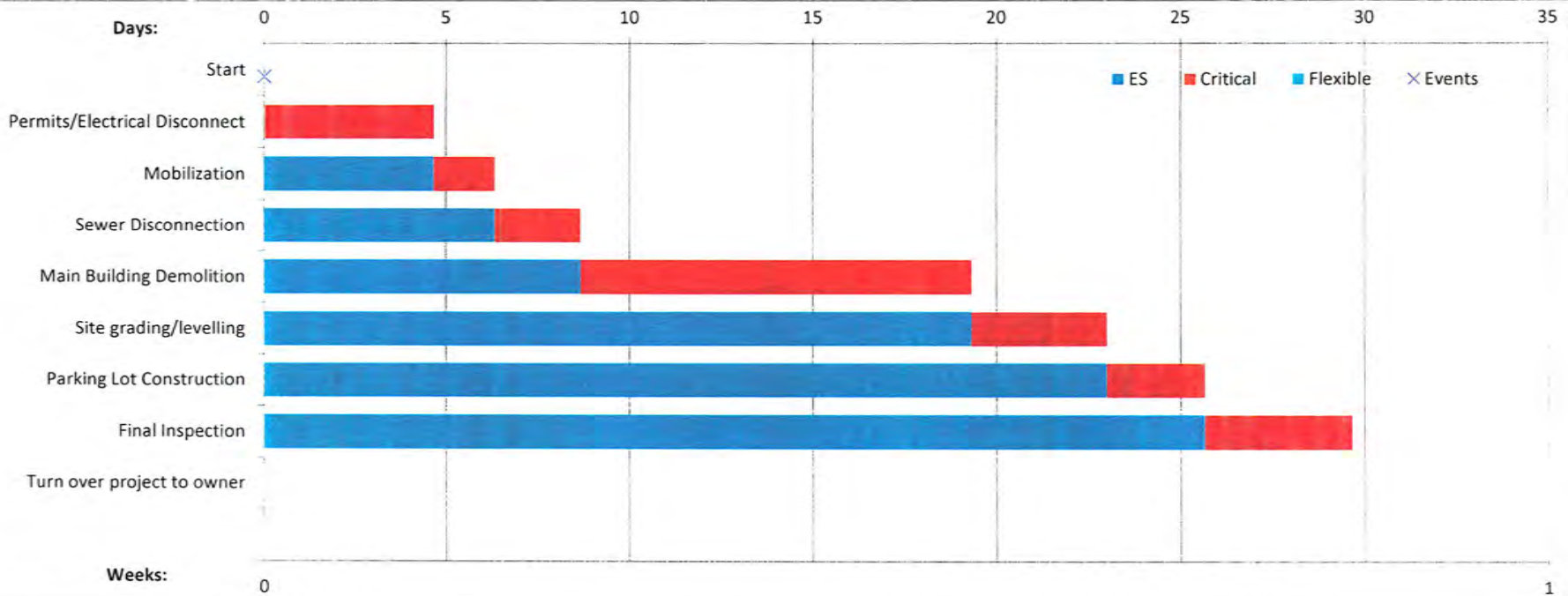
Start Date
7/1/2018
Finish Date
8/1/2018

Days to Completion
30.00



Times (in Days)
Time Distribution: Triangular

ID	Task Name	Predecessors (Enter one ID per cell)	O (min)	M (most likely)	P (max)	Duration (exp. time)	ES	EF	LS	LF	Slack
10	Start					0.00	0.00	0.00	0.00	0.00	0.00
20	Permits/Electrical Disconnect	10	1	3	10	4.67	0.00	4.67	0.00	0.00	0.00
30	Mobilization	20	1	2	2	1.67	4.67	6.33	0.00	0.00	0.00
40	Sewer Disconnection	30	1	3	3	2.33	6.33	8.67	0.00	0.00	0.00
50	Main Building Demolition	40	6	10	16	10.67	8.67	19.33	0.00	0.00	0.00
60	Site grading/levelling	50	2	4	5	3.67	19.33	23.00	0.00	0.00	0.00
70	Parking Lot Construction	60	1	2	5	2.67	23.00	25.67	0.00	0.00	0.00
80	Final Inspection	70	2	5	5	4.00	25.67	29.67	0.00	0.00	0.00
90	Turn over project to owner	80	1	2	2	1.67	29.67	31.33	0.00	0.00	0.00
						0.00	0.00	0.00	0.00	0.00	0.00



Agenda Item 10E



Safety Policy

The safety and well being of each employee, customer and an the public is **CHIN DIESEL, INC. (CDI)** number one priority and we are committed to providing a safe and healthful work environment. Our plan is intended to minimize losses, meet regulatory compliance requirements and implement site safety regulations established by **CDI** along with OSHA standards.

It is the intention of the company's top management to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees.

We our proud of our firm's excellent safety record with zero loss work days for the past 5 years.

The prevention of injury and illness is an objective affecting all levels of the organization and its activities. It is therefore, a basic requirement that each supervisor make the safety of employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow the established safety regulations and procedures.

CDI provides safety training to all employees. All of our demolition crew maintains current OSHA 10 hour certifications with our principal maintaining a 40 Hour HAWOPER supervisor certification in addition to the OSHA 30 Hour Rigging Certification.

Public safety is a first priority and the perimeter of the site will be fenced off with a green screen to ensure this. Noise, dust and trash pollution will be kept to a minimum by implementing dust control and maintaining good housekeeping on and around site.

1820 NE 144th Street, North Miami, Florida 33181
Phone: (786) 229-3336 **Fax:** (305) 949-1328
E-Mail: Leon@chindiesel.com

Agenda Item 10E

**NORTH BAY VILLAGE
INVITATION TO BID
BID NO. 2018-001
BUILDING DEMOLITION AND SITE CLEANUP SERVICES**

SECTION 4 – HOW TO SUBMIT PROPOSAL

It will be the sole responsibility of the Proposer to ensure that the Proposals reach North Bay Village, Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141, prior to the Bid opening date and time listed. Proposals submitted by email or facsimile will NOT be accepted.

The proposal package must contain a Bid Bond in the amount of 5% of the total amount bid for the job. If alternates are offered the 5% Bid Bond shall be on the highest total bid amount. The security will be in the form of cash, cashier's check, or bid bond made payable to North Bay Village and will be required to be submitted with the Proposal package in a separate marked envelope. All Bid Bonds will be returned after the contract with the successful proposer has been executed.

The Village will require, as a condition of award the successful proposer to provide a Payment /Performance Bond in the amount of the contract price for the entire project. This Bond will be in effect until after the Village has accepted the completed project and made the final payment.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract, if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by: _____ 8/7/2018
(Signature) (Date)
Name (printed) Leon Chin-You
Title: President
Company: _____ (Legal
Registration) Chin Diesel, Inc

VENDOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit

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<http://www.dos.state.fl.us/doc/>).

Address: 1820 NE 144th Street
City: North Miami State: Florida
Zip Code: 33181
Telephone No. 786-229-3336
FAX No. 305-949-1328
E-MAIL: Leon@chindiesel.com

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

(The rest of this page is intentionally left blank)

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BID BOND

Capitol Indemnity Corporation
115 Glastonbury Blvd., Glastonbury, CT 06033

KNOWN ALL BY THESE PRESENTS, That we, Chin Diesel, Inc.,
as Principal, and Capitol Indemnity Corporation, as Surety, are
held and firmly bound unto North Bay Village, Florida, as
Obligee, in the sum of Five Percent of Principals Bid Amount
Dollars (5% of Bid Amount) for the payment of which we bind ourselves, and our
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a
contract for Building Demolition and Site Cleanup Services
Bid No. NBV 2018-002 ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid,
and Principal enters into a contract with Obligee in conformance with the terms of the
bid and provides such bond or bonds as may be specified in the bidding or contract
documents, then this obligation shall be void; otherwise Principal and Surety will pay to
Obligee the difference between the amount of Principal's bid and the amount for which
Obligee shall in good faith contract with another person or entity to perform the work
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed
the penal sum of this bond.

Signed this 7th day of August, 2018.

Chin Diesel, Inc.

(Principal)

By: 

Capitol Indemnity Corporation

By: 

Rachel Price

, Attorney-in-Fact

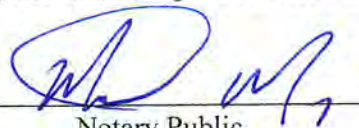
Agenda Item 10E

Firm Acknowledgment

State of Florida }
County of Miami-Dade } ss:

On this 9 day of August, 2018, before me personally came Leon Chin-you to me known and who being by me duly sworn, did depose and say that he is President of Chin Diesel, Inc. the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his/her name thereto by like order.

My commission expires 3-13-20


Notary Public

Surety Acknowledgment

State of New York }
County of Nassau } ss:



On this 7th day of August, 2018, before me personally came Rachel Price to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Capitol Indemnity Corporation the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires _____

JOSEPH L ZASO
Notary Public, State of New York
No. 01ZA6012980
Qualified in Nassau County
Commission Expires December 08, 2018


Notary Public

Agenda Item 10E

**CAPITOL INDEMNITY CORPORATION
BALANCE SHEET
December 31, 2017**

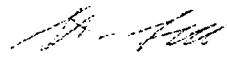
Admitted Assets

Cash and invested assets:	
Bonds	\$ 228,435,632
Common stocks	284,574,830
Cash, cash equivalents and short-term investments	29,134,430
Other invested assets	856,044
Total cash and invested assets	543,000,936
Investment income due and accrued	1,545,112
Uncollected premiums and agents' balances in course of collection	27,984,657
Deferred premiums, agents' balances and installments booked but deferred and not yet due	9,606,035
Amounts recoverable from reinsurers	2,794,984
Other amounts receivable under reinsurance contracts	23,193
Current federal and foreign income tax recoverable and interest thereon	3,830,871
Net deferred tax asset	2,330,236
Electronic data processing equipment and software	517,147
Receivables from parent, subsidiaries and affiliates	703,460
Other admitted assets	504,445
Total admitted assets	\$ 592,841,076

Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	\$ 158,044,414
Reinsurance payable on paid losses and loss adjustment expenses	11,471,755
Loss adjustment expenses	33,055,116
Commissions payable, contingent commissions and other similar charges	762,210
Other expenses (excluding taxes, licenses and fees)	7,293,471
Taxes, licenses and fees (excluding federal and foreign income taxes)	585,367
Unearned premiums	93,382,600
Ceded reinsurance premiums payable (net of ceding commissions)	(389,364)
Amounts withheld or retained by company for account of others	7,354,209
Payable to parent, subsidiaries and affiliates	12,235,315
Payable for securities	2,500,000
Other liabilities	1,278,335
Total liabilities	327,573,428
Surplus as regards policyholders:	
Common capital stock	4,201,416
Gross paid in and contributed surplus	103,923,753
Unassigned funds (surplus)	157,142,479
Surplus as regards policyholders	265,267,648
Total liabilities and capital and surplus	\$ 592,841,076

I, Stephen J. Sills, CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2017, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.



Stephen J. Sills
CEO & President



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CAPITOL INDEMNITY CORPORATION POWER OF ATTORNEY

60128498

KNOW ALL MEN BY THESE PRESENTS, that the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

JEFFREY W PRICE; MARY ANNA PRICE; RACHEL PRICE

to make and find Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

The Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 8th day of January, 2002.

RESOLVED that the President, Executive Vice President, Vice President, Secretary or Treasurer acting individually or otherwise, do and they hereby do grant the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent
Assistant Secretary




CAPITOL INDEMNITY CORPORATION

Stephen J. Sills
CEO & President

STATE OF WISCONSIN } SS
COUNTY OF DANE

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



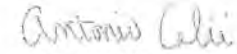

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } SS
COUNTY OF DANE

I, the undersigned, duly selected to the office stated herein, bear the instrument of CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate. DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been modified and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is true and they

executed and sealed in the City of Middleton, State of Wisconsin this 7th day of August 2018




Antonio Celi
General Counsel, Vice President & Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GRAY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450 (CIC POA Rev. 05/2017)

Agenda Item 10E

**INVITATION TO BID
BID NO. 2018-001
BUILDING DEMOLITION AND SITE CLEANUP SERVICES**

SECTION 11 – QUALIFICATION FORMS

The forms located in this section of the Bid package shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

(This space intentionally left blank)

FORM 1

29

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PROPOSAL PRICING SHEET

Provide a proposal containing a total price to perform the project and services as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

The price below represents the full cost to North Bay Village for \$81,700.00. Any additional price quotes shall be submitted on a separate page and marked as an alternate quote for additional services or products.

TOTAL BID AMOUNT	\$ 81,700.00
-------------------------	--------------

Taxpayer Identification Number:

65-1077166

BIDDER:

Chin Diesel, Inc

(Company Name)

(Signature of Authorized Representative)

Leon Chin-You President

(Printed Name and Title)

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FORM 2 PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):
Chin Diesel, Inc

Principal Business Address:

1820 NE 144th Street North Miami FL 33181

2. Principal Contact Person(s):

Leon Chin-You

Michael Major

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

Corporation

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
Leon Chin-You	9861 NW 3rd St Pembrock Pines, Fl 33024	President
Roger Wingerter	1820 NE 144th Street North Miami FL 33181	Stockholder

If a corporation, in what state incorporated: Florida

Date Incorporated: February 12 2001
Month Day Year

If a Joint Venture or Partnership, date of agreement: _____

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
1. ACR Enviromental	269 NE 166th St, North Miami Beach, Fl 33162	Asbestos Abatement
2.		

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6. Outline specific areas of responsibility for each firm listed in Question 5.

1.

ACR Enviromental Asbestos Remediation

2.

7. Licenses:

a. Miami Dade County Local Business Tax Receipt.

#7154081

(Attach Copy)

b. Receipt Classification:

Specialty

BLDG

Contractor

#11BS00435

c. Receipt Expiration Date:

9/30/2018

d. Federal I.D. No:

65-1077166

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003020

Local Business Tax Receipt Miami-Dade County, State of Florida -THIS IS NOT A BILL - DO NOT PAY-

LBT

6878939
BUSINESS NAME/LOCATION
CHIN DIESEL INC
1820 NE 144 ST
NORTH MIAMI FL 33181

RECEIPT NO.
RENEWAL
7154081

**EXPIRES
SEPTEMBER 30, 2018**

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
CHIN DIESEL INC

SEC. TYPE OF BUSINESS
196 SPECIALTY BUILDING CONTRACTOR
118S00435

PAYMENT RECEIVED
BY TAX COLLECTOR
\$45.00 09/01/2017
FPPU04-17-014872

Worker(s): 2

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



City of North Miami

776 N.E.125 Street • North Miami, FL 33161 • 305-893-6511

Business Tax/Certificate of Use Receipt

Issued Date: 10/1/2016
Expiration Date: 9/30/2017
Business Tax Receipt #: BT-003083

REMOVAL OF DEBRIS

CHIN DIESEL INC
9881 NW 3RD ST
PEMBROKE PINES, FL 33024

Business Name / Address:
CHIN DIESEL INC
1820 NE 144 ST
NORTH MIAMI, FL 33181



Michael A. Etienne, Esquire, City Clerk

NOTICE: BUSINESS TAX RECEIPT MUST BE TRANSFERRED WHEN BUSINESS IS MOVED OR SOLD.

NON-TRANSFERABLE • POST IN A CONSPICUOUS PLACE • DO NOT REMOVE

Agenda Item 10E



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC ID: (Essential) c/o Essential HR, Inc. dba First Star HR 4455 LBJ Freeway, Suite 1080 Dallas, TX 75244	CONTACT NAME: Jennifer Hauger PHONE (A/C, No, Ext): 972-404-0295 FAX (A/C, No): E-MAIL ADDRESS: jennifer.hauger@firststarhr.com														
INSURED Essential HR Inc., Essential HR II, Inc. dba FirstStar HR 4455 LBJ Freeway Suite 1080 Dallas TX 75244	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : SUNZ Insurance Company</td> <td style="text-align: center;">34762</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : SUNZ Insurance Company	34762	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : SUNZ Insurance Company	34762														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 40091365** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			WCPEO000018405	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: CHIN DIESEL, INC. 9861 NW 3RD ST
 Effective date: 10/1/2013

<h3 style="margin: 0;">FOR INFORMATION ONLY</h3>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Glen J Distefano
--	--

Agenda Item 10E



CHIND-1 OP ID: MSAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M&L Insurance Agency, Inc. 2855 N. University Dr. Ste. 110 Coral Springs, FL 33065 David Vaandering		CONTACT NAME: Marlon Sam PHONE (A/C, No. Ext): 877-304-2323 FAX (A/C, No): 954-840-0320 E-MAIL ADDRESS: Marlon@mlinsurance.net	
INSURED CHIN DIESEL INC. 9861 NW 3RD ST PEMBROKE PINES, FL 33024		INSURER(S) AFFORDING COVERAGE INSURER A: Vantapro Specialty Ins Co INSURER B: SCOTTSDALE INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 41297	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS2707290	07/13/2018	07/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5087-0020-00	06/16/2018	06/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000 EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS ADDITIONAL INSURED PER BLANKET ENDORSEMENT IF REQUIRED BY CONTRACT

CERTIFICATE HOLDER

CANCELLATION

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
David Vaandering

Agenda Item 10E



Personnel

Please see our attached resumes in lieu of Form Number 3

1820 NE 144th Street, North Miami, Florida 33181
Phone: (786) 229-3336 **Fax:** (305) 949-1328
E-Mail: Leon@chindiesel.com

Agenda Item 10E



LEON C. CHIN-YOU, B. N.
President

EDUCATION

1984-1989	Titchfield High School Port Antonio, Jamaica Merit: Diploma
1989-1992	University of Technology (Formerly C.A.S.T.) Kingston, Jamaica Major: Quantity Surveying and Construction Technology Merit: Diploma

EXPERIENCE

Over Nineteen years' experience in construction including preparation of working blueprint drawings, full quantity take-offs and estimates of material and trade processes of residential and commercial buildings from subsurface to superstructure. Field work included geotechnical drilling including monitoring well installation, percolation tests, hollow stem auger and wire line borings, rock coring and mud rotary borings, on-site inspection, checks for conformity with engineers' specifications, Auger cast, driven (precast) sheet, pin and helical pile inspections, Threshold Welding and Special inspections, erection and inspection of structural steelwork including fabrication, post tensioning and reinforcing steel inspections, checking of levels for surveyors' approval, concrete strength and soil compaction testing, civil and structural construction engineering inspections of bridges, roadways, residential and commercial building structures, from substructure to superstructure, and basic knowledge of environmental remediation system installation, design, and inspection. Provides full management and coordination of expanding demolition and construction services firm.

Employment History

Feb. 2001 – Present **Chin Diesel, Inc., North Miami, Florida**

Position: President

Duties: Perform day to day operation of CSBE demolition company which includes bidding and cost engineering, demolition, debris removal, trucking/hauling/disaster clean-up/debris removal/site clearing/backfilling and compaction and aggregate sales. Duties include sales, field coordination and dispatch, proposals, billing, administrative tasks, and meetings. Conduct fleet maintenance and repairs, including roadside emergency repairs of fleet vehicles and heavy equipment to guarantee timely delivery and performance.

Nov. 1995 - Present **Wingerter Laboratories, Inc., North Miami, Florida**

Position: Vice President

Duties: Administration of Civil, structural and geotechnical engineering inspections and engineering services for residential, commercial and municipal projects including, special, threshold and construction materials engineering inspections, pile driving and Auger cast pile installation, controlled fill and earthwork operations, ground improvement, and monitoring load tests. Projects include low and high rise buildings, parking structures, bridge and highway structures as well as industrial facilities, marinas, residential developments, and municipal utilities. Directly responsible for client contact, preparation of proposals, budget control and coordination of projects with architects, structural and project engineers, and construction contractors. Responsibilities also include supervising field personnel conducting structural inspections, pile installation inspections, roof inspections and testing, construction quality control inspections, coordinating work of field and office personnel, preparing reports, meeting deadlines, scheduling and prioritizing field and laboratory projects, maintenance of drilling equipment, and ordering of supplies. Serves as supervisor of drilling crews performing contract drilling including monitoring well installation, percolation tests, hollow stem auger and wire line borings Geotechnical and environmental drilling operations and performs various laboratory tests of different construction materials and structural components to

1820 NE 144th St, North Miami Fl 33181
Phone: (786) 229-3336 Fax: (305) 949-1328
E-Mail: Leon@Chindiesel.com

Agenda Item 10E



confirm strength parameters.

Feb. 1995 – Oct. 1995

Miami N. D. T., Inc., Opa Locka, Florida

Position: Project Engineer

Duties: Engineering duties ranging from construction materials testing, inspections and engineering services ranging from concrete, soil aggregate and asphalt testing, welding inspections, civil, structural and environmental engineering duties, construction engineering inspections and varied aspects of project management.

Oct. 1992 - Feb. 1995

L & A Contracting Company, Miami, Florida

Position: Ironworker Foreman

Duties: Reinforcing steel and structure layout from substructure to superstructure, including layout of deck spans, foundations, pile caps, columns and related structures, approaches and bridge decks according to engineering specifications for inspection by FDOT engineers, supervision of work crew and preparation of daily and weekly reports for subcontractor payments.

