



# North Bay Village

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

## OFFICIAL AGENDA ADDENDUM REGULAR VILLAGE COMMISSION MEETING VILLAGE HALL TUESDAY, MARCH 12, 2019 6:30 P.M.

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

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

10. **ORDINANCES FOR FIRST READING AND RESOLUTIONS:** Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor when public comment is open. 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 to be cross-examined or sworn-in, 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 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, RELATING TO ZONING IN PROGRESS; DURING WHICH TIME THE VILLAGE PLANNING AND ZONING BOARD AND VILLAGE COMMISSION WILL REVIEW AND REVISE THE VILLAGE UNIFIED LAND DEVELOPMENT CODE AS IT PERTAINS TO PUBLIC SELF STORAGE FACILITIES WITHIN THE MUNICIPAL BOUNDARIES OF NORTH BAY VILLAGE; AND INSTITUTING A 180 DAY MORATORIUM ON THE SUBMISSION AND ACCEPTANCE OF APPLICATIONS FOR ADMINISTRATIVE REVIEW, SITE PLAN APPROVAL, AND BUILDING PERMITS FOR THE USE OF LAND FOR NEW PUBLIC SELF STORAGE FACILITIES; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR BRENT LATHAM)~~

~~The proposed Resolution will authorized Village administration to place a temporary prohibition on self-storage facilities while Village Commission reviews and revises the Unified Land Development Code.~~

~~i. Commission Action~~

**12. UNFINISHED BUSINESS (FEBRUARY 12, 2019)**

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 19-01) TO CONTINUE PROVIDING CONSTRUCTION PHASE SERVICES FOR THE WATER METER REPLACEMENT PROGRAM AT A LUMP SUM OF ~~\$72,000.00~~ \$90,000.00; 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 DR. RALPH ROSADO)**

The proposed Resolution will authorize Kimley-Horn & Associates, Inc. to continue providing construction phase services for the Water Meter Replacement Program.

- **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. 19-02) TO CONTINUE PROVIDING CONSTRUCTION PHASE SERVICES FOR THE WATER MAIN REHABILITATION PROGRAM AT A LUMP SUM OF ~~\$54,000.00~~ \$72,000.00; 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 DR. RALPH ROSADO)**

The proposed Resolution will authorize Kimley-Horn & Associates, Inc. to continue providing construction phase services for the Water Main Rehabilitation Program.

- **Commission Action**

**15. NEW BUSINESS**

**A. DISCUSSION ON FOLLOWING ORDINANCE PROPOSAL:**

- 1. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING A MORATORIUM FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS FORM THE EFFECTIVE DATE OF THIS ORDINANCE ON THE ACCEPTANCE OF APPLICATIONS FOR ADMINISTRATIVE REVIEW, SITE PLAN APPROVAL, AND BUILDING PERMITS FOR THE USE OF LAND FOR NEW PUBLIC SELF STORAGE FACILITIES; PROVIDING FOR WAIVERS; PROVIDING FOR VESTED RIGHTS; PROVIDING FOR APPEALS; PROVIDING FOR MODIFICATIONS TO VESTED DEVELOPMENTS; REQUIRING EXHAUSTION OF ADMINISTRATIVE REMEDIES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR BRENT LATHAM)**

**B. DISCUSSION OF CHARTER POSITIONS**

1. REVIEW RECOMMENDATIONS FROM SELECTION COMMITTEE TO RFQ 2019-001 LEGAL SERVICES *(INTRODUCED BY MAYOR BRENT LATHAM).*
  2. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, APPOINTING A VILLAGE CLERK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED BY COMMISSIONER JULIANNA STROUT)*
- C. APPOINTING MEMBERS TO COMMUNITY ENHANCEMENT BOARD. *(INTRODUCED BY INTERIM VILLAGE MANAGER DR. RALPH ROSADO)*
- D. APPOINTING MEMBERS TO THE RESIDENT SERVICES BOARD. *(INTRODUCED BY INTERIM VILLAGE MANAGER DR. RALPH ROSADO)*



# Addendum Agenda Item 12A

## North Bay Village

Administrative Offices  
1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141  
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### **NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM**