1988 – 1992

The Architects, Portland, Jamaica

Position: Draftsman/Quantity Surveyor

Duties: Preparation of working blueprint drawings, preparation of bills of quantities; on-site inspection of work in progress and preparation of certificates for payment to sub-contractor trades.

CURRENT AFFILIATIONS/CERTIFICATIONS

- Jamaica Institute of Quantity Surveyors (J.I.Q.S.) - Member
- American Concrete Institute (A.C.I.)- Concrete Field Testing Technician (Grade 1)
- American Concrete Institute (A.C.I.)- Concrete Transportation Construction Inspector
- American Welding Society (A.W.S.) - Member
- O. S. H. A. Certified Hazmat Supervisor
- Parsons Brinkerhoff Certified F.E.M.A. Disaster Assessment Inspector
- Troxler Electronic Laboratories - Nuclear Density Gauge Operation
- Troxler Electronic Laboratories - Radiation Safety Officer
- American Society of Civil Engineers (A.S.C.E.) - Affiliate Member
- Southern Building Code Congress International (SBCCI) Professional Member
- State of Florida Department of Professional Regulation – Building Inspector # BN 00003292
- FDOT- Prestressed Concrete Training Course
- Post -Tensioning Institute (PTI) Certified Post Tensioning Inspector
- Commercial Driver License – Class “A”
- State of Florida water well Contractor License No. 11323
- Miami Dade and Broward County Certified Demolition Contractor

1820 NE 144th St, North Miami Fl 33181

Phone: (786) 229-3336

Fax: (305) 949-1328

E-Mail: Leon@Chindiesel.com

Agenda Item 10E



LUIS RODRIGUEZ, JR.
Superintendent

EXPERIENCE

CHIN DIESEL, INC.

Technical Operations Manager , July 2009 - Present

Responsible for vehicular and equipment maintenance, ordering supplies, scheduling personnel, and performing major demolition site preparation. Minor mechanical repairs and MOT oversight are part of daily duties. Reports directly to the Senior Project manager. He is also responsible for the hiring of technical personnel.

WINGERTER LABORATORIES, INC.

Operations Manager , July 1999 -President

In charge of the daily technical operations of all field and laboratory activities. Responsibilities include oversight of Concrete, Soils, Asphalt and Geotechnical Departments and their managers. He also serves as the companies Radiation Safety Officer (RSO) and IT Technician. He is also responsible for the hiring of technical personnel.

He is in charge of the daily field and laboratory activities of all technicians and supervises the performance of all laboratory tests. He also serves as the companies Radiation Safety Officer (RSO) and IT Technician. He is also responsible for all Seismograph Monitoring Jobs and various specialty engineering work.

Engineer's Assistant, June 2001 - April 2003

His responsibilities include assisting the Chief Engineer and the Geotechnical Engineer by performing tests in the areas of concrete testing, inspections. He also conducts utility clearances and soil boring layouts.

Engineering Technician, April 1999 - June 2001

His responsibilities include performing tests in the areas of Precast and Prestressed concrete, soil testing, co-efficient of friction testing on ceramic tiles, static load testing and the preparation of reports.

EDUCATION & CERTIFICATION

BROWARD COUNTY COMMUNITY COLLEGE

Blue Print Reading & Construction Estimating

NORTH MIAMI BEACH SENIOR HIGH SCHOOL

North Miami Beach, FL, Diploma

MIA AIRPORT SECURITY TRAINING (S.I.D.A.)

WINGERTER LABORATORIES, INC.

Certified Forklift Operator & Instructor

Additional Project Information and References are available upon request

1820 NE 144th St, North Miami Fl 33181
Phone: (786) 229-3336 Fax: (305) 949-1328
E-Mail: Leon@Chindiesel.com

Agenda Item 10E



LUIS RODRIGUEZ, JR.
Superintendent

EXPERIENCE

CHIN DIESEL, INC.

Technical Operations Manager , July 2009 - Present

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EDUCATION & CERTIFICATION

BROWARD COUNTY COMMUNITY COLLEGE

Blue Print Reading & Construction Estimating

NORTH MIAMI BEACH SENIOR HIGH SCHOOL

North Miami Beach, FL, Diploma

MIA AIRPORT SECURITY TRAINING (S.I.D.A.)

WINGERTER LABORATORIES, INC.

Certified Forklift Operator & Instructor

Additional Project Information and References are available upon request

1820 NE 144th St, North Miami Fl 33181

Phone: (786) 229-3336

Fax: (305) 949-1328

E-Mail: Leon@Chindiesel.com

Agenda Item 10E



PAIGE PRESNELL.
Project Manager

EXPERIENCE

CHIN DIESEL, INC.

Project Manager , August 2007 - Present

Responsible for assisting in hard bids, subcontractor procurement, and permit processing. Assists superintendent about ordering supplies, scheduling personnel, and performing major demolition site preparation. Final monthly profit and loss runs for the business and assists in the hiring of technical personnel.

WEST CITY PARTNERS, WESTON, FLORIDA.

Senior Partner , July 1999 - July 2007

Senior Partner in development company building managing and owning various commercial properties in Broward and Palm Beach County. Responsibilities include acquisitions, sales, property management and subcontracting of trades.

EDUCATION & CERTIFICATION

STATE OF FLORIDA GENERAL CONTRACTOR # CGC 060922

LEED AP CERTIFIED B,D & C

Additional Project Information and References are available upon request

1820 NE 144th St, North Miami Fl 33181

Phone: (786) 229-3336 **Fax:** (305) 949-1328

E-Mail: Leon@Chindiesel.com

Agenda Item 10E



References

Please see our attached resumes in lieu of Form Number 4

1820 NE 144th Street, North Miami, Florida 33181
Phone: (786) 229-3336 **Fax:** (305) 949-1328
E-Mail: Leon@chindiesel.com

Agenda Item 10E



References

Denis Zambrana
Miami-Dade County RER Lien Collection Representative
Building Code Support Division
Herbert Saffir Permitting & Inspection Center
11805 S.W. 26 St, Room 230
Miami, Florida 33175-2474
Office: 786-315-2777
Fax: 786-315-2547

Donald Cris Fardelmann
Building Official/Chief Structural Inspector
5399 N. Dixie Hwy.
Oakland Park, Fl. 33334
donaldf@oaklandparkfl.gov
954.630.4341

Rene I. Díaz
Chief of Unsafe Structures
City of Miami Unsafe Structures Section
444 SW 2nd Avenue 4th Floor
Miami, Florida 33130
Telephone: 305-416-1107
Cell phone: 786-251-7181
rediaz@miamigov.com

1820 NE 144th Street, North Miami, Florida 33181
Phone: (786) 229-3336 Fax: (305) 949-1328
E-Mail: Leon@chindiesel.com

Agenda Item 10E

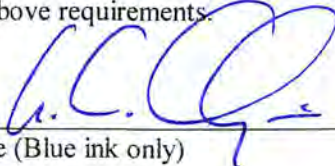
FORM 5 DRUG-FREE WORKPLACE

The undersigned vendor/contractor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Chin Diesel, Inc does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Agenda Item 10E

7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Signature (Blue ink only)
Leon Chin-You

Print Name
President

Title
8/7/2018

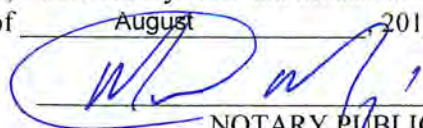
Date

Witness my hand and official notary seal/stamp at August 7, 2018 the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)


BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Leon Chin-You as President, of Chin Diesel, Inc, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of Chin Diesel, Inc for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 7 day of August 2018.



NOTARY PUBLIC

My Commission Expires:

 MICHAELA MAJOR
MY COMMISSION # GG 052215
EXPIRES: March 13, 2021
Bonded Thru Budget Notary Services

Agenda Item 10E

FORM 7 INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Leon Chin-You of Chin Diesel, Inc, the Proposer that has submitted the attached Proposal;

2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.
(b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.) **Not Applicable**

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this Bid package.



Signature (Blue ink only)

Leon Chin-You

Print Name

President

Title

8/7/2018

Date

[Acknowledgment on following page.]


Agenda Item 10E

Witness my hand and official notary seal/stamp at August 7, 2018 the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Leon Chin-You as President, of Chin Diesel, Inc, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of Chin Diesel, Inc for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 7 day of August, 2018.



NOTARY PUBLIC

My Commission Expires:



Agenda Item 10E

FORM 8 CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Leon Chin-You of Chin Diesel, Inc, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.



Signature (Blue ink only)

Leon Chin-You

Print Name

President

Title

8/7/2018

Date


Witness my hand and official notary seal/stamp at August 7, 2018 the day
and year written above

Agenda Item 10E

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

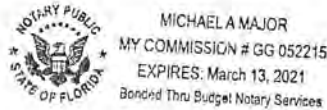
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Leon Chin-You as President, of Chin Diesel, Inc, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of Chin Diesel, Inc for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 7 day of August, 2018.



NOTARY PUBLIC

My Commission Expires:



Agenda Item 10E

**FORM 9
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the NORTH BAY VILLAGE by:

Leon Chin-You President
[print individual’s name and title]

for Chin Diesel, Inc
[print name of entity submitting sworn statement]

whose business address is 1820 NE 144th Street North Miami FL 33181

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-1077166
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

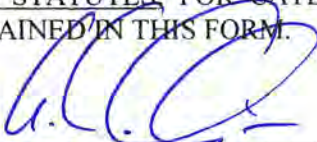
- 2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

- 3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

Agenda Item 10E

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



Signature (Blue ink only)

STATE OF FLORIDA)


)

COUNTY OF MIAMI-DADE)

On this the 7 day of August, 20 18, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) Leon Chin-You and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Agenda Item 10E

WITNESS my hand and official seal.



Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:

Michael A Major
(Name of Notary Public: print, stamp or type as commissioned.)



MICHAEL A MAJOR
MY COMMISSION # GG 052215
EXPIRES: March 13, 2021
Bonds for Public Notary Services

- Personally known to me, or
- Personal identification:

(Type of Identification Produced)
- Did take an oath, or
- Did Not take an oath

Agenda Item 10E

NOTICE TO PROCEED

TO: Chin Diesel, Inc
Contractor
1820 NE 144th Street
Street Address
North Miami Fl 33181
City

ATTN: Leon Chin-You
Name and Title

PROJECT: NORTH BAY VILLAGE
INVITATION TO BID FOR
BUILDING DEMOLITION AND CLEANUP SERVICES
BID NO. NBV 2018-001

Gentlemen:

One executed copy of your contract for the above project has been forwarded to you. The Commencement date is _____, 20___. Completion date shall be _____, 20__.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

Sincerely yours,

Marlen D. Martell, MPA, CFM
Village Manager

Agenda Item 10E

FORM 6 ACKNOWLEDGMENT OF ADDENDA

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this Bid. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
<i>None</i>	<i>N/A</i>	<i>LEON CHANYON</i>	<i>Pres.</i>	<i>[Signature]</i>

Agenda Item 10E

North Bay Village, Florida



REQUEST FOR PROPOSALS FOR VILLAGE LANDSCAPING MAINTENANCE SERVICES

RFP NO. NBV RFP 2016-004



SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141
ON OR BEFORE SEPTEMBER 9, 2016, 3:00 P.M.
North Bay Village, Florida

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SECTION 1 – REQUEST FOR PROPOSALS NOTICE

NORTH BAY VILLAGE REQUEST FOR PROPOSALS VILLAGE LANDSCAPING MAINTENANCE SERVICES

RFP NO. NBV 2016-004

Public Notice is hereby given that North Bay Village, Florida is requesting proposals from experienced and qualified vendors to provide landscaping maintenance services for the Village.

Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before September 9, 2016, no later than 3:00 p.m. local time, at which time they will be publicly opened. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

Respondents must submit an original unbound package, six (6) additional bound copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

Copies of this Proposal Document may be obtained at DemandStar by Onvia at www.demandstar.com, at the Village Administrative Offices, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m., Monday through Friday, or by emailing yvonne.hamilton@nbvillage.com.

The Village reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the bid including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The Village further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time or take any other such actions that may be deemed in the best interest of the Village, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

Pursuant to Section 38.18 of the Village Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village's staff and elected officials pertaining to this RFP are prohibited.

Yvonne P. Hamilton, CMC, Village Clerk

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BID/PROPOSAL SIGNATURE PAGE

How to submit Proposal:

It will be the sole responsibility of the Proposer to ensure that the Proposals reach North Bay Village, Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141, prior to the RFP opening date and time listed. Proposals submitted by email or facsimile will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract, if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by: _____
Name _____ (Signature) _____ (Date)
Title: _____ (printed)
Company: _____ (Legal
Registration) _____

VENDOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address: _____
City: _____ State: _____
Zip Code: _____
Telephone No. _____
FAX No. _____
E-MAIL: _____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

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MEMORANDUM FOR THE BOARD OF SUPERVISORS

DATE: 11/11/11

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The following information is provided for your information. The information is not intended to be a substitute for your own independent analysis and judgment. The information is provided for your information only and should not be used as a basis for any action.

11/11/11

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SECTION 2 - INTRODUCTION/INFORMATION

2.1. Purpose

North Bay Village is requesting proposals from qualified vendors to provide our Village with landscaping maintenance services. These services will include landscaping maintenance of all Village properties and parks / public lands and public right of ways in North Bay Village.

2.2. Information or Clarification

Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

2.3. Eligibility:

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Technical Specifications/Scope of Services section of this RFP, to at least one agency similar in size and complexity of North Bay Village.

2.4. Schedule of Events

Below is the current schedule of the events that will take place in the procurement process. The Village reserves the right to make changes or alterations to the schedule as the Village determines is in the best interests of the public. Bidders will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the Village, the dates indicated below for submission of items or for other actions on the part of a Bidder shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Bidder to be disqualified.

Date	Event
August 18 th , 2016	Advertisement
August 18 th , 2016	Documents Available for Public Inspection and digital copies
August 30 th , 2016	10:00 AM, pre-bid meeting at: 1666 Kennedy Causeway, Commission Chambers 1st Floor, North Bay Village, Florida 33141.
September 2 nd , 2016	Last day opportunity for questions, to be submitted by email only. yvonne.hamilton@nbvillage.com , no later than 3:00 PM local time.
September 9 th , 2016	Bid Documents Submittal due in to Village Clerk Office, no later than 3:00 PM local time.
September 16 th , 2016	Technical Review Committee Meeting
September 23 rd , 2016	Award Recommendation to Village Clerk and Village Manager
October 11 th , 2016	Commission Public Meeting to review and confirm Award Recommendation 7:30 pm local time

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SECTION 3 – GENERAL CONDITIONS

3.1. RFP Documents

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in this RFP. Proposals not submitted on the prescribed Proposal forms may be rejected. By submitting a Proposal, the Proposer agrees to be subjected to all terms and conditions specified herein. Submittal of a response to this RFP constitutes a binding offer by the Proposer.

3.2. Taxes

The Proposer shall not be entitled to the Village's tax exempt benefits.

3.3. Interpretations and Inquiries

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the Village or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, via email or fax, and received by the Village no later than 3:00 PM, local time, on September 2nd, 2016. Responses will be provided by September 9, 2016 by 3:00 p.m. Written inquiries shall be sent with the subject line "**Village Landscaping Maintenance Services**", RFP No. NBV 2016-004 to:

Yvonne P. Hamilton, Village Clerk
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141
Fax: (305) 756-7722
Email: yvonne.hamilton@nbvillage.com

The Village will not respond to oral inquiries.

Submission of a Proposal shall serve as prima facie evidence that the Proposer has examined the Contract and is fully aware of all conditions affecting the provision of Services

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents shall be made in the form of a written addendum to the RFP document and shall be furnished by the Village to all Proposers. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the Village may be relied upon.

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3.4. Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the Village, either before or after submittal of the Proposal, shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Village or the Proposer.

3.5. No Contingent Fees

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

3.6. Independence

On the form provided in Section 11 of this RFP, the Proposer shall list, and describe any relationships – professional, financial or otherwise – that it may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer shall give the Village written notice of any other relationships – professional, financial or otherwise – that it enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

3.7. No Collusion

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved.

3.8. Assignment; Non-transferability of Proposal

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of a Contract, is subject to having its Proposal disqualified as a result of such transaction. The Village Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to the Village. Failure to do so may result in the Proposal being disqualified, at the Village Manager's sole discretion.

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3.9. Legal Requirements

Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the Services being offered in this RFP. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

3.10. Familiarity with Laws and Ordinances

The submission of a Proposal on the Services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he or she shall report it to the Village Clerk in writing.

3.11. Advertising

In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any Advertising or Proposer sponsored publicity without the express written approval of the Village Manager or designee.

3.12. Award of Contract

Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the Village, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation.

3.13. Term and Execution of Contract

The term of the contract with the proposer shall be for a total of three (3) years with the option to renew for an additional two (2) years. The Village has the right to cancel the contract at any time without any penalty if the Village is dissatisfied with the service the vendor is providing or if funding for the vendor's services is not approved by the Village Commission. The terms, conditions and provisions in this RFP shall be included and incorporated in the final Contract between the Village and the successful Proposer(s). Following ranking of the most qualified Proposers and selection by the Village Commission, the successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Contract, deliver to the Village a fully executed Contract with any background documents and all requested certificates of insurance.

The final Contract shall be subject to the approval of the Village Manager in his or her sole discretion, and approved as to form and legality by the Village Attorney. The order of precedence will be the Contract, the RFP Documents, the Proposer's response and general law.

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Any and all legal action necessary to interpret or enforce the Contract will be governed by the laws of Florida. Venue shall be proper exclusively in Miami-Dade County, Florida.

3.14. Facilities

The Village Manager or designee reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

3.15. Withdrawal or Revision of Proposal Prior to and After Opening

A Proposer may withdraw its Proposal at any time before the proposals are opened. No Proposer may withdraw its Proposal within one hundred twenty (120) calendar days after the Proposal opening date.

3.16. Village's Exclusive Rights

The Village Manager reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all Proposals in part or in whole;
3. Request additional information as appropriate; or
4. Reject any or all submittals if found to be in the best interest of the Village.

By submitting a Proposal for the Services, all Proposers acknowledge and agree that no enforceable Contract arises until the Village Commission approves a Contract with the selected Proposer.

3.17. Addenda

The Village reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such addenda on the form provided Section 11 of this RFP. In the event any Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged, and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the Village.

3.18. Review of the RFP Documents

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By the submission of a Proposal to perform the Services, the Proposer certifies that a careful review of the RFP documents has taken place and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

3.19. Adjustment/Changes/Deviations

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

3.20. Public Records

Upon award recommendation or thirty (30) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

3.21. Subcontracting

No subcontracting shall be permitted, except with the prior approval of the Village Manager, which shall be at his or her sole and absolute discretion. A list of all such subVendors shall be included in the Proposal. If additional subVendors are to be used during the term of the Contract, other than those submitted in the Proposal, a list of such subVendors shall be provided to the Village Manager, subject to his or her approval.

3.22. Public Entities Crime

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a Proposal on an Contract to provide any goods or services to the Village and may not transact business with the Village in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the Services set forth in this RFP.

3.23. Non-Collusion Affidavit

The Proposer shall include the Non-Collusion Affidavit as set forth in the form provided in this RFP and as described in this RFP. Proposer’s failure to include the affidavit may result in disqualification.

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SECTION 4 - SPECIAL CONDITIONS

4.1. General Conditions

RFP General Conditions are included and made a part of this RFP.

4.2. Variances

While the Village allows Vendors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

4.3. RFP Documents

The Vendor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Vendor from liability and obligations under the Contract.

4.4. Proposers' Costs

The Village shall not be liable for any costs incurred by proposers in responding to this RFP.

4.5. Contract Period & Warranty

The resulting contract will be effective upon execution. The contract for purchases and services should include initial warranty of all provided services and products and a minimum of a two (2) year warranty of the installed materials.

4.6. Invoices/Payment Application

Payments will be made based upon work completed. Payment shall be made by the 15th of the month following receipt of the Vendor's invoice or payment application for the services provided.

4.7. Deletion Or Modification Of Services

The Village reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the Village, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Vendor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Vendor and the Village agree on modifications or revisions to the task elements, after the

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Village has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Vendor will submit a revised budget to the Village for approval prior to proceeding with the work.

4.8. Additional Items

The Village may require additional items of a similar nature, but not specifically listed in the contract. The Vendor agrees to provide such items, and shall provide the Village prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items from other vendors or to cancel the contract upon giving the Vendor thirty (30) days written notice.

4.9. Independent Vendor

The Vendor is an independent Vendor under this Contract. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Vendor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Vendor.

4.10. Uncontrollable Circumstances ("Force Majeure")

The Village and Vendor will be excused from the performance of their respective obligations under this contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- a. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in

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excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the Vendor will not constitute Force Majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this Section.

4.11. Insurance

The Vendor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 for each accident. The Village is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the Village as "additional insured" will be at the Vendor's expense.

a. Workers Compensation: Notwithstanding FS 440.055, any firm performing work on behalf of North Bay Village must provide Workers' Compensation Insurance for the benefit of its employees.

Exceptions and exemptions can only be made if they are in accordance with Florida Statute.

b. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) general aggregate limit. Such certificate shall list the Village as an additional insured.

NOTE: If Comprehensive General Liability limits are less than one million dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than one million dollars (\$1,000,000.00).

c. Automobile Liability must equal no less than one million dollars (\$1,000,000.00) each occurrence. The Vendor shall provide to the Village original certificates of such coverage prior to engaging in any activities under this contract. Certificates shall have no less than thirty (30) days' notice of cancellation. No work can be started until the certificate is submitted and approved by the Village Manager.

In the event that you are the successful proposer, you will be required to provide a certificate naming the Village as an "additional insured" for both General Liability and Automobile coverages.

Additionally insured should be stated as follows:

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

4.12. Lobbying Activities

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to

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this solicitation must comply, if applicable, with North Bay Village Ordinances, Lobbying Activities. Copies of Ordinances may be obtained from the Village Clerk's Office. The ordinance may also be viewed on the Village's website or at www.municode.com.

4.13. Contract Administrator

The Village may designate a Contract Administrator whose principal duties shall be Liaison with Vendor to coordinate and approve all work under the contract.

Resolve any disputes. Assure consistency and quality of Vendor's performance.

Schedule and conduct Vendor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

4.14. Vendor Performance Reviews And Ratings

The Village Contract Administrator may develop a Vendor performance evaluation report at the discretion of the Village Manager. This report shall be used to periodically review and rate the Vendor's performance under the contract with performance rating as follows:

- Excellent - far exceeds requirements.
- Good - Exceeds requirements
- Fair - Just meets requirements.
- Poor - does not meet all requirements and Vendor is subject to penalty provisions under the contract.
- Noncompliance – does not comply with requirements or continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Vendor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Vendor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Vendor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

4.15. Bid Tabulations/Intent To Award

Notice of Intent to Award Contract/Bid, resulting from the Village's Formal solicitation process, requiring Village Commission action is available at Village Hall. Tabulations of receipt of those parties responding to a formal solicitation may be found at Village Hall or any interested party may call the Village Clerk at (305) 756-7171.

4.16. Public Safety and Convenience

The contractor shall, at all times, conduct the work in such manner as to ensure the least practicable

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obstruction to the public and the residents along and adjacent to the area of work. The contractor must adhere to all Village codes. Access to fire hydrants, for Village-related work shall be provided at all times. Work conducted within the State of Florida Department of Transportation (F.D.O.T.) right- of-way on John F. Kennedy Causeway (79th Street, State Road 934) shall be performed in accordance with the F.D.O.T. safety guidelines.

The contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor must have the capability to communicate via two-way radio and/or cellular phone with the designated Village representative.

The contractor will take all necessary precautions for the safety of, and will provide the necessary protection, to prevent damage, injury, or loss to:

1. All employees on the work site and other persons, who may be affected thereby,
2. All the work and materials or equipment to be incorporated therein, whether in storage on or off the site, and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities, in the course of work.

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SECTION 5 – Technical Specifications/Scope of Service

5.1 Scope and Purpose

North Bay Village is requesting proposals from qualified vendors to provide temporary day labor services to the Village.

North Bay Village is a Village Manager/Commission form of government. It serves an area of approximately 1.5 square miles with a population of approximately 7,500. North Bay Village is a three-island community (interconnected by Kennedy Causeway) in Biscayne Bay and situated in northeast Miami Dade County, between the cities of Miami and Miami Beach. The Village's fiscal year begins October 1 and ends September 30th. North Bay Village provides the following services to its residents:

- Law Enforcement including Dispatch Services
- Construction and maintenance of streets, sidewalks, storm drainage, and public parks
- Village planning, zoning, subdivision and building code regulation and enforcement
- Contracted Post Office facilities
- Tot Lot Playground
- Community Park
- Water, Sewer Storm Water, and Sanitation service
- Transportation

5.2 Scope of Services

A. Turf Care

- **Mowing**

Mowing will be performed in a worker like manner utilizing rotary power mowers. All turf areas shall be mowed once every two weeks during the growing season of May, June, July and August, and once every three weeks during the months of September, October, November, December, January, March and April.

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- **Edging**

Mechanical edging will be performed using a hard blade vertical edger. Surfaces adjacent to asphalt, concrete curbs, sidewalks and planted beds will be edged in conjunction with the mowing operation at every visit.

- **Trimming of Grass**

Grass will be trimmed in conjunction with the mowing operation at each visit. Particular attention will be given to trimming around sprinkler systems to ensure their adequate water delivery. Contractor will be responsible for the repair and replacement of broken or damaged sprinklers caused by their operation.

- **Raking**

Grass clippings caused by mowing, edging, and trimming will be removed from curbs, storm drains, parking lots, streets, walkways, planted beds and all other adjacent surfaces on the same day mowed. The use of leaf blowers will not be allowed unless approved by the Village. All mechanical equipment used by the contractor will follow the Noise Ordinance of North Bay Village, Title IX, Chp. 96

B. Shrub, Hedge and Ground Cover Care

- **Shrubs and Hedges**

Shrubs and hedges are to be maintained by manual or mechanical hedge clippers. (NO MACHETES). Dead or broken branches will be removed from shrubs and hedges.

- **Ground Cover and Planted Beds**

Ground cover and planted beds will be trimmed or pruned as necessary to maintain a desired bed height and to encourage plants to flow out to provide complete coverage.

Separation of ground cover varieties will be made so that there is no spread to areas occupied by other ground cover varieties.

C. Trees and Palms

- **Maintenance Pruning**

Suckers and new sprouts will be removed from tree trunks on a routine basis. Low limbs and branches will be pruned and maintained to provide a ten-foot (10') clearance over walkways, sidewalks, parking lots and other areas, which would interfere with vehicles and/or pedestrians. Overall ten-foot (10') clearance will be maintained on all trees unless certain varieties dictate a lower branch height. Limbs and branches, which obstruct the view of street signage, will be

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trimmed to afford a reasonable view of the signage. Limbs and branches which interfere with street lighting shall be trimmed back to ensure adequate lighting of roadways and sidewalks.

D. Annual Pruning of All Village Palms

(Sable, Royal, Coconut, and other palms) Prune yearly in May removing all boots, fruit stems and fronds hanging below horizontal.

E. Weed Control in Beds

Weed control will be performed on planted beds and in tree wells by means of manual, mechanical and/or chemical means. Where chemical weed control is feasible, application of a systemic herbicide will be made for post emergence control.

F. Weed Control in Sidewalks

Weed (crack grass) control will be performed on streets, curbs and sidewalks by means of manual, mechanical and/or chemical means. Where chemical weed control is feasible, application of a systemic herbicide (Roundup Pro, or equal) will be made for post emergence control. (Contractor to supply herbicide)

G. Plantings – Replacement

The contractor shall, at no additional cost to the Village, replace seasonal plants, as determined by the Village's Public Works Department up to two (2) times a year. (Seasonal plants to be supplied by the Contractor, in quantities agreed to by the Village and contractor).

H. Litter

Litter to be picked up Village-wide along Village right-of-ways and other Village –owned property every day Contractor is working. Contractor generated litter and debris resulting from landscape maintenance functions will be removed by the Contractor.

Contractor specifically agrees that under no circumstances will landscape debris or litter be blown into storm water inlets. The Contractor has the option of transporting to the Village's Public Works facility litter and debris (excluding the annual pruning of all Village palms) generated under the provisions of this contract. Litter and debris so transported shall be placed in proper receptacles as determined by the Public Works Department.

I. Fertilizing

All landscape areas covered under this contract will receive the indicated applications per year. (Fertilizer to be provided by contractor). The contractor shall notify in writing when fertilization is being done. The types of fertilizers to be used are as follows:

- a) Grass — 24-5-11 granular slow release twice per year.

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- b) Shrubs and ground cover - Three applications per year, April, July, and November with one (1) lb. of Lesco. 8-1010 fertilizer per one hundred (100) sq. ft., or equal as approved by the Director of Public Works of North Bay Village.
- c) Trees - Two applications per year, April and September, with one-half lb. of 6-6-6 or 8-10-10 Lesco fertilizer per 1" caliper measured 24" above root ball.
- d) Palms - Three applications per year, as per schedule for tree fertilization, as follows:
 - i. Palms 4'-6' overall height - one-half lb. of improved Palm Special fertilizer per application.
 - ii. Palms 8'-12' overall height - one (1) lb. of improved Palm Special fertilizer per application.
 - iii. Palms 14'-50' overall height - three (3) lbs. of Improved Palm fertilizer per application.
- e) Seasonal - One initial and one mid-term application of Nutricote total seventy (70) day 13-3-13 fertilizer for each seasonal color planting, or equal as approved by the Director of Public Works of North Bay Village.
- f) Trace Element Deficiency - Shrubs and ground cover - If plants begin to show systems of chlorosis, drench root-ball area, as needed, with Minor-gro Mix, 798-C, by Vigoro (or equal). Follow manufacturer's instructions, or equal as approved by the Director of Public Works of North Bay Village.
- g) Contractor shall maintain, and repair Village-wide irrigation system as needed. Prior approval must be obtained by the Public Works Department. Village will pay for materials used.
- h) Mulching - All those areas with mulch will be maintained by the Contractor, as well as any new areas as designed by the Village. The mulch will be supplied by the contractor.

5.3 Areas Specifically Covered By This Contract

a) Treasure Island

All grass areas on each side of Hispanola and Adventure Avenues. All grass areas at the Schonberger Park, Public Works Building and yard. All mediums on Adventure Avenue, Hispanola Avenue and North Treasure Drive. All sidewalks and curbs. Pirates Alley. Hedge trimming and weed control, Village parking lot adjacent to the nursing home at the intersection of North Treasure Drive and Mutiny Avenue.

Company assumes responsibility for all damage, including irrigation components, replacement of turf, plant life, that occurs because of the maintenance process.

Company is not responsible for the condition of the landscape due to drought freeze, irrigation deficiencies or storm damage.

However, under separate contract, the company will provide the following services:

1. The removal of storm or freeze-related debris.

Company assumes no liability for damages or consequential damages caused by conditions beyond their control. Litter to be picked up Village-wide every day Contractor is working

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along the right of way and other Village properties.

b) North Bay Island

Fountain area at entrance to Island. All shrubs and hedges along both sides of wall fronting the Island. Mowing and trimming of all areas within the public right-of-way along Kennedy Causeway. Median surrounding Guardhouse. All trees, shrubs and hedges within any public right-of-way on the Island for trimming purposes only.

Company assumes responsibility for all damage, including irrigation components, replacement of turf, plant life, that occurs because of the maintenance process.

Company is not responsible for the condition of the landscape due to drought freeze, irrigation deficiencies or storm damage.

However, under separate contract, the company will provide the following services:

1. The removal of storm or freeze-related debris.

Company assumes no liability for damages or consequential damages caused by conditions beyond their control. Litter to be picked up Village-wide every day Contractor is working along the right of way and other Village properties.

c) Harbor Island

Entrance medium to island. All mini-islands located on Village's right-of-way. All grass area located on Village's right-of-way. All grass, trees, and shrubs around the police impound yard. All grass, trees, and shrubs at West Drive Community Park, AKA "Vogel Park".

Company assumes responsibility for all damage, including irrigation components, replacement of turf, plant life, that occurs because of the maintenance process.

Company is not responsible for the condition of the landscape due to drought freeze, irrigation deficiencies or storm damage.

However, under separate contract, the company will provide the following services:

1. The removal of storm or freeze-related debris.

Company assumes no liability for damages or consequential damages caused by conditions beyond their control. Litter to be picked up Village-wide every day Contractor is working along the right of way and other Village properties.

d) John F. Kennedy Causeway

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All mediums from the middle of the west flat bridge to the east drawbridge. All areas within the public right-of-way along Kennedy Causeway, more specifically those areas on both sides just west of the east drawbridge, the area in front of Channel 7 and that area on the north side of the east and west flat bridges.

Company assumes responsibility for all damage, including irrigation components, replacement of turf, plant life, that occurs because of the maintenance process.

Company is not responsible for the condition of the landscape due to drought freeze, irrigation deficiencies or storm damage.

However, under separate contract, the company will provide the following services:

1. The removal of storm or freeze-related debris.

Company assumes no liability for damages or consequential damages caused by conditions beyond their control. Litter to be picked up Village-wide every day Contractor is working along the right of way and other Village properties.

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SECTION 6- TERM OF AGREEMENT AND COMPENSATIONS

The term of this Agreement shall be three (3) calendar years from the date of Village's approval and shall be compensated for the total annual sum of \$ _____.
(to be typed in by bidder)

Payment to be processed by the Village on a monthly basis upon receipt of contractor's invoice.

The Village shall review the Contractor's performance each year on the anniversary of the date of the Village approval.

Village reserves the right to terminate contract after a thirty (30) day notice sent via certified mail.

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SECTION 7- EVALUATION PROCEDURES

7.1 Selection Committee

Proposals submitted will be evaluated by a Selection Committee.

The following criteria will be used to evaluate proposal responses and to make a recommendation to the Village Commission.

1. Mandatory elements

- a) The Vendor is independent and licensed to practice in the State of Florida.
- b) The Vendor has no conflict of interest with regard to any other work performed by the vendor for North Bay Village.
- d) The Vendor has a record of quality work.
- e) The Vendor adheres to the instructions in this RFP for preparation and submission of the proposal.

2. Pre-Requisite Qualifications

Proposers submitting a Proposal in response to this RFP must, at a minimum, meet the following Pre-Requisite Qualifications. All requested documentation and/or information must be provided in the Proposal to confirm that the Firm has satisfied all of the Pre-Requisite Qualifications. **Vendor(s) that do not meet the following qualifications shall be deemed non-responsive.**

Vendor shall be in good standing with all regulatory departments of the State of Florida.

Vendor shall have at least one operating office located within Florida

3. Evaluation Criteria:

- a) Expertise and Experience and process for providing services (Maximum Points - 50)
(i.e. the firm's past experience on providing these services))
- b) Responses of references (Maximum Points - 25)
- c) Cost (Maximum Points – 25)

Evaluation of proposals will be conducted by an evaluation committee of qualified Village Staff, or other persons selected by the Village Manager. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive

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proposals and determine a number one proposer. In the event the committee cannot identify a number one proposer they may give further consideration to all responsive proposals received. Proposers may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. Information and references submitted will be considered in the award. The committee will then make a recommendation to the Village Manager for final recommendation to the Village Commission for award.

The Village may require additional information and Proposers agree to furnish such information.

The Village reserves the right to award the contract to that Proposer who will best serve the interest of the Village. The Village reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The Village also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

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SECTION 8 - Requirements of the Proposal

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

Proposals must be submitted in a sealed package with the RFP number, due and open dates, and RFP title (NBV RFP 2016-004) clearly marked on the outside. If more than one package is submitted, they should be marked 1 of 2, etc.

Proposals will be received by mail or hand-delivered to the Village Clerk's Office, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141 on or before September 9, 2016 no later than 3:00 pm. The proposal shall be signed by a representative who is authorized to contractually bind the Vendor.

PROPOSERS MUST SUBMIT AN IDENTIFIED BOUND ORIGINAL DOCUMENT PLUS SIX (6) BOUND COPIES AND ONE (1) CD ROM OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.THE ABOVE REQUIREMENT TOTALS EIGHT (8) COPIES OF YOUR PROPOSAL.

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SECTION 9 – TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Proposal Signature Page

Tab 2: Statement of Qualifications

This section should contain a statement of understanding of the critical issues and opportunities associated with the project and how the Proposer is uniquely qualified to assist the Village in this effort. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure additional personnel, if necessary.

Tab 3: Preliminary Scope of Services Provide an outline detailing your approach and concept to the project, and provide a proposed Scope of Services to demonstrate an understanding of the project.

Tab 4: Ability to Meet the Project Services

Include a proposed schedule that shows how the Vendor would provide services within the time frame required.

Tab 5: State number of years' experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences. If your company has not provided similar services in the past, explain fully why you consider your company qualified to perform this service for North Bay Village.

Tab 6: List the qualifications of staff to be assigned to this contract demonstrating the specialized knowledge, experience and skills they would bring to this assignment. List name, title or position and duties. A summary of experience and qualifications should accompany your proposal.

Tab 7: Proposer to provide a minimum of three (3) references for which similar services have been used in this area. If additional space is required, include as an appendix to RFP 2016-004 response. If additional references are provided, please attach this information as an appendix to your RFP response. Description of services rendered: During the month(s)/year(s): Name of Governmental Agency (Village or county):

Principal Contact Person:

Telephone Number:

Fax Number:

Email Address:

If you have ever failed to complete work awarded to you, explain where and why.

Tab 8: List any North Bay Village or other governmental agency with which the proposer has had contracts or agreements during the past three (3) years.

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Tab 9: Provide a summary of any litigation filed against Proposer, principals, or individuals employed by the Proposal in the past three (3) years which is related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

Tab 10: Provide documentation to support your financial ability to perform the contract services. You may include an audited financial statement, bank references and other business references (excluding North Bay Village). A minimum of three (3) is recommended.

Tab 11: Proposer please quote your company's rates for providing additional services

Tab 12: Attach copies of all Insurance Certificates for our review.

Tab 13: Any additional information. The proposer understands that the information contained in these Proposal Pages is to be relied upon by the Village in awarding the proposed Contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the Village.

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SECTION 10 – CONE OF SILENCE

10.1 Cone of Silence

You are hereby advised that this Request for Proposal No. NBV 2016-004 is subject to the “Cone of Silence” in accordance with Section 38.18 of the North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

§ 38.18 - Cone of Silence.

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

a. any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

b. any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

c. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;

d. any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;

e. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and

f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

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- a. communications with the Village Attorney and his or her staff;
- b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- c. any emergency procurement of goods or services;
- d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.

The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon

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request.

(B) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.

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SECTION 11 – QUALIFICATION FORMS

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

(This space intentionally left blank)

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FORM 1 PROPOSAL PRICING SHEET

Provide a proposal containing the total costs for the Village for landscaping maintenance services as described in this request for proposals scope of services. The total cost is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount. If the Village acquires additional land during the time of any of the below contracts, the Village and vendor will negotiate the cost of the additional services requested.

Any additional price quotes shall be submitted on a separate page and marked as an alternate quote for additional services or products.

<u>TOTAL COST FOR 1ST YEAR CONTRACT</u>	\$
<u>TOTAL COST FOR 2ND YEAR CONTRACT</u>	\$
<u>TOTAL COST FOR 3RD YEAR CONTRACT</u>	\$

Taxpayer _____ **Identification** _____ **Number:** _____

BIDDER: _____
(Company Name)

(Signature of Authorized Representative)

(Printed Name and Title)

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FORM 2 PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):

Principal Business Address:

2. Principal Contact Person(s):

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

If a corporation, in what state incorporated: _____

Date Incorporated: _____
Month Day Year

If a Joint Venture or Partnership, date of agreement: _____

5. List all firms participating in this project (including subVendors, etc.):

Name	Address	Title
1. _____	_____	_____
2. _____	_____	_____

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6. Outline specific areas of responsibility for each firm listed in Question 5.

1.

2.

7. Licenses:

a. County or Municipal Occupational License No.

(Attach Copy)

b. Occupational License Classification:

c. Occupational License Expiration Date:

d. Social Security or Federal I.D. No:

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FORM 3 PERSONNEL

The Village requires that the proposer include the resumes of the principle of the company and any manager or supervisor that will be overseeing the laborers assigned to our Village under the specification of NBV RFP 2016-004. Resumes should be provided in the following format, however, additional information may be provided at the option of the Proposer.

- A. Name & Title
- B. Years of Experience with this company:
With Other Similar companies:
- C. Education:

Degree(s)

Year/Specialization
- D. Professional References: (List a minimum of 3)
- E. Other Relevant Experience and Qualifications

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**FORM 4
REFERENCES**

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

- 1. Name of Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____
- 2. Name of Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____
- 3. Name of Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____

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FORM 5 DRUG-FREE WORKPLACE

The undersigned vendor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature (Blue ink only)

Print Name

Title

Date

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Witness my hand and official notary seal/stamp at _____ the day
and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take
acknowledgments, personally appeared _____ as
_____, of _____,
an organization authorized to do business in the State of Florida, and acknowledged executing
the foregoing Form as the proper official of _____ for the use and
purposes mentioned in the Form and affixed the official seal of the corporation, and that the
instrument is the act and deed of that corporation. He/She is personally known to me or has
produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and
County aforesaid on this _____ day of _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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FORM 6

ACKNOWLEDGMENT OF ADDENDA

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

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**FORM 7
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

- 1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;
- 2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.
 - (b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, “not applicable” in the space below.)

- 3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

Signature (Blue ink only)

Print Name

Title

Date

[Acknowledgment on following page.]