**DATE:** March 7, 2019

**TO:** Mayor Brent Latham  
Vice-Mayor Marvin Wilmoth  
Commissioner Jose Alvarez  
Commissioner Andreana Jackson  
Commissioner Julianna Strout

**RECOMMENDED BY:** Interim Village Manager Dr. Ralph Rosado *RR*

**PRESENTED BY STAFF:** Interim Village Manager Dr. Ralph Rosado

**SUBJECT:** Kimley-Horn & Associates, Inc. Work Authorization No. 19-01 Water Meter Replacement Program Additional Construction Phase Services

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#### **RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution approving a Project Agreement for Work Authorization No. 19-01 with Kimley-Horn & Associates, Inc., ('KHA') the Village's Engineering Consultant to continue providing construction phase services through the extended contract completion date.

#### **BACKGROUND:**

The Village previously authorized Kimley-Horn & Associates, Inc. to develop a Facilities Plan and associated schematic Construction Documents associated with implementing the Village's Water Meter Replacement Program. Kimley-Horn & Associates, Inc. has been providing construction phase services to oversee the Contractor's work per work authorization 17-02 approved by the Village on May 9, 2017. Per that work authorization, the contract duration for Kimley-Horn & Associates, Inc. to provide construction phase services was through July 27, 2018. Based on contract issues with the original low bidder, the development and transfer for the contract, coordination with the new contractor, time to execute the contract documents, and impacts to the construction process, the Contractor's construction contract has been extended to **June 2, 2019**.

#### **FINANCIAL IMPACT:**

Per the attached Project Agreement, the total cost is a lump sum of **\$90,000.00**

#### **BUDGETARY IMPACT:**

The funding source for this project is the Engineering Services Account No. 430.35.535.3110.

#### **PERSONNEL IMPACT:**

None

# **Addendum Agenda Item 12A**

## **PROJECT AGREEMENT**

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 19-01

Water Meter Replacement Program  
Additional Construction Phase Services

# Addendum Agenda Item 12A

## PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 19-01

Water Meter Replacement Program  
Additional Construction Phase Services

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

The VILLAGE and the CONSULTANT agree as follows:

### **SECTION 1. SCOPE OF SERVICES**

1.1 The CONSULTANT was previously authorized to develop a Facilities Plan and associated schematic Construction Documents associated with implementing the Village's Water Meter Replacement Program. The CONSULTANT completed the Facilities Plan and Construction Documents, and those documents were approved for public advertisement/bidding through the State Revolving Fund (SRF) Program. A construction contract was awarded to a Contractor and the project is currently in construction. The CONSULTANT has been providing construction phase services to oversee the Contractor's work per Work Authorization 17-02 approved by the VILLAGE on May 9, 2017. Per that Work Authorization, the contract duration for the CONSULTANT to provide construction phase services was through July 27, 2018. Based on contract issues with the original low bidder, development and transfer of the contract, coordination with the new contractor, time to execute the contract documents, and impacts to the construction process, the Contractor's construction contract has been extended through June 2, 2019. This Work Authorization 19-01 is for the CONSULTANT to continue providing construction phase services through that extended contract completion date. Additional information is provided in the "Project Description" attached as Exhibit "1."

# Addendum Agenda Item 12A

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

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

## **SECTION 2. DELIVERABLES**

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

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

## **SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

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

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

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

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

## **SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION**

# Addendum Agenda Item 12A

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 \$90,000.00. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

## **SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT**

### 5.1 **Invoices**

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

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

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



# Addendum Agenda Item 12A

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

# Addendum Agenda Item 12A

such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

## **SECTION 7. PERSONNEL ASSIGNED TO PROJECT**

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

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

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

## **SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT**

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

# **Addendum Agenda Item 12A**

## **SECTION 9. SEVERABILITY**

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

(THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY)

# Addendum Agenda Item 12A

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: \_\_\_\_\_

# **Addendum Agenda Item 12A**

## **Exhibit “1”**

### **Project Description**

The CONSULTANT was previously authorized to develop a Facilities Plan and associated schematic Construction Documents associated with implementing the Village’s Water Meter Replacement Program. The Facilities Plan was developed as a planning document to obtain funding through the State Revolving Fund (SRF) Program. The schematic Construction Documents addressed replacing the VILLAGE’s existing water meters with new solid-state water meters and implementing a Mobile Based Advanced Metering Infrastructure and Water Loss Management system to read meters in an automated and cost-effective manner. The intent of the project is to reduce the VILLAGE’s unaccounted for and non-revenue water. The project included developing the Water Meter Replacement Program, furnishing and installing software, hardware, and providing necessary training and installation support. The project also addressed repairing and replacing defective components such as water service connections and water meter boxes. The CONSULTANT completed the Facilities Plan and Construction Documents, and those documents were approved for public advertisement/bidding through the SRF Program.