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Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of _____ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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FORM 8 CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Signature (Blue ink only)

Print Name

Title

Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

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STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of _____ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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**FORM 9
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the NORTH BAY VILLAGE by:

_____ [print individual's name and title]

for _____ [print name of entity submitting sworn statement]

whose business address is _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of

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the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS

Agenda Item 10E

FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature (Blue ink only)

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

On this the _____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:

Agenda Item 10E

(Name of Notary Public: print, stamp or type as commissioned.)

_____ Personally known to me, or

_____ Personal identification:

(Type of Identification Produced)

_____ Did take an oath, or

_____ Did Not take an oath

Agenda Item 10F



North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: August 30, 2018

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

RECOMMENDED BY: Interim Village Manager Lewis Velken *LJK*

PRESENTED BY STAFF: Public Works Director Juan Valiente *JV*

SUBJECT: Benches and Trash Cans Purchase

RECOMMENDATION:

It is recommended that the Village Commission adopt the attached Resolution, authorizing the purchase of 12 dual trash/recycler with side door, six (6) contour benches and one (1) aluminum pet waste disposal station, from ANOVA, at a cost of \$21,807.84, under the Sole Source provision, pursuant to Section 36.25 of the Village Code.

BACKGROUND:

The Community Enhancement Board and staff worked in conjunction on a project for the placement of waste containers, contour benches, and a pet waste disposal station in various locations throughout the Village as listed below:

- By Shell Station – 2 Benches and 1 Trash Bin
- East Drive across from 7915 – Trash Bin
- East Drive across from 7941 – Trash Bin
- East Drive in front of Eloquence – Trash Bin
- West Drive close to sidewalk on the side of 360 – Trash Bin
- West Drive in front of Food Mart – Trash Bin
- West Drive in front of 7917/7921 – Trash Bin (close to Vogel Park)
- West Drive in front of Space 01 – Trash Bin

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 10F

North Bay Island:

In green space behind wall – 1 bench and 1 Doggy Station and 1 Trash Bin on either side of guard house

Treasure Island:

North Treasure Drive median between Bounty and Adventure Avenues – Bench and Trash Bin

North Treasure Drive Median between Cutlass and Buccaneer Avenues – Bench and Trash Bin

North Treasure Drive Median between Mutiny and Hispanola Avenues – Bench and Trash Bin

The Village Public Works Director researched the purchase of these particular items as recommended by the Community Enhancement Board, and found that ANOVA is the sole supplier.

Section 36.25(H) of the Village Code authorizes the award of a contract without competition when the Village Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item.

BUDGET:

Funds are appropriated in the FY 2018 Budget for the \$21,807.84 expenditure.

CONTACT:

Juan Valiente, Director of Public Works

Agenda Item 10F



North Bay Village

Administrative Offices

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

MEMORANDUM

North Bay Village

DATE: August 29, 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 THE PURCHASE OF BENCHES, TRASH CANS, AND PET WASTE DISPOSAL STATION FROM ANOVA, FOR LOCATION THROUGHOUT THE VILLAGE; UNDER THE SOLE SOURCE PROVISION, PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROPOSAL, AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROPOSAL; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; 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 10F

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF BENCHES, TRASH CANS, AND PET WASTE DISPOSAL STATION FROM ANOVA, FOR LOCATION THROUGHOUT THE VILLAGE; UNDER THE SOLE SOURCE PROVISION, PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROPOSAL, AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROPOSAL; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

WHEREAS, the Community Advisory Board recommended the placement of benches, trash cans, and pet waste disposal station throughout the Village as follows:

By Shell Station – 2 Benches and 1 Trash Bin
East Drive across from 7915 – Trash Bin
East Drive across from 7941 – Trash Bin
East Drive in front of Eloquence – Trash Bin
West Drive close to sidewalk on the side of 360 – Trash Bin
West Drive in front of Food Mart – Trash Bin
West Drive in front of 7917/7921 – Trash Bin (close to Vogel Park)
West Drive in front of Space 01 – Trash Bin

North Bay Island:
In green space behind wall – 1 bench and 1 Doggy Station and 1 Trash Bin
on either side of guard house

Treasure Island:
North Treasure Drive median between Bounty and Adventure Avenues –
Bench and Trash Bin
North Treasure Drive Median between Cutlass and Buccaneer Avenues –
Bench and Trash Bin
North Treasure Drive Median between Mutiny and Hispanola Avenues –
Bench and Trash Bin

WHEREAS, the Village Commission and Staff approve of the project; and

Agenda Item 10F

WHEREAS, it has been determined that ANOVA is the only supplier of these items; and

WHEREAS, Section 36.25(H) of the Village Code authorizes the award of a contract without competition when the Village Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supplies; and

WHEREAS, the Village Manager recommends the purchase of these items under the Sole Source provision; and

WHEREAS, the Village Commission finds that approving the Resolution is in the general welfare of the community.

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

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

Section 2: **Approval of Proposal.** The proposal from ANOVA for the purchase of 1 Aluminum Pet Waste Disposal Station, 12 Trash/Recycle with side door, and 6 Contour Benches, at a cost for \$21,807.84, for placement in the Village is hereby approved.

Section 3: **Authorization of Village Manager.** The Village Manager or his/her designee is authorized to execute the proposal.

Section 4: **Effective Date.** This Resolution shall take effect immediately upon approval.

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

Agenda Item 10F

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 11th day of September 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: ANOVA-Purchase of Trash/Recycler, Contour Benches, Pet Waste Disposal Station.

Agenda Item 10F



Company Address 211 N Lindbergh Blvd
St. Louis, MO 63141
US

Created Date 8/6/2018
Expiration Date 9/5/2018
Quote Number SFQ-00024952
Approval Status Unapproved

Prepared By Cheryl Ronan
Email cheryl@anovafurnishings.com

Contact Name Juan Valiente
Phone (786) 512-5558
Email jvaliente@nbvillage.com

Bill To Name North bay village
Bill To 1666 Kennedy causeway
North bay village, FL 33141
US

Ship To Name North bay village
Ship To 1666 Kennedy causeway
North bay village, FL 33141
US

Product	Line Item Description	List Price	Sales Price	Quantity	Total Price
1003HP-L-DOGIPOT Aluminum Pet Waste Disposal Station		\$340.00	\$340.00	1.00	\$340.00
AE2645RCT-STX-Airi Stix 45-Gal. Dual Trash/Recycler with Side Door	COLOR: TBA GSA Price, CONTRACT NUMBER: 47QSMA18D08QB	\$1,440.00	\$1,030.78	12.00	\$12,369.36
AE2680STX-Airi Stix 6' Contour Bench	Color: TBA, GSA Price; CONTRACT NUMBER: 47QSMA18D08QB	\$1,390.00	\$1,030.78	6.00	\$6,184.68

Total List Price Summary \$25,960.00
Product Discount 27.22%
Total Price \$18,894.04
Shipping and Handling \$2,913.80
Tax \$0.00
Total \$21,807.84

Comments Standard lead time is (8) weeks plus transit. GSA CONTRACT NUMBER: 47QSMA18D08QB

All 3rd Party Freight and Will Call orders are subject to a 5% handling fee.

Agenda Item 10G



North Bay Village

Administrative Offices

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33141


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

Website: www.nbvillage.com

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: August 30, 2018

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

RECOMMENDED BY:
Lewis Velken, Interim Village Manager 

PRESENTED BY STAFF:
Ana DeLeon, HR Coordinator

SUBJECT: Health Insurance Services

RECOMMENDATION:

It is recommended that the Village Commission approve the attached resolution to enter into an agreement with both of our existing health insurance providers or a comparable provider to provide health, vision and dental services to Village employees for fiscal year 2018-19. The provider chosen should not impose an increase of greater than 12% of the current insurance premiums and shall provide comparable coverage. The policies are due for renewal on October 1, 2018.

BACKGROUND:

This year our Agent of Record, Charles Citrin of Citrin Financial, Inc., anticipated a 12% increase in premiums with Blue Cross Blue Shield (BCBS), and no reduction in benefits. Our agent of record has added a BCBS HMO in order to provide additional options for our employees at a lower rate. We will have a final decision before September 13th, but will remain with BCBS or choose another provider that offers the same benefit plan at a better premium rate.

Agenda Item 10G

Dental and vision insurance coverage will remain the same with HUMANA which will provide us with better benefits with a minimal increase in premium. Per contractual obligations, the Village will continue to pay 100% employee-only coverage and 60% dependent coverage for health and dental and the employee may choose to participate in vision insurance but at their full premium cost. The Village will continue to offer the health insurance for elected officials who wish to pay the full premium cost for health coverage.

FINANCIAL IMPACT:

We initially budgeted a 12% increase in Health and Dental benefit premiums in the Fiscal Year 18-19 proposed budget. The Blue Cross Blue Shield increase is 2.19%. We currently have an approximate savings of \$75,026 from the proposed budget for health and dental insurance. This line item will be budgeted at \$801,392 for the fiscal year 2019 proposed budget.

PERSONNEL IMPACT:

With the premium increase, there will be an increase in employee bi-weekly deductions for health and dental in FY 18-19. The total monthly premium increase will also affect any elected official who wishes to join.

Agenda Item 10G



North Bay Village

Administrative Offices


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

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

MEMORANDUM North Bay Village

DATE: August 29, 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 AN AGREEMENT WITH HUMANA FOR DENTAL AND VISION INSURANCE COVERAGE FOR VILLAGE EMPLOYEES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR HEALTH INSURANCE AT A RATE NOT TO EXCEED 12%; OF THE CURRENT INSURANCE PREMIUMS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; 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 10G

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH HUMANA FOR DENTAL AND VISION INSURANCE COVERAGE FOR VILLAGE EMPLOYEES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR HEALTH INSURANCE AT A RATE NOT TO EXCEED 12%; OF THE CURRENT INSURANCE PREMIUMS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

WHEREAS, the Village's Group Insurance Broker/Consultant, Citrin Financial Group, negotiated an agreement with Humana for dental and vision insurance for Village employees; and

WHEREAS, the Village's Group Insurance Broker/Consultant, Citrin Financial Group, negotiated an agreement with Blue Cross Blue Shield of Florida for health insurance at an increase of 12%, where 10% was anticipated; and

WHEREAS, Citrin Financial Group is continuing to negotiate a lower price for health insurance; and

WHEREAS, the Village Manager recommends an agreement with Humana for dental and vision insurance; and

WHEREAS, the Village Manager requests that the Village Commission authorize him to enter into an agreement with either Blue Cross Blue Shield of Florida, or comparable provider at a rate not greater than 12%.

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

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

Section 2. Authorization of Village Official. The Village Manager is authorized to enter into an agreement with Humana for dental and vision insurance for Village employees; and

Agenda Item 10G

The Village Manager is further authorized to enter into an agreement for health insurance with Blue Cross Blue Shield of Florida, or a comparable provider at a rate not to exceed 12%.

Section 3. Authorization of Fund Expenditure. The Village Manager is authorized to expend budgeted funds as necessary to enforce health, dental and visual insurance coverage for Village employees for Fiscal Year 2018-2019.

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

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 10th day of September 2018.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Norman C. Powell, Esq.
Village Attorney

Agenda Item 10G

NORTH BAY VILLAGE														
Medical Market Analysis														
October 1, 2018														
MEDICAL SERVICES	FLOIRDA BLUE		FLORIDA	CIGNA	NHP** (Single Platform)			UHC ** (Single Platform)			HUMANA			
	BO 3748	POS	LGNFQ55	OAP	BAZS/NH10	AXYT/NH10	AXYS/NH10	UHC AQP/B/559	UHC	UHC	NPOS Copay	NPOS	HMO	HMO
IN-NETWORK														
Deductible (Individual / Family)	N/A	N/A	N/A	N/A	\$500/\$1,000	\$500/\$1,000	N/A	\$250/\$500	N/A	\$2,000/\$4,000	N/A	\$1,000/\$2,000	N/A	N/A
Coinsurance	0%	0%	0%	0%	0%	0%	0%	0%	0%	30%	0%	30%	0%	0%
Out-of-Pocket (Individual / Family)	\$1,500/\$3,000	\$2,500 / \$7,500	\$1,500/\$3,000	\$1,500/\$3,000	\$1,500/\$3,000	\$1,500/\$3,000	\$1,500/\$3,000	\$1,500/\$3,000	\$2,500/\$5,000	\$4,000/\$8,000	\$6,500/\$13,000	\$4,000/\$8,000	\$6,500/\$13,000	
Primary Care Physician	\$10	\$10	\$10	\$10	\$25	\$15	\$10	\$15	\$15	\$25	\$30	\$20	\$30	
Specialist	\$25	\$10	\$25	\$10	\$25	\$15	\$10	\$15	\$25	\$50	\$75	\$35	\$75	
Inpatient Hospital	\$250	\$250	\$250	\$250	0% AD	20% AD	\$0	0% AD	\$500	30% AD	\$1,000/day x3	30% AD	\$1,000/day x3	
Outpatient Surgery	\$50*	\$150.00	\$150	0	0% AD	20% AD	\$0	0% AD	\$0	30% AD	\$1,000	30% AD	\$1,000	
Diagnostic Testing (Lab/X-Ray)	\$0/\$50*	\$10.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Advanced Imaging (CT/PET scans,	\$125*	\$50.00	\$125*	\$0	0% AD	20% AD	\$0	0% AD	\$0	\$300	\$500	\$300	\$500	
Emergency Room	\$100	\$100	\$100	\$250	\$100	\$100	\$250	\$250	\$250	\$350	\$500	\$350	\$500	
Urgent Care	\$30	\$10	\$30	\$50	\$50	\$50	\$35	\$35	\$50	\$100	\$125	\$100	\$125	
Retail Rx (up to 30 days)	\$10/\$50/\$80		\$10/\$50/\$80	\$10/\$50/\$80	\$10/\$50/\$80	\$10/\$50/\$80	\$10/\$50/\$80	\$10/\$50/\$80	\$10/\$50/\$80	\$10/\$50/\$80	\$10/\$40/\$70	\$10/\$40/\$70	\$10/\$35/\$55	\$10/\$40/\$70
Mail Order Rx (31-90 days)	\$25/\$125/\$200		\$30/\$150/\$240	\$25/\$125/\$200	\$25/\$125/\$200	\$25/\$125/\$200	\$25/\$125/\$200	\$25/\$125/\$200	\$25/\$125/\$200	\$25/\$125/\$200	\$25/\$100/\$175	\$25/\$100/\$175	\$25/\$87.50/	\$25/\$100/\$175
OUT-OF-NETWORK														
Deductible (Individual / Family)	\$500/\$1,500	N/A	\$500/\$1,500	\$500/\$1,000	\$1,000/\$2,000	\$1,000/\$2,000	\$400/\$400	\$500/\$1,000	\$400/\$400	\$6,000/\$12,000	\$5,000/\$10,000	N/A	N/A	
Coinsurance (% of Eligible)	40%	N/A	40%	20%	30%	40%	20%	20%	40%	50%	50%	N/A	N/A	
Out-of-Pocket (Individual / Family)	\$3,000/\$6,000	N/A	\$3,000/\$6,000	\$2,500/\$5,000	\$6,250/\$12,500	\$5,000/\$10,000	\$2,500/\$5,000	\$3,000/\$6,000	\$5,750/\$11,500	\$12,000/\$24,000	\$19,500/\$39,000	N/A	N/A	
PREMIUMS	CURRENT	RENEWAL	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	
Employee	\$765.45	\$782.23	\$647.56	\$765.45	\$717.80	\$718.37	\$711.07	\$823.21	\$791.71	\$802.38	\$793.28	\$613.68	\$611.09	\$565.07
Employee & Spouse	\$1,821.77	\$1,861.72	\$1,541.20	\$1,821.77	\$1,722.46	\$1,723.83	\$1,706.31	\$1,975.41	\$1,899.82	\$1,925.42	\$1,586.56	\$1,227.36	\$1,222.19	\$1,130.12
Employee & Child(ren)	\$1,408.43	\$1,439.31	\$1,191.51	\$1,408.43	\$1,216.15	\$1,217.11	\$1,204.75	\$1,394.74	\$1,341.37	\$1,359.45	\$1,507.23	\$1,165.99	\$1,161.08	\$1,073.62
Family	\$2,388.20	\$2,440.57	\$2,020.39	\$2,388.20	\$2,311.63	\$2,313.46	\$2,289.95	\$2,651.09	\$2,549.65	\$2,584.01	\$2,538.49	\$1,963.77	\$1,955.50	\$1,808.20
Monthly Premium	\$71,003			\$71,003	\$66,707	\$66,760	\$66,082	\$76,503	\$73,576	\$74,568	\$73,696	\$57,011	\$56,771	\$52,494
% of increase compared to current				0.00%	-6.05%	-5.98%	-6.93%	7.75%	3.62%	5.02%	3.79%	-19.71%	-20.04%	-26.07%
AD: after deductible														
Rx copays represent tiers 1, 2 & 3; additional pharmacy copays may apply														
* Independent facility copay shown; all other facilities are subject to														
** NHP & UHC plans presented as single platform; should NHP & UHC plans be paired														
<i>Rates/benefits in carrier specific offers supersede the information presented in this comparison. Final rates</i>														



Staff Report Permit Application for Dock

Prepared for: North Bay Village Commission
Applicant: Holger Piening & Andrea Franke
Site Address: 1700 South Treasure Drive
*Request: Dock and Boat Lift Construction Beyond
the D-5 Triangle and Farther than 25 feet
from the Seawall*

Agenda Item 11A

Staff Report
Dock Permit Request

Applicant: Holger Piening & Andrea Franke
1700 S Treasure Drive

General Information

Owner	Holger Piening & Andrea Franke
Applicant Address	c/o Nicole Huesmann, D.A. Alhambra Circle, Suite 1200 Coral Gables, Fl. 33134
Site Address	1700 S Treasure Drive
Contact Person	Nicole J. Huesmann, P.A.
Contact Phone Number	305-858-0220
E-mail Address	nihuesmann@nijlaw.com
Zoning District	RS-2
Use of Property	Single Family Home

General Description

The applicant is requesting a permit to construct a new dock at a residence in the RS-2 zoning district. The proposed dock will extend 15 feet from the existing seawall into Biscayne Bay and will include a 24,000-pound capacity boat lift which will extend an additional 15.5 feet into Biscayne bay, with the total extension of the proposed structures being 30.5 feet from the seawall. The proposed dock is designed to be located entirely within the D-5 triangle. Only the proposed boat lift will extend outside the D-5 triangle and farther than 25 feet from the seawall. The Village Commission recently denied the applicant's previous request to construct a dock which would have extended 47 feet from the seawall.

Applicable Code Provisions

The construction or alteration of docks, piers, etc is governed by Section 9.12 of the Village Unified Land Development Code. Section 9.12(B) reads as follows:

1. No person, firm, or corporation shall construct any docks, piers, dolphins, wharfs, pilings, boat lifts, or similar structures of any kind more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village without first-obtaining a waiver from the Village Commission after a public hearing. However, the furthestmost distance seaward from the seawall or shoreline shall not exceed 75 feet including all dolphins or pilings installed beyond the seaward most line of the dock or pier but not including required rip-rap.



Agenda Item 11A

Staff Report
Dock Permit Request

Applicant: Holger Piening & Andrea Franke
1700 S Treasure Drive

2. No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the Village unless the structure is set back at least 7½ feet from the lot line on each side.
3. No person, firm, or corporation shall build, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure within the corporate limits of the Village, or do any filling, excavating, or dredging in the waters without first obtaining a building permit to do so from the Village Building Department.
4. Application for any permit or the transfer of any permit required by this section shall be made to the Village Building Department in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.
5. Permits for seawalls and dock structures can be approved administratively and do not require a hearing or approval of the Village Commission if:
 - a. All proposed dock structures, including but not limited to boat lifts and mooring piles, are not placed more than 25 feet measured perpendicular from the seawall.
 - b. All proposed dock structures, including but not limited to boat lifts and mooring piles, are entirely within the D-5 triangle as described in Section D5 of the Miami-Dade Public Works Manual.
6. Applications for docks, boat lift, mooring piles or other similar structures that do not meet the administrative approval criteria of Section 6 above shall be heard by the Village Commission at a public hearing. If an applicant seeks a dock or pier length greater than 25 feet measured perpendicular from the seawall (including boat lifts, mooring piles or other structures), the Village Commission shall consider the following criteria to determine if a distance waiver shall be granted:
 - a. If the Applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners, and
 - b. If the Village has received any letter(s) of objection from adjoining riparian property owners; and
 - c. Any other factors relevant to the specific site.
7. The Village Commission may deny, approve, or modify the request and/or impose conditions in the permit, or granting of a distance waiver, which it deems necessary to protect the waterways of the Village in accordance with the public safety and the general welfare. The requirement of approval by the Village Commission shall not include applications for repair of existing structures.
8. A public hearing held pursuant to this Section shall be quasi-judicial.
9. Repair or reconstruction of existing structures shall not require approval of the Village Commission but may be approved administratively. However, the provisions of subsections 4 and 5 above shall be complied with.
10. A safety light shall be placed on the part of the structure (either dock, mooring pile, or boat lift) which is furthest from the seawall. The light shall be illuminated from one half hour prior to sunset to one half hour after sunrise.