A construction contract has since been bid and awarded by the VILLAGE to a Contractor and the project is currently in construction. The CONSULTANT has been providing construction phase services to oversee the Contractor’s work per Work Authorization 17-02 approved by the VILLAGE on May 9, 2017. The Construction Phase Services to date have included the following tasks:

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

As discussed in Work Authorization 17-02, the CONSULTANT’s fee was based on a contract duration of 360 days. After execution of the construction agreement between the VILLAGE and the Contractor, a pre-construction meeting was held on August 1, 2017 and the project began. Since that time, the original contractor defaulted, and a new contractor was put in place through the bonding company. Based on contract issues with the original low bidder, development and transfer of the contract, coordination with the new contractor, and time to execute the contract documents, one (1) time extension has been approved. As a result of that time extension and subsequent approved time extensions due to construction impacts, the Contractor’s original completion date of May 28, 2018 has been extended to June 2, 2019. Based on the August 1, 2017 construction start date and the CONSULTANT’s contract duration of 360 days, the CONSULTANT’s Work Authorization 17-02 ended July 27, 2018. This Work Authorization is

# Addendum Agenda Item 12A

for the CONSULTANT to continue providing Construction Phase Services through the extended contract completion date of June 2, 2019. As indicated below, the additional Construction Phase Services are only for tasks associated with extending the construction contract and do not include additional fees for completed tasks or tasks still pending:

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

# Addendum Agenda Item 12A

## Exhibit “2”

### Scope of Services

The professional services for this project will include the following:

#### **Task 1 - Progress Meetings**

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

#### **Task 2 – Water Meter Replacement Program Management**

Completion of this Task is included in the original Work Authorization 17-02. No additional services are required or requested.

#### **Task 3 - Public Involvement Assistance**

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

#### **Task 4 - Resident Project Representative (RPR)**

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

The RPR shall perform construction related tasks and visit the site daily for up to 3 hours during the additional construction duration to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the “Contract Documents”). The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR’s efforts will be directed toward providing the VILLAGE with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the CONSULTANT shall keep the VILLAGE informed of the progress of the work, shall endeavor to protect the VILLAGE against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents.

# **Addendum Agenda Item 12A**

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

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

## **Task 5 - Shop Drawing Review**

Completion of this Task is included in the original Work Authorization 17-02. No additional services are required or requested.

## **Task 6 - Contract Clarification**

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

## **Task 7 - Review of Pay Application**

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

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



# **Addendum Agenda Item 12A**

## **Task 8 – Coordinate with SRF Program**

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

## **Task 9 - Project Close-out**

Completion of this Task is included in the original Work Authorization 17-02. No additional services are required or requested.

## **Task 10 - Additional Services**

- 10.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
- Hydraulic analysis of the VILLAGE’s water service connections for operational improvements.
  - Environmental and Building Department project permitting/permitting close out.
  - Field survey work.
  - Additional Construction Phase Services if needed beyond the contract completion date of June 2, 2019.
  - Additional support after system implementation, start-up, and training.
- 10.2 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

### **DELIVERABLES**

- A. Progress meeting minutes
- B. Field reports

### **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.

# Addendum Agenda Item 12A

## Exhibit “3”

### Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of \$90,000.00. The following is a breakdown of the lump sum fee for reference:

<b>Task</b>	<b>Description</b>	<b>Labor Fee</b>
1	Progress Meetings.....	\$20,000.00
2	Water Meter Replacement Program Management .....	NA
3	Public Involvement Assistance .....	\$12,500.00
4	Resident Project Representative (RPR) .....	\$45,000.00
5	Shop Drawing Review .....	NA
6	Contract Clarification.....	\$5,000.00
7	Review of Pay Applications.....	\$6,000.00
8	Coordination with SRF Program .....	\$1,500.00
9	Project Close-out.....	NA
<b>TOTAL LUM SUM FEE.....</b>		<b>\$90,000.00</b>