Agenda Item 11A

Staff Report
Dock Permit Request

Applicant: Holger Piening & Andrea Franke
1700 S Treasure Drive

Staff Comments

The proposed dock will extend 15 feet from the seawall, will be located so that the 7.5 foot side setbacks from the property lines are met, and will be located entirely within the D-5 triangle.

However, since the proposed boat lift will extend outside the D-5 triangle and farther than 25 feet from the seawall (30.5 feet), the Applicant's plans must be approved by the Village Commission at a public hearing. It is the Commission's decision to grant or deny a waiver for these plans.

No letters of consent or letters of objection from adjacent property owners have been submitted with the current application, or submitted separately as of the writing of this report.

The biological assessment that was submitted with the applicant's prior dock application is attached to this report.

The seawall at this property was recently repaired according to the recommendations of a Village seawall inspection report.



Agenda Item 11A

Staff Report
Dock Permit Request

Applicant: Holger Piening & Andrea Franke
1700 S Treasure Drive

Staff Recommendations

The applicant's previous plans were denied by the Village Commission. Since then, the applicant has received pre-approval from Miami Dade DERM for the current plans, which include a significantly reduced dock length. Due to that reduction, and since staff has not received any objections to the Applicant's request, we recommend approval of the proposed plans. However, if there are any objections submitted prior to the public hearing or at the public hearing, the Village Commission should consider those objections in their decision to approve or deny the Applicant's plans. If the Commission chooses to approve the Applicant's request, the approval should be subject to the following conditions being met prior to the issuance of a building permit:

1. A safety light shall be placed on at least one of the boat lift pilings which is furthest from the seawall. The light shall be illuminated from one half hour prior to sunset to one half hour after sunrise.
2. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
4. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Submitted by:

per Mr. G. LaRue
James G. LaRue, AICP
Planning Consultant
August 31, 2018

Hearing: Village Commission, September 25, 2018

Attachments: Biological Assessment Sketch
Dock Plans Provided by Applicant



Agenda Item 11A

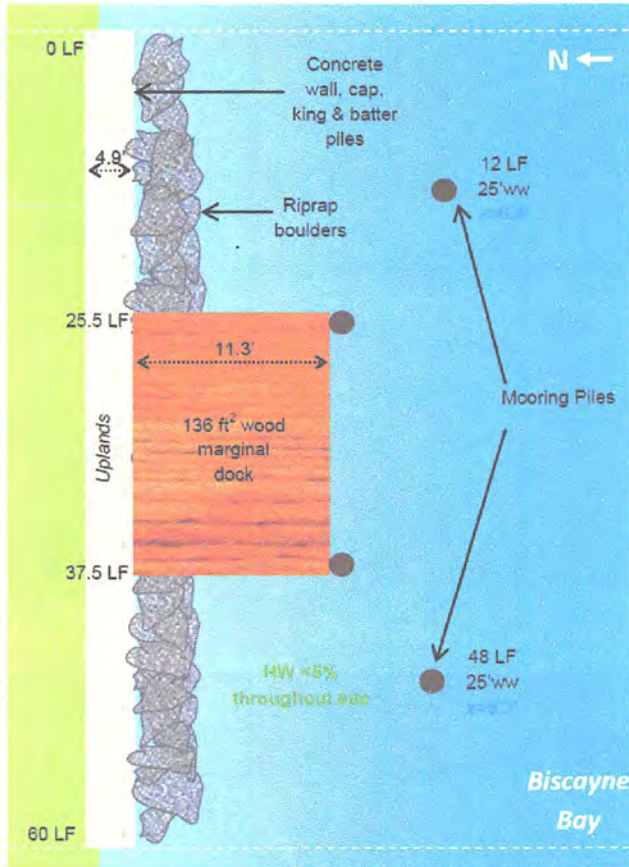
Staff Report
Dock Permit Request

Applicant: Holger Piening & Andrea Franke
1700 S Treasure Drive

Biological Assessment Sketch

CLI-2014-0247 – Piening – Seawall Cap, Dock & Boatlift
1700 S. Treasure Drive, North Bay Village

Inspection done on 07-22-2014 at 11:00AM
Biologists: M. Rose, A. Alonso



Notes

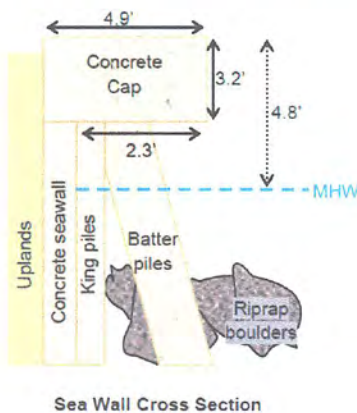
- All waterward distances taken from wetface of seawall cap.
- Water depths at wall affected by presence of riprap.
- Mooring piles documented at 12 and 48 LF, 25' waterward.

Resources

Halodule wrightii (shoal grass) HW
Acetabularia calyculus (mermaid's wine glass)
Siderastrea radians (lesser starlet coral)
Acanthophora spicifera (spiny seaweed)
Padina jamaicensis (white scroll algae)
Caulerpa verticillata (whorled caulerpa)
Caulerpa sertularioides (feather caulerpa)
Halimeda tuna (stalked lettuce leaf algae)
Ceranium sp. (red filamentous algae)
Lutjanus griseus (gray snapper)
Chaetodipterus faber (spadefish)
Caranx hippos (crevalle jack)
Pleuroploca gigantea (horse conch)
 Barnacles
 Sponges

Legend

ww= waterward distance from face of seawall cap
 LF= linear feet from east property line
 MLW = mean low water
 MHW = mean high water
 RR = riprap
 z = water depth



LF	ww extent of RR	Water Depths				Depth Contours		
		at wall	7.5'ww	11.3'ww	23'ww	4'	5'	6'
10.0	11'	2.5'	2.9'	-	5.5'	13.1'ww	18.8'ww	25.5'ww
20.0	8.4'	1.1'	3.0'	4.9'	5.7'	12.2'ww	16.7'ww	25.4'ww
37.5	7'	0.9'	3.8'	4.8'	5.6'	9'ww	16.3'ww	24.7'ww
40.0	7.5'	Exposed rock	3.4'	-	5.7'	15.5'ww	16.9'ww	24'ww
50.0	9'	0.3'	3.7'	-	5.7'	13.8'ww	19'ww	26'ww

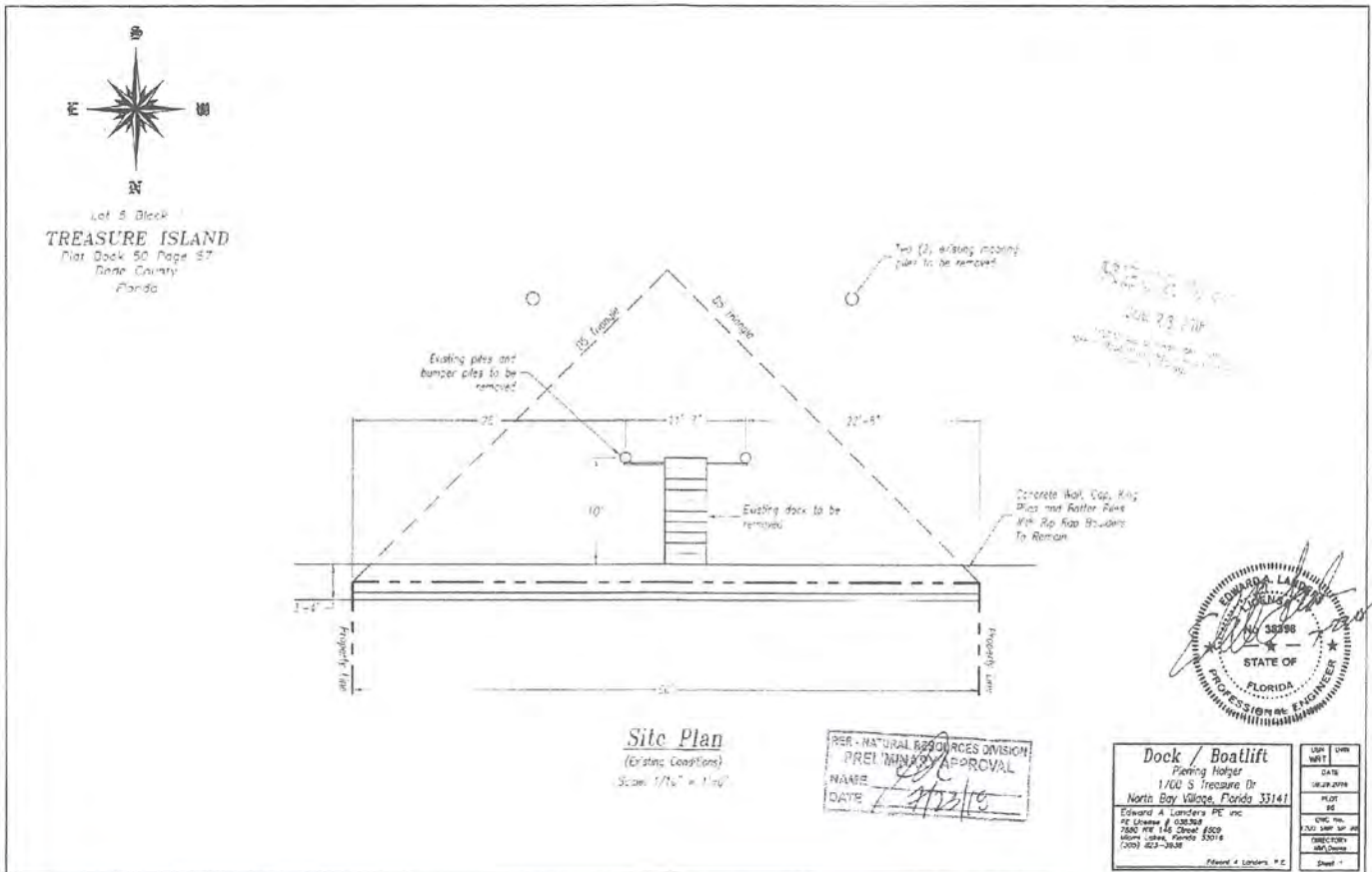
All depths adjusted to MLW. Adjusted 0.5' at 11:30AM.



Agenda Item 11A

Staff Report
Dock Permit Request

Applicant: Holger Piening & Andrea Franke
1700 S Treasure Drive

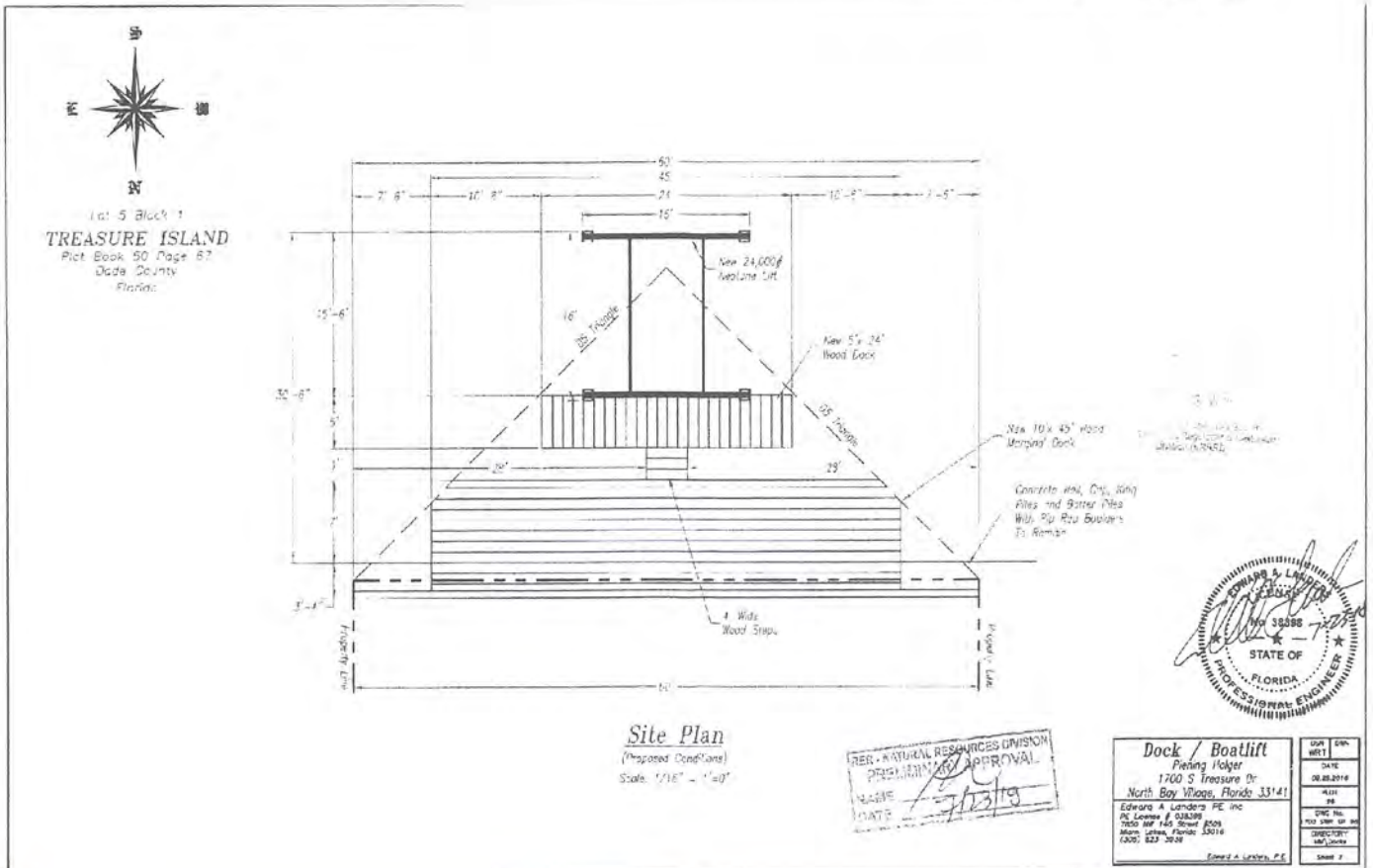


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Agenda Item 11A

Staff Report
Dock Permit Request

Applicant: Holger Piening & Andrea Franke
1700 S Treasure Drive

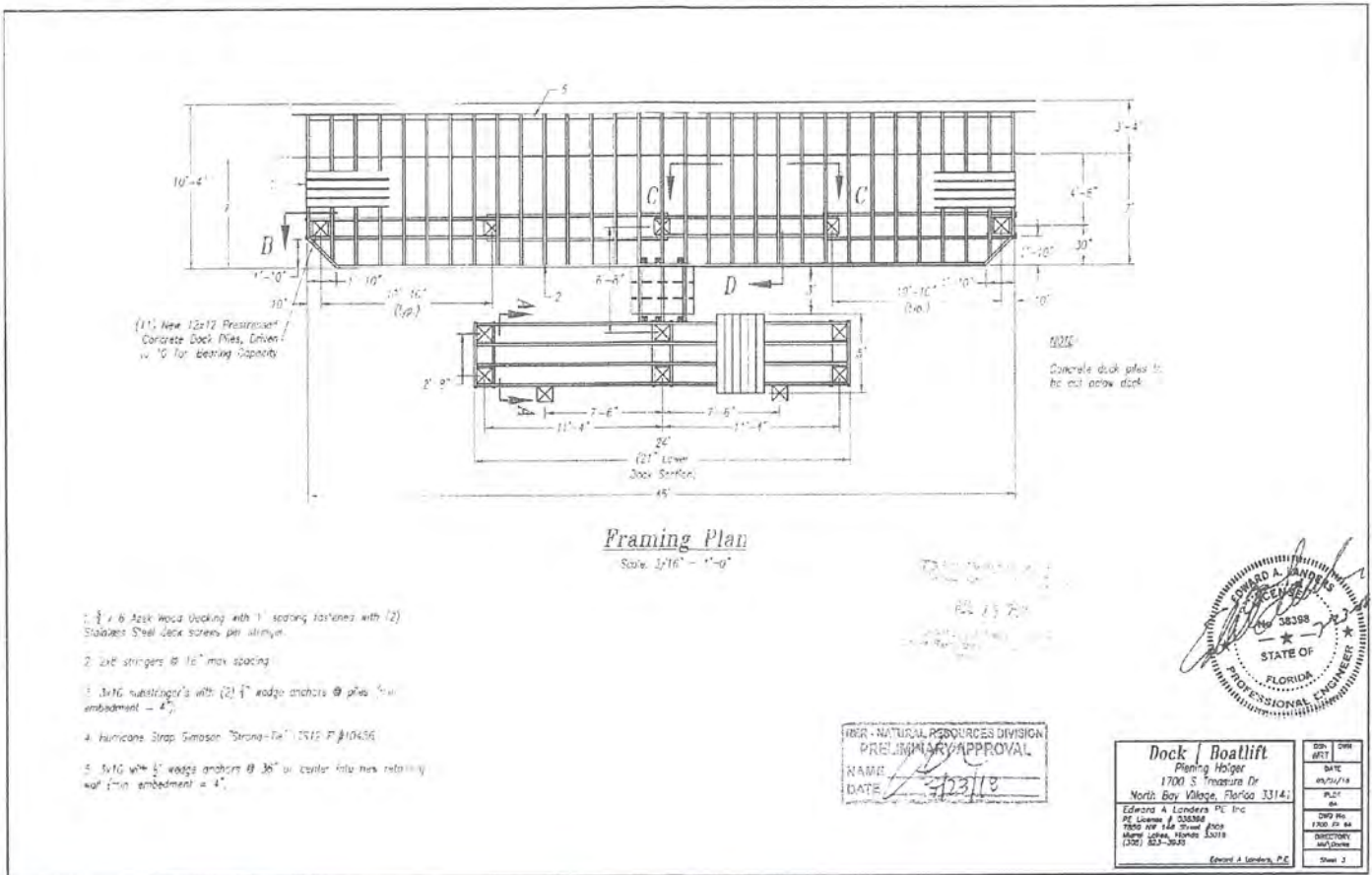


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Agenda Item 11A

Staff Report
Dock Permit Request

Applicant: Holger Piening & Andrea Franke
1700 S Treasure Drive



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Agenda Item 11A



North Bay Village

Administrative Offices


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

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

MEMORANDUM North Bay Village

DATE: August 29, 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, GRANTING A WAIVER, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

LV:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 11A

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, GRANTING A WAIVER, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

WHEREAS, Holger Piening and Andrea Franke has requested a Building Permit to construct a new dock and boatlift at 1700 South Treasure Drive, Treasure Island, in the RS-2, Medium Density Single-Family Zoning District, North Bay Village, Florida; and

WHEREAS, Pursuant to Section 9.12 of the Village Code, docks are to be constructed no more than 25 feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the Village, unless such construction is necessary based on federal, state, or local laws; and

WHEREAS, the structures will extend 30 feet from the existing seawall into Biscayne Bay; and

WHEREAS, the Department of Regulatory and Economic Resources (DERM) has granted preliminary approval of the dock and boatlift; and

WHEREAS, Section 9.12(B) authorizes the Village Commission to consider the approval of docks greater than 25 feet upon the following determination:

1. If Miami-Dade Department of Environmental Management has required specific depth or location criteria; and
2. If the applicant has provided to the Village notarized letter(s) of consent from adjoining riparian property owners; and
3. If the Village has received any letter(s) of objection from adjoining riparian property owners; and
4. Any other factors relevant to the specific site.

WHEREAS, Sections 9.12 of the North Bay Village Code of Ordinances require all applications for construction of docks and boatlifts to be approved by the Village Commission; and

Agenda Item 11A

WHEREAS, in accordance with Section 9.12 of the Village Code, a public hearing by the Village Commission was noticed for September 11, 2018, at 7:30 p.m. at Village Hall, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission.

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

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Findings.

In accordance with Section 5.4 of the Village Code, the Village Commission, having considered the testimony and evidence in the record presented by all parties, finds that the dock and the boatlift are safe and environmentally compatible

Section 3. Grant.

In accordance with Section 9.12(B) of the North Bay Village Code of Ordinances, a waiver is granted to construct a dock and a boatlift, which structures will extend 30 feet from the existing seawall into Biscayne Bay as requested by Holger Piening & Andre Franke for the property situated at 1700 South Treasure Drive.

Section 4. Conditions.

Approval is granted with the condition that the following items are met prior to issuance of a Building Permit:

1. A safety light shall be placed on at least one of the boat lift pilings which is furthest from the seawall. The light shall be illuminated from one half hour prior to sunset to one half hour after sunrise.
2. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

Agenda Item 11A

4. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Section 5. Appeal.

In accordance with Section 4.6 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 6. Violation of Terms and Conditions.

Failure to adhere to the terms and conditions contained in this Resolution in Section 4 shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to the revocation of any of the approval(s) granted in this Resolution.

The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

Section 7. Effective Date.

This Resolution shall become effective upon its adoption.

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

Agenda Item 11A

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this 11th day of October 2017.