# Addendum Agenda Item 12A



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 | Fax: (305) 756-7722 | Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM

North Bay Village

DATE: March 7, 2019

TO: Graciela Mariot  
Interim Village Clerk

FROM: Dr. Ralph Rosado *RR*  
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. 19-01) TO CONTINUE PROVIDING CONSTRUCTION PHASE SERVICES FOR THE WATER METER REPLACEMENT PROGRAM AT A LUMP SUM OF \$90,000.00; 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.

RR:gm

# Addendum Agenda Item 12A

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

1  
2  
3 **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE,**  
4 **FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN**  
5 **& ASSOCIATES, INC. (WORK AUTHORIZATION NO. 19-01) TO**  
6 **CONTINUE PROVIDING CONSTRUCTION PHASE SERVICES FOR THE**  
7 **WATER METER REPLACEMENT PROGRAM AT A LUMP SUM OF**  
8 **\$90,000.00; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL**  
9 **NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT**  
10 **AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE**  
11 **PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**  
12 ***(INTRODUCED BY INTERIM VILLAGE MANAGER DR. RALPH ROSADO)***

13  
14 **WHEREAS**, North Bay Village retained the services of Kimley-Horn and  
15 Associates, Inc. ("Kimley-Horn") to provide professional engineering services to the  
16 Village pursuant to a Continuing Services Agreement dated April 11, 2006; and

17  
18 **WHEREAS**, Kimley-Horn was previously authorized to develop a Facilities Plan  
19 and associated schematic Construction Documents associated with implementing the  
20 Village's Water Meter Replacement Program; and

21  
22 **WHEREAS**, Kimley-Horn has been providing construction phase services to  
23 oversee the Contractor's work per Work Authorization 17-02 approved by Village  
24 Commission on May 9, 2017 with an expiration date of July 27, 2018; and

25  
26 **WHEREAS**, Based on contract issues with the original low bidder, development  
27 and transfer of contract with new contract, time to execute the contract documents, and  
28 impacts to the construction process, the Contractor's construction contract has been  
29 extended through **June 2, 2019**; and

30  
31 **WHEREAS**, Kimley-Horn submitted Work Authorization No. 19-01 to continue  
32 providing construction phase services through that extended contract completion date  
33 for a lump sum amount of **\$90,000.00**.

34  
35 **NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH**  
36 **BAY VILLAGE, FLORIDA, AS FOLLOWS:**

37  
38 **Section 1. Recitals.** The above Recitals are true and correct and  
39 incorporated herein by this reference.

40  
41 **Section 2. Approval of the Project Agreement.** Project Agreement No. 19-  
42 01 between North Bay Village and Kimley-Horn & Associates, Inc., attached hereto as  
43 Exhibit 1 to continue providing construction phase services through that extended  
44 contract completion date for a lump sum amount of **\$90,000.00** is hereby approved.

45  
46 **Section 3. Authorization of Village Officials.** The Village Manager and/or  
47 her designee and the Village Attorney are authorized to take all actions necessary to  
48 implement the terms and conditions of the Project Agreement.

# Addendum Agenda Item 12A

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

55  
56 **Section 5. Effective Date.** This Resolution shall take effect immediately upon  
57 adoption.

58  
59 The foregoing Resolution was offered by \_\_\_\_\_a, who moved for its  
60 adoption. This motion was seconded by \_\_\_\_\_, and upon being  
61 put to a vote, the vote was as follows:

62  
63 **FINAL VOTE AT ADOPTION:**

64  
Mayor Brent Latham \_\_\_\_\_  
Vice Mayor Marvin Wilmoth \_\_\_\_\_  
Commissioner Jose R. Alvarez \_\_\_\_\_  
Commissioner Julianna Strout \_\_\_\_\_  
Commissioner Andreana Jackson \_\_\_\_\_

65  
66  
67 **PASSED AND ADOPTED** this \_\_\_\_\_ day of March 2019.