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: Construction of New Dock and Boatlift- 1700 South Treasure Drive

Agenda Item 11A



North Bay Village

Administrative Offices

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

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

09/11/20 1:51 PM

DOCK APPLICATION FOR PUBLIC HEARING

Page 1 of 3

Site Address 1700 S. Treasure Drive, North Bay Village, FL 33141

Owner Name Holger Piening/ Andrea Franke Owner Phone # (305) 858-0220

Owner Mailing Address C/O Nicole J. Huesmann, P.A., 150 Alhambra Circle, Suite 1150, Coral Gables, FL 33134

Applicant Name Holger Piening/ Andrea Franke Applicant Phone # (305) 858-0220

Applicant Mailing Address C/O Nicole J. Huesmann, P.A., 150 Alhambra Circle, Suite 1150, Coral Gables, FL 33134

Contact Person Nicole Huesmann Contact Phone # (305) 858-0220

Contact Email Address njhuesmann@njhlaw.com

Legal Description of Property Lot 5, Block 1, Treasure Island, PB 50-67

Existing Zoning single family Lot Size 60 X 150 Folio Number 23-3209-009-0050

Legal Description See above

Project Description dock and boat lift, Class I Permit Application CLI 2017-0534

Dock Length Measured Perpendicular from Seawall DOCK + BOAT LIFT 30' 6"

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

- | | |
|--|---|
| <input checked="" type="checkbox"/> Site plans which depict: | <input checked="" type="checkbox"/> Property survey |
| North point | <input checked="" type="checkbox"/> Elevations |
| Scale at 1/16 inch to the foot, or larger | <input checked="" type="checkbox"/> DERM approval |
| Date of preparation | <input checked="" type="checkbox"/> Application fees |
| Dock structures | <input checked="" type="checkbox"/> Cost recovery deposit |
| Any mechanical equipment | |
| Any exterior lighting | |
| Any other physical features | |

Agenda Item 11A

ISSUED 08 14 51 PM

DOCK APPLICATION FOR PUBLIC HEARING

Page 2 of 3

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

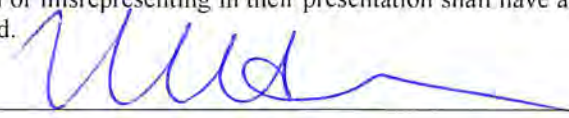
All requests for dock approval from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least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

All persons, firms, or corporations requesting dock approval from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such a variance request, pursuant to Section 152.110 of the Village Code.

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

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

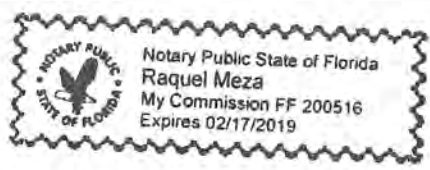
I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges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

Authorized Signature 

Print Name Nicole J. Huesmann, as attorney in fact for Holger Piening and Andrea Franke

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

STATE OF FLORIDA
COUNTY OF MIAMI-DADE



Sworn to and subscribed to before me this 16th day of August, 2018,

by Nicole J. Huesmann, as attorney in fact for Holger Piening and Andrea Franke,

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

Notary Public Signature 

Commission Number/Expiration FF 200516 exp. 2/17/19

Agenda Item 11A

1880520 1:52PM

DOCK APPLICATION FOR PUBLIC HEARING

Page 3 of 3

Office Use Only:

Date Submitted: 8/20/18

Tentative Meeting Date: 9/11/18

Fee Paid: \$ 2,300

Cash or Check # 5443

Date Paid: 8/20/18

Agenda Item 11A

18AUG20 1:52PM

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that **Holger Piening and Andrea Franke**, have made, constituted and appointed, and by these presents do make, constitute and appoint **Nicole J. Huesmann** their true and lawful attorney for them and in their names, place and stead, giving and granting unto **Nicole J. Huesmann** full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as they might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that **Nicole J. Huesmann** shall lawfully do or cause to be done by virtue hereof.

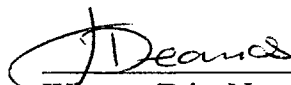
This Power is specifically intended to empower **Nicole J. Huesmann** to take any and all actions and to execute any and all instruments necessary to effectuate destruction and construction of the following legally described property including, but not limited to, the execution and delivery of any contracts for architectural, construction and building purposes, plan and permit applications to North Bay Village/Miami-Dade County, Florida, Notices of Commencements and any other agreements, documents or affidavits required for the destruction and construction, in the form acceptable to **Holger Piening and Andrea Franke**, in their sole discretion, and they hereby confirm and ratify any and all actions taken by **Nicole J. Huesmann** on their behalf prior to this date:

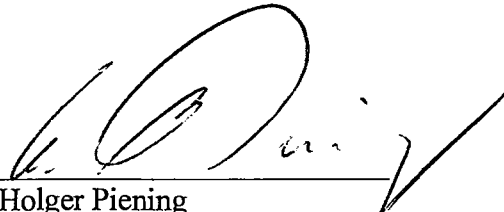
Lot 5, Block 1, Treasure Island as per plat thereof in Plat Book 50 Page 57, of the Public Records of Miami-Dade County, Florida.

Address: 1700 South Treasure Drive, North Bay Village, Florida 33141


IN WITNESS WHEREOF, the undersigned has executed this instrument on the 23rd day of April, 2014.

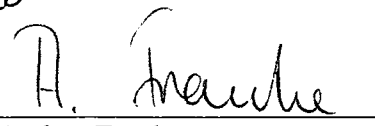
Signed and delivered in the presence of:

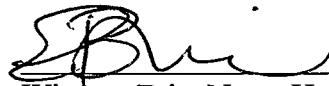

Witness (Print Name Here): Jennifer DeArmas


Holger Piening


Witness (Print Name Here): Erica Blanco


Witness (Print Name Here): Jennifer DeArmas


Andrea Franke


Witness (Print Name Here): Erica Blanco

Agenda Item 11A

Page 2

18 AUG 20 1:52 PM

Power of Attorney

STATE OF FLORIDA)

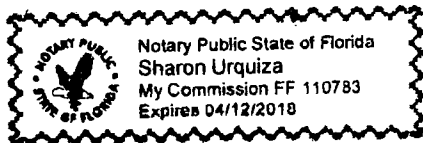
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 23rd day of April, 2014, by **Holger Piening and Andrea Franke**, who are personally known to me or who have produced German Passports as identification, who did not take an oath, and they acknowledged before me that they executed the foregoing instrument as their free act and deed.


NOTARY PUBLIC, STATE OF FLORIDA
Print Name:

My Commission Expires:

[Affix Seal]



Agenda Item 11A



North Bay Village

Administrative Offices

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

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

RE: AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE, PROPERTY OWNERS OF 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR A, WAIVER, PURSUANT TO SECTION 9.12(B)(6) OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT REGULATIONS, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Dated this 22nd day of August 2018.

Yvonne P. Hamilton
Village Clerk

(North Bay Village Commission Meeting – September 11, 2018)

Agenda Item 11A



North Bay Village

Administrative Offices

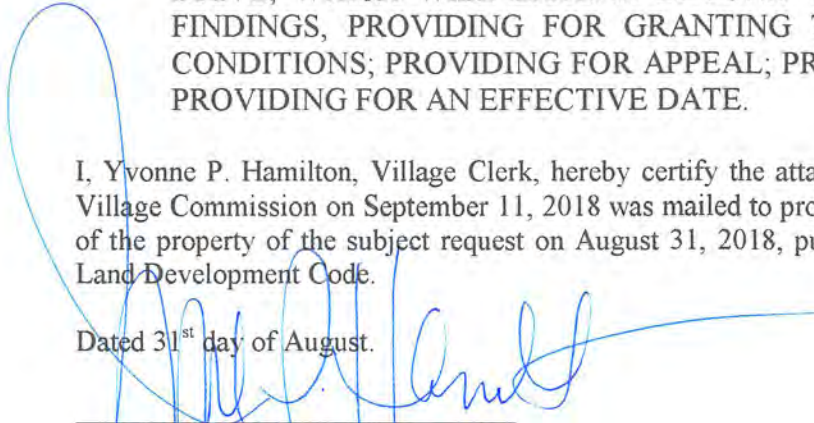
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

RE: AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE, PROPERTY OWNERS OF 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR A, WAIVER, PURSUANT TO SECTION 9.12(B)(6) OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT REGULATIONS, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

I, Yvonne P. Hamilton, Village Clerk, hereby certify the attached Notice of Public Hearing before the Village Commission on September 11, 2018 was mailed to property owners and residents within 300 feet of the property of the subject request on August 31, 2018, pursuant to Section 4.4(4)(b) of the Unified Land Development Code.

Dated 31st day of August.



Yvonne P. Hamilton, CMC
Village Clerk

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 11A



North Bay Village

Administrative Offices

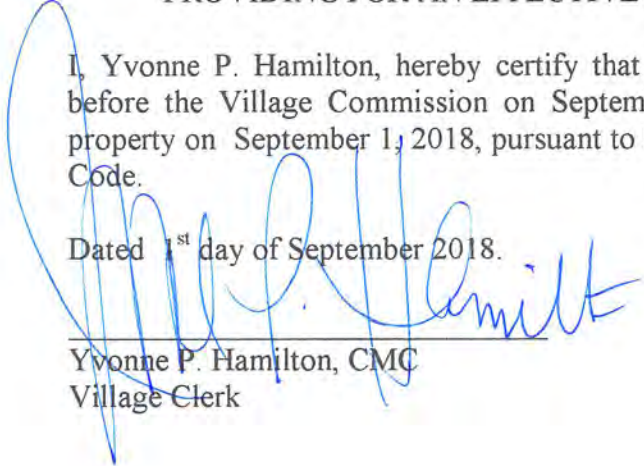
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

RE: AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE, PROPERTY OWNERS OF 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR A, WAIVER, PURSUANT TO SECTION 9.12(B)(6) OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT REGULATIONS, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held before the Village Commission on September 11, 2018 was posted at the above-referenced property on September 1, 2018, pursuant to Section 4.4(A)(6) of the Unified Land Development Code.

Dated 1st day of September 2018.


Yvonne P. Hamilton, CMC
Village Clerk

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 11A



NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, SEPTEMBER 11, 2018** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUEST:

1. AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKE, PROPERTY OWNERS OF 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR A, WAIVER, PURSUANT TO SECTION 9.12(B)(6) OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT REGULATIONS, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS; PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(August 28, 2018)



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Agenda Item 11A

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CURRENTOWNER/ OCCUPANT
1740 S TREASURE DR
North Bay Village, 33141-4335

CURRENTOWNER/ OCCUPANT
1730 S TREASURE DR
North Bay Village, 33141-4335

CURRENTOWNER/ OCCUPANT
1720 S TREASURE DR
North Bay Village, 33141-4335

CURRENTOWNER/ OCCUPANT
1710 S TREASURE DR
North Bay Village, 33141-4335

CURRENTOWNER/ OCCUPANT
1700 S TREASURE DR
North Bay Village, 33141-4335

CURRENTOWNER/ OCCUPANT
1690 S TREASURE DR
North Bay Village, 33141-4129

CURRENTOWNER/ OCCUPANT
1680 S TREASURE DR
North Bay Village, 33141-4129

CURRENTOWNER/ OCCUPANT
1670 S TREASURE DR
North Bay Village, 33141-4129

CURRENTOWNER/ OCCUPANT
1660 S TREASURE DR
North Bay Village, 33141-4129

CURRENTOWNER/ OCCUPANT
1650 S TREASURE DR
North Bay Village, 33141-4129

CURRENTOWNER/ OCCUPANT
7505 CUTLASS AVE
North Bay Village, 33141-4113

CURRENTOWNER/ OCCUPANT
1641 S TREASURE DR
North Bay Village, 33141-4128

CURRENTOWNER/ OCCUPANT
1671 S TREASURE DR
North Bay Village, 33141-4128

CURRENTOWNER/ OCCUPANT
7504 HISPANOLA AVE
North Bay Village, 33141-4120

CURRENTOWNER/ OCCUPANT
7508 HISPANOLA AVE
North Bay Village, 33141-4120

CURRENTOWNER/ OCCUPANT
7512 HISPANOLA AVE
North Bay Village, 33141-4120

CURRENTOWNER/ OCCUPANT
7517 HISPANOLA AVE
North Bay Village, 33141-4119

CURRENTOWNER/ OCCUPANT
7513 HISPANOLA AVE
North Bay Village, 33141-4119

CURRENTOWNER/ OCCUPANT
7509 HISPANOLA AVE
North Bay Village, 33141-4119

CURRENTOWNER/ OCCUPANT
7505 HISPANOLA AVE
North Bay Village, 33141-4119

CURRENTOWNER/ OCCUPANT
1701 S TREASURE DR
North Bay Village, 33141-4334

CURRENTOWNER/ OCCUPANT
1721 S TREASURE DR
North Bay Village, 33141-4334

CURRENTOWNER/ OCCUPANT
7504 MUTINY AVE
North Bay Village, 33141-4333

CURRENTOWNER/ OCCUPANT
7508 MUTINY AVE
North Bay Village, 33141-4333

CURRENTOWNER/ OCCUPANT
7512 MUTINY AVE
North Bay Village, 33141-4333

CURRENTOWNER/ OCCUPANT
7516 MUTINY AVE
North Bay Village, 33141-4333

CURRENTOWNER/ OCCUPANT
7513 MUTINY AVE
North Bay Village, 33141-4332

CURRENTOWNER/ OCCUPANT
7509 MUTINY AVE
North Bay Village, 33141-4332

CURRENTOWNER/ OCCUPANT
7505 MUTINY AVE
North Bay Village, 33141-4332

CURRENTOWNER/ OCCUPANT
1741 S TREASURE DR
North Bay Village, 33141-4334

Agenda Item 11A

CURRENTOWNER/ OCCUPANT
1771 S TREASURE DR
North Bay Village, 33141-4334

CURRENTOWNER/ OCCUPANT
7504 JEWEL AVE
North Bay Village, 33141-4331

CURRENTOWNER/ OCCUPANT
1750 S TREASURE DR
North Bay Village, 33141-4348

Agenda Item 11B

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE VILLAGE CODE OF ORDINANCES ENTITLED “GARBAGE, TRASH, AND WEEDS” BY CREATING SECTION 94.25, “PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS”; AMENDING SECTION 153.04 “SCHEDULE OF CIVIL PENALTIES”; PROVIDING FOR ENFORCEMENT; CODIFICATION; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS, VICE MAYOR ANDREANA JACKSON, COMMISSIONER JOSE ALVAREZ, COMMISSIONER LAURA CATTABRIGA, AND COMMISSIONER EDDIE LIM)

WHEREAS, North Bay Village (“Village”) is committed to environmental conscientiousness and leadership, and towards that end has previously adopted ordinances prohibiting the sale or use of polystyrene food service articles by Village contractors, special event permittees, food service providers, and stores; and

WHEREAS, the Village finds that plastic straws are non-biodegradable and when irresponsibly discarded pose an environmental hazard to health, safety and welfare of the residents and visitors of the Village as well as negatively impacting water quality and the surrounding marine life; and

WHEREAS, the Village finds that it is in the public interest, safety, and welfare to reduce litter and pollutants on the lands and in the waters of the Village; and

WHEREAS, discarded plastic straws threaten wildlife and marine life and degrade and litter the beaches and waters off of Florida’s coast, which include areas within the Village; and

WHEREAS, plastic straws constitute a portion of the litter in the Village’s streets, parks, public places, and waterfront areas; and

WHEREAS, the use, sale, and distribution of plastic straws has a detrimental effect on the Village’s environment; and

WHEREAS, the Village Commission finds that there are reasonable, environmentally-friendly alternatives to plastic straws, including straws made of paper, plant, vegetable and other natural products are available and are a more environmentally - friendly alternative to plastic straws; and

Agenda Item 11B

WHEREAS, the Village Commission wishes to amend Chapter 94 of the Village's Code to create Section 94.25 to prohibit the sale, distribution, and use of plastic straws; and

WHEREAS, the Village Commission finds that this Ordinance is necessary for the preservation and improvement of the environment, public health, safety and welfare of the Village's residents and visitors.

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

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

Section 2. Village Code Amended. The North Bay Village Code of Ordinances is hereby amended by adding Section 94.25, which section reads as follows:

Section 94-25. Prohibition on Distribution, Sale or Use of Plastic Straws.

(a) **Definitions.** For purposes of this section, the following definitions apply:

(1) Natural products mean an item containing nothing artificial or synthetic in its compounds while it remains a whole item and throughout its decomposition process.

(2) "Distribution" or to "distribute" shall mean the vending, sale, giving, deployment or delivering for any purpose of a plastic straw, other than as defined herein, whether or not incident to the sale, vending or provision of any kind of beverage

(3) Plastic Straw shall mean a straw provided, sold, or distributed for the purpose of imbibing liquids or transferring a beverage from its container to the mouth of the drinker by suction, which is made predominantly of plastic derived from petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene, and which is intended for a single-use.

(4) Special Event Permittee shall mean any person or entity, and their subcontractor(s), issued a special event permit by the Village for a special event on Village property or in a Village facility,

Agenda Item 11B

(5) Village Facility includes, but is not limited to, any building, structure, park, beach, road, street, right-of-way, or other facility owned, operated or managed by the Village.

(4) Village Property includes, but is not limited to, any land, water, or air rights owned, operated or managed by the Village.

(b) Plastic Straws Prohibited; Exceptions

(1) A Plastic Straw shall not be used, sold, or distributed in any commercial establishment or at any Village Facility or Village Property or by any Special Event Permittee.

(2) Exceptions.

- a. This prohibition shall not apply to pre-packaged drinks sold at commercial establishments.
- b. This prohibition shall not apply to medical or dental facilities.
- c. This prohibition shall not apply to the school district or county, state, or federal governmental entities.

(c) Enforcement; Penalties

(1) Following adoption of this Section, the Village shall engage in public education efforts to inform commercial establishments of the provisions of this Section and to provide assistance with identifying alternatives to Plastic Straws.

(2) Beginning ninety (90) days after the adoption of this Ordinance, the Village's Code Enforcement Department shall enforce all provisions of this Section.

(3) Penalties for violations of the provisions of this Section shall be enforced through Chapter 153 of the Village Code.

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

Section Description of Violation

94.25(b) Using, selling, or distributing plastic straws in Village commercial establishment, at Village facility, Village property, or by Special Event Permittee.

Penalty for violation of Sections 94.25(b)

- (a) First violation within a 12-month period.....\$100.00
- (b) Second violation within a 12-month period.....\$200.00
- (c) Third or subsequent violation within a 12-month period..\$500.00

Agenda Item 11B

Section 3. Codification. It is the intent of the Village Commission that the provisions of this Ordinance shall become and be made a part of the North Bay Village Code of Ordinances, and that the sections of this Ordinance may be re-numbered or re-lettered, and the word “Ordinance” may be changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Conflicts. All Ordinances or parts of Ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

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

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

THE VOTES WERE AS FOLLOW:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Andreana Jackson	<u>Yes</u>
Commissioner Jose Alvarez	Yes
Commissioner Laura Cattabriga	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

APPROVED ON FIRST READING during a regular session of the North Bay Village Commission Meeting this 10th day of September 2018.

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

Agenda Item 11B

FINAL VOTE ON ADOPTION:

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

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

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne Hamilton, CMC
Village Clerk

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

Norman Powell, Esq.
Village Attorney

North Bay Village Ordinance-Prohibition on Distribution, Sale, or use of Plastic Straws.

Agenda Item 11B



North Bay Village

Administrative Offices

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

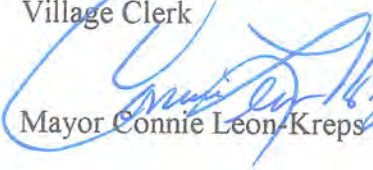
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: June 28, 2018

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Mayor Connie Leon-Kreps

SUBJECT: Introduction of Ordinance

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

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE VILLAGE CODE OF ORDINANCES ENTITLED "GARBAGE, TRASH, AND WEEDS" BY CREATING SECTION 94.25, "PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS"; AMENDING SECTION 153.04 "SCHEDULE OF CIVIL PENALTIES"; PROVIDING FOR ENFORCEMENT; CODIFICATION; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE.

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

CLK:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 11B



North Bay Village

Administrative Offices

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MEMORANDUM North Bay Village

DATE: June 25, 2018

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Vice Mayor Andreana Jackson

SUBJECT: Introduction of Ordinance

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

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE VILLAGE CODE OF ORDINANCES ENTITLED "GARBAGE, TRASH, AND WEEDS" BY CREATING SECTION 94.25, "PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS"; AMENDING SECTION 153.04 "SCHEDULE OF CIVIL PENALTIES"; PROVIDING FOR ENFORCEMENT; CODIFICATION; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE.

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

AJ:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 11B



North Bay Village

Administrative Offices

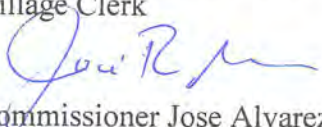
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM North Bay Village

DATE: June 25, 2018

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Commissioner Jose Alvarez

SUBJECT: Introduction of Ordinance

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

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

JA:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 11B



North Bay Village

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MEMORANDUM North Bay Village

DATE: June 28, 2018
TO: Yvonne P. Hamilton, CMC
Village Clerk
FROM: Commissioner Laura Cattabriga
SUBJECT: Introduction of Ordinance

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

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

LC:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie King

Agenda Item 11B



North Bay Village

Administrative Offices

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MEMORANDUM North Bay Village

DATE: June 25, 2018

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Commissioner Eddie Lim

SUBJECT: Introduction of Ordinance

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

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE VILLAGE CODE OF ORDINANCES ENTITLED "GARBAGE, TRASH, AND WEEDS" BY CREATING SECTION 94.25, "PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS"; AMENDING SECTION 153.04 "SCHEDULE OF CIVIL PENALTIES"; PROVIDING FOR ENFORCEMENT; CODIFICATION; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE.

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

EL:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

HIGH SCHOOLS ROUNDUP

Mourning tennis coach receives national honor

By BILL DALEY
Special to the Miami Herald

Last week was a pretty special one for Alonzo and Tracy Mourning tennis coach Todd Rubinstein. That's because Rubinstein made the trip to the Grand Hyatt in New York City to accept a special award as he was named the 2018 United States Professional Tennis Association National High School Tennis Coach of the Year. To draw a comparison, it's kind of like winning an Emmy in the tennis industry.

"I am beyond flattered and sincerely grateful to receive this unbelievable recognition, as it's truly the pinnacle of a lifetime's work in the industry," said Rubinstein, who is a former No. 1-ranked player in Florida in singles and doubles and was also the USPTA Florida High School Coach of the Year in 2017.

"It takes a team of selfless individuals to achieve success at any level and without my remarkable team at Mourning High, this incredible honor could have never been possible."

Rubinstein was also the Team USA tennis coach at the 20th World Maccabiah Games in Israel and a former member of the FISAA Tennis Advisory Committee.

His teams have won more than 400 matches, and he helped guide Mourning to its only two individual state championships, Tom Jaworski (2016) and the doubles team of Jaworski, Edward Luca in

2017. "I want to thank [athletic director] Latoya Williams, [principal] Christopher Shinn and the rest of the school's administration, teachers, trainers and staff for everything they have helped me achieve," Rubinstein said. "I would also like to acknowledge every parent and player [past and present] for trusting me in the process and as well, my incredible family for supporting me over the years."

GIRLS' VOLLEYBALL

- **Coral Springs Charter 4 St. Andrews** 3-0 (13-25, 25-23, 25-21, 25-20, 15-13) Ashley Kammert 45 assists, 11 digs, 18 service points; Diana Di Marco 12 digs, 2 service points, 3 net; Janina Mullan 12 digs, 3 service points; CSC 3-0
- **Buena Vista** 3-0 (25-12, 25-23, 25-23) Alyssa Rodriguez 13 sets, 27 digs, 4 net; Madison Perez 28 service points, 8 digs; Adriana de la Cruz 8 sets, 31 digs, 27 digs, 1 net
- **St. Thomas Aquinas** 3-0 (25-22, 25-23, 25-23) Gabi Caplan 22 sets, 25 digs, 15 net; Madison Perez 28 service points, 8 digs; Adriana de la Cruz 8 sets, 31 digs, 27 digs, 1 net
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BOYS' GOLF

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GIRLS' SOFTBALL

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BOYS' TENNIS

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U.S. OPEN

tournament, so both of us are going to be looking forward to continuing to play better," Venus said. "Obviously, it's definitely a tough draw."

Defending champion Sloane Stephens of Coral Springs and two-time U.S. Open finalist Victoria Azarenka also will meet in the third round after victories on another hot and humid day at the final Grand Slam tournament of the year, where simply winning wasn't enough.

Winning quickly and getting back indoors was on everyone's mind.

"Yeah, I'm very happy about that," Azarenka said after overpowering No. 25 seed Daria Gavrilova of Australia 6-1, 6-2.

Venus Williams was spared some of the most direct sun by playing in the rebuilt Luis Armstrong Stadium, which is well-shaded. But there was only so much protection available on a day when temperatures soared into the mid-90s for the second straight day.

"Maybe the hottest conditions I have every played in," No. 20 seed Benza Cornet said after winning his second-round match in straight sets.

An extreme heat rule was to remain in effect until further notice, allowing men to take a 10-minute break between the third and fourth set of singles matches, and women to do so between their second and third sets.

Other seeded winners on the women's side included No. 7 Elena Svitolina, No. 8 Karolina Pliskova, No. 15 Elise Mertens, No. 19 Anastasia Sevastova and No. 23 Barbora Strýcová, all in straight sets.

"Especially with the heat, I wanted to make the match a little shorter," Mertens said.

Juan Martin del Potro beat American Dennis Kudla 6-3, 6-1, 7-6 (7-4), but there won't be a third-round meeting of past champions in the third round. The 2009 winner will face No. 31 seed Fernando Verdasco, who ended 2012 winner Andy Murray's return to the U.S. Open after a year absence with a 7-5, 2-6, 6-4, 6-4 victory.

Stan Wawrinka ran his U.S. Open winning streak to nine, and the 2016 champion will next meet No. 25 seed Milos Raonic. But No. 15 seed Stefanos Tsitsipas was eliminated in the second round, a surprisingly early exit after his strong hard-court season.

ATTIRE FLAP

The U.S. Tennis Association acknowledged that a chair umpire incorrectly warned French player Alize Cornet for changing her shirt on court — the latest example in recent days of ways in which men and women are treated differently in tennis.

Off court during a 10-minute indoor break because of excessive heat during Tuesday's first-round match, Cornet changed out of her sweat-soaked outfit. She rushed to get dressed before play resumed, she said, and put her top on backward, but didn't realize there was a problem until her boyfriend pointed it out.

That's when, standing behind a baseline, Cornet pulled off her shirt and put it back on the right way.

Chair umpire Christian Rask then admonished Cornet during her 4-6, 6-3, 6-2 loss to Sweden's Johanna Larsson.

"Of course, I was surprised when I just changed [the] T-shirt really quick, and he gave me the code violation," Cornet said at a news conference Wednesday.

"I didn't expect it, and I told him it was pretty weird."

CITY OF SUNNY ISLES BEACH

NOTICE OF SPECIAL CITY COMMISSION MEETING

NOTICE is hereby given that a Special City Commission Meeting will be held by the City Commission in the Sunny Isles Beach Government Center, David P. Samson Commission Chambers, 18070 Collins Avenue, Sunny Isles Beach, Florida on **Tuesday, September 4, 2018, at 5:30 p.m.** to consider after public hearing adopting the City of Sunny Isles Beach proposed Ad Valorem Tax Millage Levy Rate, and to consider after public hearing adopting on first reading the tentative Operating and Capital Outlay Budget Ordinance for the Fiscal Year Commencing October 1, 2018 through September 30, 2019.

All persons are invited to appear at this meeting or to be represented by an agent, or to express their views in writing addressed to the City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida, 33160.

Copies of the documents for this meeting is available for public inspection during normal business hours in City Hall. Inquiries regarding these items may be directed to the Acting Finance Director Tiffany Neely at 305-792-1707.

Mauricio Betancur, City Clerk

In accordance with the Americans with Disabilities Act, all persons who are disabled and who need special accommodations to participate in any meeting because of that disability should contact the City Manager at 305-947-0606, no later than 48 hours prior to the proceeding.

NORTH BAY VILLAGE

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, SEPTEMBER 11, 2018** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUESTS:

1. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE VILLAGE CODE OF ORDINANCES ENTITLED "GARBAGE, TRASH, AND WEEDS" BY CREATING SECTION 94.25, "PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS"; AMENDING SECTION 153.04 "SCHEDULE OF CIVIL PENALTIES"; PROVIDING FOR ENFORCEMENT; CODIFICATION; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE. (SECOND READING)
2. AN APPLICATION BY HOLGER PIENING AND ANDREA FRANKLE, PROPERTY OWNERS OF 1700 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR A WAIVER, PURSUANT TO SECTION 9.12(B)(6) OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT REGULATIONS, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33411. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 258.00(6), FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

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

YVONNE P. HAMILTON, CMC
VILLAGE CLERK
(August 22, 2018)

Agenda Item 13A



North Bay Village

Administrative Offices

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

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: August 30, 2018

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

FROM: Yvonne P. Hamilton, CMC
Village Clerk

SUBJECT: Business Development Advisory Board Appointment

It is recommended that the Village Commission consider the appointment of Nicholas Quay to the Business Development Advisory Board. Pursuant to Section 32.79, the Board is to consist of five (5) members. Chair Kokoa Woodget, Miguel Barbagallo and Tim Dennis currently serve on the Board.

In accordance with Section 32.02 of the Village Code, members shall be appointed by a majority vote of the Commission.

/yph

Attachment: Advisory Board Application

Mayor
Connie Leon-Kreps

Vice Mayor
Andreanna Jackson

Commissioner
Jose R. Alvarez

Commissioner
Laura Cattabriga

Commissioner
Eddie Lim

Agenda Item 13A



North Bay Village

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

BOARD/COMMITTEE APPLICATION

NAME Nicholas Quay

DATE 6/14/2018

MAILING ADDRESS 8000 West Drive, Unit 422, North Bay Village FL 33141

EMAIL Nick@NickQuay.com

TELEPHONE # 786-797-3162

VILLAGE RESIDENT: YES X NO _____

HOW MANY YEARS 1.5

BUSINESS OWNER: YES X NO _____

PAST OR PRESENT past & present

NAME AND ADDRESS OF BUSINESS

Nick Quay Real Estate Group at Coldwell Banker: 1682 Jefferson Ave Suite 103, Miami Beach FL 33139

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? I've been selling real estate here for 10+ years

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY BOARD

COMMUNITY ENHANCEMENT BOARD

ARTS, CULTURAL & SPECIAL EVENTS BOARD

PLANNING & ZONING BOARD

BUSINESS DEVELOPMENT ADVISORY BOARD

YOUTH & EDUCATION SERVICES BOARD

CITIZENS BUDGET AND OVERSIGHT BOARD

SPECIAL NEEDS ADVISORY BOARD

SIGNAGE REVIEW COMMITTEE

ARE YOU AVAILABLE FOR EVENING MEETINGS?

YES X NO _____

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE?

YES _____ NO X

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE?

YES _____ NO X

ARE YOU A REGISTERED VOTER?

YES X NO _____

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

I have a background in Hospitality Management and have also been active in real estate for 13 years. I volunteer with different groups and currently coach a Special Olympics paddleboard team.

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

As a certified negotiations expert with professional experience ranging from start-ups, business development, hospitality, and real estate I feel I would be an asset to the community who can not only bring in personal contacts but promote community opportunities that will benefit North Bay Village while finding a win win situation for all. I specialize in high touch customer service, local product knowledge, and understanding peoples needs. This is what I do on a daily basis and would love an opportunity to apply my experience and passion for people and service to working for the community to attract new businesses that will benefit both the residents and city as well. I also love to speak publicly or on video and feel I can apply this to achieve results I can tasked to complete by the commission and committee members.

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

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§ 32.01

NORTH BAY VILLAGE CODE

(B) The Village Manager is designated and appointed as the head of the Police Department, Maintenance Department, Water Department, and Clerical Department of the Village. The Village Manager is hereby authorized, empowered, and instructed to direct the operations of each of the Departments.

(1964 Code, § 2-2; Ord. 118, passed 2-15-57)

§ 32.02 Vacancies of membership on Village Boards.

(A) Upon a vacancy, for any reason, of a Village Commission appointed membership on any Village Board, the Village Commission shall appoint a new member to fill the vacancy within 30 days of the occurrence of vacancy, or the next regular Village Commission meeting, whichever later occurs.

(B) Appointment of members to the various Boards of the Village, on their annual appointment or otherwise, shall be from a list of nominees. The Mayor and each Commissioner shall be entitled to nominate, without the necessity for a second, as many nominees as they desire. The Mayor and each Commissioner shall be entitled to vote for as many seats as are vacant and for which the Commission may make an appointment. The Mayor and the Commissioners shall vote by stating the names of their selections. Nominees receiving a vote from a majority of the Commission shall be appointed. Successive votes may be taken if required to select a nominee by a majority vote until each vacancy has been filled.

(C) If a member of any Board fails to attend two consecutive meetings without prior notification or fails to attend five meetings during a 12-month period, the Board, upon a majority vote, may request the Village Commission to remove the member and to appoint a successor for the unexpired term.

(Ord. 82-10, passed 12-22-82; Ord. No. 02-05, § 1, 3-12-02)

§ 32.03 Reserved.

Editor's note—Ord. No. 04-04, adopted Feb. 17, 2004, has been treated as superceding the provisions of § 32.03. Formerly, said section pertained to conclusion of term of all Village Boards as enacted by Ord. No. 83-09, adopted April 13, 1983; as amended.

§ 32.04 Reserved.

Editor's note—Ord. No. 04-04, adopted Feb. 17, 2004, has been treated as superceding the provisions of § 32.04. Formerly, said section pertained to nonresident appointments to Village Boards as enacted by Ord. No. 86-02, adopted May 27, 1986.

COMMUNITY ENHANCEMENT BOARD*

§ 32.10 Establishment.

In order to enhance the aesthetic appeal of this community by properly exercising its police power in accordance with the provisions of the Florida Home Rule Power Act, and recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further to preserve the quality of the environment which is a legitimate concern of the Village Commission, there is established a permanent Community Enhancement Board of the Village, it being understood that this Board and the powers and responsibilities granted it pursuant to this subchapter shall be in addition to any existing laws and remedies which presently exist or shall be enacted in the future.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.11 Composition.

There is hereby created the North Bay Village Community Enhancement Board which shall consist of five members who may reside at any location within the Village, or owners of businesses located within the confines, or designees of such business owners; all of whom shall serve for a period of two years concurrent with the regular scheduled election of the Commission as provided in Section 6.01 of the Charter.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

***Editor's note**—Ord. No. 04-04, adopted Feb. 17, 2004 amended ch. 32 by combining the provisions of the Beautification Board, §§ 32.10—32.13, with the Arts, Cultural and Special Events Board, §§ 32.55—32.60. Sections 32.55—32.60 have been renumbered as §§ 32.12—32.17 to conform to the numbering style of this Code.

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§ 32.75

NORTH BAY VILLAGE CODE

members as Chair and one of its members as Vice-Chair. The Chair shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chair shall act in his stead. The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board may designate its own Secretary and the Secretary shall make and furnish minutes of the Board's meetings.

(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

§ 32.76 Meetings; quorum; voting period.

(A) The Citizens Budget and Oversight Board shall hold regular monthly meetings, unless the Board chooses not to meet in a particular month, at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be open to the public. All meetings shall be publicly noticed to residents, homeowners, and property owners in accordance with the current practice of the Village Clerk in noticing meetings of the Village Commission. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board by postal mail or by email three days prior to the called meeting.

(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

§ 32.77 Powers and duties.

(A) The Citizens Budget and Oversight Board shall be charged with the duty and responsibilities to act in an advisory capacity to the Village Commission and Village Manager in matters pertaining to delivery of the following services:

- (1) Examine and analyze the budget.

- (2) Hold monthly meetings as needed.
- (3) Present reports to the Commission indicating whether the expenditures match those promised during the bond campaign.
- (4) Review the annual performance audit to analyze whether the Bond funds have been expended only for the specified project.
- (5) Examine, analyze, and make recommendations on the preliminary budget to the Commission.

(Ord. No. 2010-09, § 1, 12-14-10; Ord. No. 2013-07, § 2, 10-10-13)

BUSINESS DEVELOPMENT ADVISORY BOARD

§ 32.78 Establishment.

A Business Development Advisory Board is hereby created to establish a dialog with existing members of the North Bay Village business community and to provide recommendations for the recruitment of new commerce to become part of the Village.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.79 Composition.

There is hereby created the North Bay Village Business Development Advisory Board which shall consist of five members who may reside at any location within the Village, or owners of businesses located within the confines, or designees of such business owners; all of whom shall serve for a period of two years concurrent with the regular scheduled election of the Commission as provided in § 6.01 of the Charter.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.80 Qualifications.

The members of the Business Development Advisory Board shall be appointed and shall be qualified electors of the Village or own or operate a business within the Village for a minimum of one year. Resident members of the Board shall also be and remain during their respective terms

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of office, residents of the Village and shall have been a resident of North Bay Village for a minimum of two years.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.81 Terms; removal from office.

Members of the Board shall be appointed by the Village Commission pursuant to Section 32.02 of the Village Code, by a majority vote of the members present, concurrent with the regular scheduled election of the Commission; however, in order to maintain continuity, members shall serve until the new board is appointed after the election. Any member may be removed from the office by the Commission upon majority vote of the Commission members present.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.82 Vacancy.

In the event that a vacancy shall occur on the Board by resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member by a majority vote of the Commission.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.83 Power and duties.

The Business Development Advisory Board shall be charged with the following duties:

- (1) Appoint its own chair and vice-chair;
- (2) Appoint a secretary, who shall keep an accurate record of the Board's Meetings;
- (3) Provide monthly written reports containing its activities and recommendations concerning the economic development of the Village, including but not limited to, the existing business environment in the Village and what measures the Commission and Village staff may take to attract businesses to the Village.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.84 Officers.

The Business Development Advisory Board shall annually, each by majority vote, elect one of its members as Chair and one of its members as Vice-Chair. The Chair shall chair the meetings

of the Board, and shall be the representative of the Board to the Village Commission. In the case of the absence of the Chair at any meetings, the Vice-Chair shall act in his stead.

The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Commission as to the attendance of the meeting and submit the minutes of its meetings to the Village Commission monthly.

(Ord. No. 2014-06, § 2, 7-8-14)

§ 32.85 Meetings; quorum; voting period.

(A) The Business Development Advisory Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be publicly noticed to residents, homeowners, and property owners by publication on the Village's bulletin board or website. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.

(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

(Ord. No. 2014-06, § 2, 7-8-14)

SPECIAL NEEDS ADVISORY BOARD

§ 32.86 Created.

A Special Needs Advisory Board (the "Board") is hereby created which shall be composed of three members appointed by the Village Commission to serve at the pleasure of the Commission. Each member shall be appointed by a majority vote of the Village Commission.

(Ord. No. 2015-001, § 2, 1-13-15)

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North Bay Village

Administrative Offices

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

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

OFFICIAL AGENDA SPECIAL VILLAGE COMMISSION MEETING

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

MONDAY, JULY 30, 2018
6:30 P.M.

1. CALL TO ORDER

The Commission of North Bay Village, Florida met in special session, Monday, July 30, 2018, beginning at 6:45 P.M. in the Village Commission Chambers, 1666 Kennedy Causeway, #101, North Bay Village, Florida.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Present were the following:

Commissioner Jose Alvarez
Vice Mayor Andreana Jackson
Commissioner Jose Alvarez
Commissioner Laura Cattabriga
Commissioner Eddie Lim

Interim Village Manager Lewis Velken
Village Attorney Norman C. Powell
Finance Director Bert Wrains
Public Works Director Juan Valiente
Village Clerk Yvonne P. Hamilton
Deputy Village Clerk Graciela Mariot

3C. 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)

David Miller of Bryant Miller Olive, Village Labor Counsel, discussed the settlement agreement for Mrs. Menegazzo to resign her employment with the Village in exchange for any release and claims and payment of \$31,666.66.

Commissioner Laura Cattabriga moved the item to the floor and Vice Mayor Andreana Jackson seconded the motion.

The Mayor opened the floor to public comments.

The following addressed the Commission: Brent Latham of 7521 Beach View Drive, Dr. Douglas N. Hornsby of 1353 Bay Terrace, Petra Bowen of 7945 East Drive, and Kevin Vericker, of 7520 Hispanola Avenue, addressed the Commission.

The Mayor closed the floor to public comments.

The motion failed by a vote of 5-0. The vote was as follows: Vice Mayor Andreana Jackson, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting No.

Vice Mayor Andreana Jackson moved to approve a similar Resolution with an offer of two (2) month severance payment good until 5:00 P.M. on Friday August 3, 2018, and Commissioner Jose Alvarez seconded the motion.

Yolanda Menegazzo addressed the Commission.

The motion was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes. Commissioner Eddie Lim voted No.

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.**

Vice Mayor Andreana Jackson moved to approve the Resolution, and Commissioner Laura Cattabriga seconded the motion.

The Mayor opened the floor to public comments.

Dr. Douglas N. Hornsby of 1353 Bay Terrace addressed the Commission.

There being no other speakers, the Mayor closed the floor to public comments.

Vice Mayor Andreana Jackson thanked the members of the Advisory Charter Review Board for their work.

Village Attorney Norman Powell explained the process used by the Board in recommending Charter revisions to the Commission.

Vice Chair of the Charter Review Board Marvin Wilmoth thanked his fellow Board Members for their participation.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

- 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 Village Clerk read the Resolution by title.

Commissioner Laura Cattabriga moved to approve the Resolution, and Vice Mayor Andreana Jackson seconded the motion.

Village Attorney Powell and Mr. Wilmoth explained the revisions.

The Mayor opened the floor to public comments.

Kevin Vericker of 7520 Hispanola Avenue addressed the Commission.

The Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Andreana Jackson, Commissioner Laura Cattabriga, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes.

- 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 Village Clerk read the Resolution by title.

Vice Mayor Andreana Jackson moved the item to the floor, and Commissioner Laura Cattabriga seconded the motion.

Village Attorney Norman Powell and Vice Chair of Advisory Charter Review Board Marvin Wilmoth participated in discussion of the proposed salary increase for the Commission of \$750 per month for Commission members and \$875 per month for Mayor.

The Mayor opened the floor to public comments.

The following addressed the Commission: Dr. Douglas N. Hornsby, of 1353 Bay Terrace, Petra Bowen of 7945 East Drive, and Pilar Samoza, of 7510 Miami View Drive.

There being no other speakers, the Mayor closed the floor to public comments.

Vice Mayor Andreana Jackson moved to approve a 3% Cost of Living Cola for Commission members. Commissioner Eddie Lim seconded the motion, which failed by a 2-3 in favor. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting No. Vice Andreana Jackson and Commissioner Eddie Lim voted Yes.

Agenda Item 14A

Special Village Commission Meeting
July 30, 2018

Vice Mayor Andreana Jackson moved to approve the Resolution as submitted, and Commissioner Jose Alvarez seconded the motion, which was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Laura Cattabriga, and Commissioner Jose Alvarez all voting Yes. Vice Mayor Andreana Jackson voted No.

- 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 Village Clerk read the Resolution by title.

Commissioner Laura Cattabriga moved to approve the Resolution, and Commissioner Jose Alvarez seconded the motion.

Village Attorney Powell explained the revisions.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Andreana Jackson, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes.

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- 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 Village Clerk read the Resolution by title.

Commissioner Laura Cattabriga moved to approve the Resolution, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by 5-0 roll call vote. The vote was as follows: Vice Mayor Andreana Jackson, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes.

- 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 Village Clerk read the Resolution by title.

Vice Mayor Andreana Jackson moved to approve the Resolution, and Commissioner Laura Cattabriga seconded the motion.

The Mayor opened the floor to public comments.

Tim Dennis of 7900 Harbor Island Drive addressed the Commission.

There being no other speakers, the Mayor closed the floor to public comments.

The motion was adopted as amended by a 5-0 roll call vote to include “30 calendar days or less”. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting No. Vice Andreana Jackson and Commissioner Eddie Lim voted Yes.

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- 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 Village Clerk read the Resolution by title.

Vice Mayor Andreana Jackson moved to approve the Resolution, and Commissioner Eddie Lim seconded the motion.

Dr. Douglas N. Hornsby of 1353 Bay Terrace addressed the Commission.

There being no other speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

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- 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 Village Clerk read the Resolution by title.

Vice Mayor Andreana Jackson moved to approve the Resolution, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

- 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 Village Clerk read the Resolution by title.

Vice Mayor Andreana Jackson moved to approve the Resolution, and Commissioner Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments.

Kevin Vericker of 7520 Hispanola Avenue addressed the Commission.

There being no other speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

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- 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 Village Clerk read the Resolution by title.

Commissioner Laura Cattabriga moved to approve the Resolution, and Mayor Connie Leon-Kreps seconded the motion.

The Mayor opened the floor to public comments.

There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes. Vice Mayor Andreana Jackson voted No.

- 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 Village Clerk read the Resolution by title.

Commissioner Laura Cattabriga moved to approve the Resolution, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Andreana Jackson, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes.

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- 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 Village Clerk read the Resolution by title.

Commissioner Eddie Lim moved to approve the Resolution, and Commissioner Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments.

Dave Mendenhall of 7510 Miami View Drive and Kevin Vericker of 7520 Hispanola Avenue addressed the Commission.

There being no other speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jose Alvarez, Commissioner Laura Cattabriga, Vice Mayor Andreana Jackson, Mayor Connie Leon-Kreps, and Commissioner Eddie Lim all voting Yes.

- 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 Village Clerk read the Resolution by title.

Commissioner Laura Cattabriga moved to approve the Resolution, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to public comments.

There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 4-1 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes. Vice Mayor Andreana Jackson voted No.

- 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 Village Clerk read the Resolution by title.

Commissioner Laura Cattabriga moved to approve the Resolution, and Commissioner Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments.

Dr. Douglas N. Hornsby of 1353 Bay Terrace and Dr. Paul Norris of 1690 South Treasure Drive addressed the Commission.

The Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Andreana Jackson, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes.

- P. 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 RENUMERATIVE 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.**

The Village Clerk read the Resolution by title.

Village Attorney Powell explained the revisions.

Vice Mayor Andreana Jackson moved to approve the Resolution with the amendment to change “second degree of consanguinity” to “third degree of consanguinity”. Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments.

Kevin Vericker of 7520 Hispanola Avenue addressed the Commission.

There being no other speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

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- 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 Village Clerk read the Resolution by title.

Vice Mayor Andreana Jackson moved to approve the Resolution as amended to change second degree to “third degree”. Commissioner Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments.

Kevin Vericker of 7520 Hispanola Avenue addressed the Commission.

There being no other speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

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)*
- 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)*
- 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)*

Vice Mayor Andreana Jackson moved to approve the Consent Agenda. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

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 VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

Finance Director Bert Wrains explained the \$346,298 reimbursement from FEMA for Hurricane Erma expenditures.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

Vice Mayor Andreana Jackson moved to approve the Resolution. Commissioner Eddie Lim seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

- 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)**

Deputy Village Clerk Grace Mariot read the Resolution by title.

Interim Village Manager Lewis Velken and Finance Director Bert Wrains presented the item to the Commission and explained the proposed Millage Rate of 5.9 mills.

Vice Mayor Andreana Jackson moved to approve the Resolution, and Mayor Connie Leon-Kreps seconded the motion.

The Mayor opened the floor to public comments.

Petra Bowen of 7945 East Drive addressed the Commission.

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There being no further speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voted Yes.

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

Item 4 was not addressed.

5. ADJOURNMENT

The meeting adjourned at 10:49 P.M.

Prepared by: Yvonne P. Hamilton, Village Clerk

Adopted by North Bay Village on this _____ day of
September 2018.

Connie Leon-Kreps, Mayor



Agenda Item 14B

North Bay Village

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

**OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
VILLAGE HALL
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141
TUESDAY, JULY 10, 2018
6:30 P.M.**

1. CALL TO ORDER

The Commission of North Bay Village, Florida met in regular session, Tuesday, July 10, 2018, beginning at 6:46 P.M. in the Village Commission Chambers, 1666 Kennedy Causeway, #101, North Bay Village, Florida.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was recited.

ROLL CALL

Present were the following:

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

Police Chief Lewis Velken
Village Attorney Norman C. Powell
Finance Director Bert Wrains
Public Works Director Juan Valiente
Village Clerk Yvonne P. Hamilton
Deputy Village Clerk Graciela Mariot

Village Manager Marlen D. Martell was absent.

1. A. PROCLAMATIONS AND AWARDS

1.) NBV SCHOLARSHIP AWARDS

One Thousand Dollar (\$1,000) scholarships were awarded to five (5) North Bay Village graduating students: Allison Agudelo, Ezequiel Asis, Cassandra A. Rodriguez, Caroline Santos, and Victoria Terrego.

2.) **POLICE DEPARTMENT COMMENDATION**

Lieutenant Brian Collins, Sergeant Peter Guevera, Detective Manuel Casais, Officer Ismael Chevalier, and Officer Walter Sajdak were commended for their collective efforts in locating a missing 72 year old resident.

B. **CITIZEN PRESENTATIONS TO THE COMMISSION**

There were no presentations.

C. **ADDITIONS AND DELETIONS**

Mayor Connie Leon-Kreps requested Item 9A be removed from the Consent Agenda for discussion.

3. **GOOD & WELFARE**

The following addressed the Commission: Kevin Vericker, of 7520 Hispanola Avenue, Allen Markelson of 8000 East Drive, Fane Lozman, and Robert Godoy of 7611 Miami View Drive addressed the Commission.

4. **VILLAGE COMMISSION'S REPORT**

Mayor Connie Leon-Kreps brought the matter to the Commission to address an additional \$2,000 expenditure for the purchase of a 25K, \$25,000 generator that was previously approved by the Commission. Public Works Director Juan Valiente discussed his request to have a 50K commercial generator with more capacity, and factory and manufacture warranty built for \$27,000, instead.

Vice Mayor Andreana Jackson moved to approve the additional \$2,000 expenditure, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Vice Mayor Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

At this time Commissioner Laura Cattabriga requested to move Item 10E after Item 4.

Mr. Godoy presented information from eBay on a quote of \$8,500 for a 25K Generac generator.

Commissions' Report continued with Commissioner Laura Cattabriga, Vice Mayor Andreana Jackson, Commissioner Eddie Lim, and Commissioner Jose Alvarez providing oral reports.

Mr. Godroy of 7611 Miami View Drive informed the Commission that he googled generators and found a 25K for \$8,500.

Mayor Connie Leon-Kreps moved to reconsider the vote. Commissioner Jose Alvarez seconded the motion, which failed by a 4-1 roll call vote. The vote was as follows: Commissioner Laura Cattabriga, Vice Mayor Andreana Jackson, Commissioner Eddie Lim, and Commissioner Jose Alvarez all voting No. Mayor Connie Leon-Kreps voted Yes.

5. GRANT WRITER'S REPORT

Public Works Director Juan Valiente gave an update on the Baywalk Plaza South project. He noted easements for riparian rights were still being obtained from the proposed boardwalk project on the north side of the causeway.

The Village Grant Writer Lakeesha Morris provided the status of Village grants.

6. ADVISORY BOARD REPORTS

A. **ADVISORY CHARTER REVIEW BOARD**

The Chair Julianna Strout presented the Board Report.

B. **ARTS, CULTURAL & SPECIAL EVENTS BOARD**

A report was not provided.

C. **ANIMAL CONTROL ADVISORY BOARD**

A report was not provided.

D. **BUSINESS DEVELOPMENT ADVISORY BOARD**

A report was not provided.

E. **CITIZENS BUDGET & OVERSIGHT BOARD**

The Chair Julianna Strout presented the Board Report.

F. **COMMUNITY ENHANCEMENT BOARD**

A report was not provided.

G. PLANNING & ZONING BOARD

A report was not provided.

7. VILLAGE ATTORNEY'S REPORT

Village Attorney Norman C. Powell gave an oral report.

10E. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH MARLEN D. MARTELL; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY NORMAN C. POWELL)**

The Village Clerk read the Resolution by title.

The Village Labor Attorney David Miller explained a negotiated settlement with Village Manager Marlen D. Martell for payment of \$127,000 and group health insurance for one year or until replaced, with her resignation.

Commissioner Laura Cattabriga moved the item to the floor, and Vice Mayor Andreana Jackson seconded the motion.

The Mayor opened the floor to public comments.

Kevin Vericker, of 7520 Hispanola Avenue, addressed the Commission.

The Mayor closed the floor to public comments.

Village Attorney David Miller discussed the "termination for cause" provision of Mrs. Martell's Employment Agreement.

The motion was adopted by a 3-2 roll call vote. The vote was as follows: Vice Mayor Andreana Jackson, Mayor Connie Leon-Kreps, and Commissioner Laura Cattabriga all voting Yes. Commissioner Eddie Lim and Commissioner Jose Alvarez voted No.

Mr. Miller read a letter into the record from Mrs. Martell to the residents regarding her separation from the Village.

10F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPOINTING AN INTERIM VILLAGE MANAGER; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE ATTORNEY NORMAN C. POWELL)

The Village Clerk read the Resolution by title.

Mayor Connie Leon-Kreps moved to appoint Chief Lewis Velken as the Interim Village Manager, and Vice Mayor Andreana Jackson seconded the motion.

The Mayor opened the floor to public comments.

Kevin Vericker, of 7520 Hispanola Avenue, addressed the Commission.

There being no further comments, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, Vice Mayor Andreana Jackson, and Mayor Connie Leon-Kreps all voting Yes.

Mayor Connie Leon-Kreps moved to direct the Village Attorney to search for a professional firm to assist the Village in finding a Village Manager.

Vice Mayor Andreana Jackson stated for the record that she would not like to see another Village Manager hired, until after a new dais is put into place.

Commissioner Laura Cattabriga stated for the record that however the process is done this time; it has to be done right. She stated that there has to be a really professional search; and it is with very heavy heart that she made the vote. Additionally, she mentioned that she does not want to see anybody's reputations dragged through the mud, and the Village put through anything more by extending this conversation beyond where she was afraid it might go. She stated that the Commission needs to get the right person in place; as this is probably the most important decision they will make for the next five years. She mentioned that they cannot afford another mishap. She stated that she thinks it is with a very heavy heart that they have to be where they are with this matter tonight.

Village Attorney Norman Powell indicated that he would reach out to the Mercer Group regarding their terms and report back to the Commission.

- 11E. AN AMENDMENT TO THE NORTH BAY VILLAGE COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT, CREATING A TRANSFER OF DENSITY PROGRAM TO ALLOW TRANSFER OF DENSITY FROM VILLAGE OWNED PROPERTIES TO PROPERTIES IN THE MULTI-FAMILY HIGH DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND COMMERCIAL FUTURE LAND USE CATEGORY, PROVIDING FOR AN INCREASED MAXIMUM DENSITY ALLOWED FOR PROPERTIES IN THE COMMERCIAL FUTURE LAND USE CATEGORY WITH DIRECT ACCESS TO KENNEDY CAUSEWAY. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Ordinance by title.

The Village Planner Jim LaRue, of LaRue Planning & Management, Inc., presented the item to the Commission, and explained the purpose of the amendment to allow the transfer of units for extra density.

The Mayor opened the Public Hearing.

Scott Greenwald, developer of 1415 Kennedy Causeway addressed the Commission.

There being no speakers, the Mayor closed the Public Hearing.

Vice Mayor Andreana Jackson moved to approve the Ordinance and Commissioner Laura Cattabriga seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

The Village Clerk read Items 11A, 11B, and 11C into the record.

Mr. LaRue presented the Staff Reports recommending approval with the following conditions:

1. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
2. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
3. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

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4. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

- 11A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING INSTALLATION OF A NEW BOATLIFT ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP A-34, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

Vice Mayor Andreana Jackson moved to approve Item 11A with the conditions outlined above. Commissioner Eddie Lim seconded the motion, which was approved by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

- 11B. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND ACCESS PLATFORM ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP A-47, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

Vice Mayor Andreana Jackson moved to approve Item 11A with the conditions outlined above. Commissioner Eddie Lim seconded the motion, which was approved by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

- 11C. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PERMITTING INSTALLATION OF A NEW BOATLIFT WITH A BOARDING PLATFORM AND ACCESS PLATFORM ON AN EXISTING DOCK AT 7601 EAST TREASURE DRIVE IN SLIP A-79, WHICH WILL EXTEND BEYOND THE 25 FOOT LENGTH LIMIT; GRANTING A WAIVER PURSUANT TO SECTION 9.12(B) OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

Commissioner Eddie Lim moved to approve Item 11C. Vice Mayor Andreana Jackson seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Jose Alvarez, Commissioner Laura Cattabriga, Vice Mayor Andreana Jackson, Mayor Connie Leon-Kreps, and Commissioner Eddie Lim all voting Yes.

- 11D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY JOSEPH GRECO FOR A VARIANCE PURSUANT TO SECTION 7.4(B) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO PERMIT A 5.78 FOOT REAR YARD SETBACK FOR THE CONSTRUCTION OF A SWIMMING POOL AT 7516 BUCCANEER AVENUE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

Mr. LaRue discussed the request for a non-hardship variance to allow a 5.78 rear setback instead of the 7.5 foot required by the Village Code, for the construction of a swimming pool.

Vice Mayor Andreana Jackson moved to approve the Resolution, and Commissioner Laura Cattabriga seconded the motion.

The Mayor opened the Public Hearing. There being no speakers, the Mayor closed the Public Hearing.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

8. VILLAGE MANAGER'S REPORT

A report was not provided.

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

The Mayor removed the item from the Consent Agenda for discussion.

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AWARDED AN RFP CONTRACT FOR RFP NO. 2018-003 FOR DISASTER AND DEBRIS MANAGEMENT SERVICES TO T.F.R. ENTERPRISES, INC.; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RELATED AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)**

The Village Clerk read the Resolution by title.

Public Works Director Juan Valiente presented the item to the Commission.

Mayor Connie Leon-Kreps moved to approve the Resolution, and Vice Mayor Andreana Jackson seconded the motion.

The Mayor opened the floor to public comments.

Kevin Vericker of 7520 Hispanola Avenue, addressed the Commission.

There being no other speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, Vice Mayor Andreana Jackson, Commissioner Laura Cattabriga, and Mayor Connie Leon-Kreps all voting Yes.

10. ORDINANCES FOR FIRST READING AND RESOLUTIONS

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE VILLAGE CODE OF ORDINANCES ENTITLED “GARBAGE, TRASH, AND WEEDS” BY CREATING SECTION 94.25, “PROHIBITION ON DISTRIBUTION, SALE OR USE OF PLASTIC STRAWS”; AMENDING SECTION 153.04 “SCHEDULE OF CIVIL PENALTIES”; PROVIDING FOR ENFORCEMENT; CODIFICATION; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS, VICE MAYOR ANDREANA JACKSON, COMMISSIONER JOSE ALVAREZ, COMMISSIONER LAURA CATTABRIGA, AND COMMISSIONER EDDIE LIM)**

The Village Clerk read the Resolution by title.

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Vice Mayor Andreana Jackson moved to approve the Resolution, and Commissioner Laura Cattabriga seconded the motion.

The Mayor opened the floor to public comments. There being no other speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A PROPOSAL FROM ENVIROWASTE SERVICES GROUP, INC. TO CONDUCT A SANITARY SEWER EVALUATION TESTING; AUTHORIZING THE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROPOSAL; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

The Village Clerk read the Resolution by title.

Public Works Director Juan Valiente and Village Engineer Gary Ratay, of Kimley-Horn & Associates, Inc. addressed the Commission and discussed the price proposal, the project, and the purpose of the mandatory testing that has to be submitted to DERM to show if there is improvement in the inflow and infiltration into the sanitary sewer system.

Vice Mayor Andreana Jackson moved to approve the Resolution, and Commissioner Jose Alvarez seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONTRACT BETWEEN THE CHILDREN'S TRUST AND THE VILLAGE FOR THE PROVISION OF YOUTH DEVELOPMENT SERVICES (K-5); AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

Vice Mayor Andreana Jackson moved to approve the Resolution, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROPOSAL FROM NELCO TESTING & ENGINEERING SERVICES, INC. FOR PILE INSTALLATION MONITORING SERVICES FOR THE BAYWALK PLAZA SOUTH SIDE RETAINING WALL; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE DOCUMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER MARLEN D. MARTELL)

The Village Clerk read the Resolution by title.

Public Works Director Juan Valiente explained the project for the structural engineer to sign off on the project to get it done in time and for Commission approval should the amount exceed the \$5,000 threshold for three bids, in order to avoid a liability to the Village.

Mayor Connie Leon-Kreps moved to approve the Resolution, and Vice Mayor Andreana Jackson seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, the Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, Vice Mayor Andreana Jackson, and Mayor Connie Leon-Kreps all voting Yes.

11. PUBLIC HEARINGS ITEMS INCLUDING ORDINANCES FOR SECOND

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

These items were heard earlier in the agenda.

12. UNFINISHED BUSINESS

There was no unfinished business.

13. NEW BUSINESS

A. **RECONSIDERATION OF RESOLUTION NO. 2018-34 REPEALING RESOLUTION NO. 2013-45 PERTAINING TO EMPLOYEE COMPENSATION DURING EMERGENCIES.**

Village Attorney Norman Powell discussed Resolution No. 2013-45 which outlines payment for employees during storm events. The Commission discussed the need to put a plan in place for the Village Manager to identify essential personnel who are to work during storms; a process to document time worked, and for review of documents after the storm to ensure that time submitted is correct.

Vice Mayor Andreana Jackson moved to repeal Resolution No. 2018-34, and Commissioner Laura Cattabriga seconded the motion.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, Commissioner Laura Cattabriga, and Vice Mayor Andreana Jackson all voting Yes.

14. APPROVAL OF MINUTES – COMMISSION MEETING

A. **REGULAR COMMISSION MEETING – JUNE 12, 2018**

Vice Mayor Andreana Jackson moved to approve the Minutes as corrected: Change “manger” to “manager”, remove “Commissioner” before Dr. Richard Chervony’s name, and add “Jwendoline Hernandez, Executive Assistant to the Village Manager/Commission” to the second sentence in Item 10E. Commissioner Laura Cattabriga seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Andreana Jackson, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes.

15. ADJOURNMENT

The meeting adjourned at 9:31 P.M.

Prepared by: Yvonne P. Hamilton, Village Clerk

Adopted by North Bay Village on this _____ day of September 2018.

Connie Leon-Kreps, Mayor