68  
69  
70 \_\_\_\_\_  
71 Brent Latham, Mayor

72  
73  
74 **ATTEST:**  
75  
76  
77 \_\_\_\_\_  
78 Graciela Mariot  
79 Interim Village Clerk

80  
81  
82 **APPROVED AS TO FORM FOR THE USE OF**  
83 **NORTH BAY VILLAGE:**  
84  
85  
86 \_\_\_\_\_  
87 Daniel A. Espino  
88 Interim Village Attorney

89  
90 North Bay Village/Resolution/Kimley Horn & Associates, Inc.-WA #19-01 – Water Meter Replacement Program

# Agenda Item 12B



## North Bay Village

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

### **NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM**

**DATE:** March 7, 2019

**TO:** Mayor Brent Latham  
Vice-Mayor Marvin Wilmoth  
Commissioner Jose Alvarez  
Commissioner Andreana Jackson  
Commissioner Julianna Strout

**RECOMMENDED BY:** Interim Village Manager Dr. Ralph Rosado *RR*

**PRESENTED BY STAFF:** Interim Village Manager Dr. Ralph Rosado

**SUBJECT:** Kimley-Horn & Associates, Inc. Work Authorization No. 19-02 Water Main Rehabilitation Program Additional Construction Phase Services.

---

#### **RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution approving a Project Agreement for Work Authorization No. 19-02 with Kimley-Horn & Associates, Inc., ("KHA") the Village's Engineering Consultant to continue providing construction phase services through the extended contract completion date.

#### **BACKGROUND:**

The Village previously authorized Kimley-Horn & Associates, Inc. to develop a Facilities Plan and associated schematic Construction Documents associated with implementing the Village's Water Main Rehabilitation Program. Kimley-Horn & Associates, Inc. has been providing construction phase services to oversee the Contractor's work per work authorization 17-01 and 18-05 approved by the Village on March 14, 2017 and May 11, 2018. Per those Work Authorizations, the contract duration for Kimley-Horn & Associates, Inc. to provide construction phase services was through October 1, 2018. Based on identifying additional water main deficiencies and rehabilitation work as part of the project evaluation phase, the Contractor's construction contract has been extended through **May 15, 2019**.

#### **FINANCIAL IMPACT:**

Per the attached Project Agreement, the total cost is a lump sum of **\$72,000.00**.

#### **BUDGETARY IMPACT:**

The funding source for this project is the Engineering Services Account No. 430.35.535.3110.

#### **PERSONNEL IMPACT:**

None

**PROJECT AGREEMENT**

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 19-02

Water Main Rehabilitation Program  
Additional Construction Phase Services

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 19-02

Water Main Rehabilitation Program  
Additional Construction Phase Services

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

The VILLAGE and the CONSULTANT agree as follows:

**SECTION 1. SCOPE OF SERVICES**

1.1 The CONSULTANT was previously authorized to develop a Facilities Plan and associated schematic Construction Documents associated with implementing the Village’s Water Main Rehabilitation Program. The CONSULTANT completed the Facilities Plan and Construction Documents, and those documents were approved for public advertisement/bidding through the State Revolving Fund (SRF) Program. A construction contract was awarded to a Contractor and the project is currently in construction. The CONSULTANT has been providing construction phase services to oversee the Contractor’s work per Work Authorizations 17-01 and 18-05 approved by the VILLAGE on March 14, 2017 and May 11, 2018. Per those Work Authorizations, the contract duration for the CONSULTANT to provide construction phase services was through October 1, 2018. Based on identifying additional water main deficiencies and rehabilitation work as part of the project evaluation phase, the Contractor’s construction contract is anticipated to be extended through May 15, 2019. This Work Authorization 19-02 is for the CONSULTANT to continue providing construction phase services through that extended contract completion date. Additional information is provided in the “Project Description” attached as Exhibit “1.”



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

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

## **SECTION 2. DELIVERABLES**

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

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

## **SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

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

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

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

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

## **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 \$72,000.00. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

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

## **SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT**

### **5.1 Invoices**

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

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

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

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.

**SECTION 7. PERSONNEL ASSIGNED TO PROJECT**

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

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

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

**SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT**

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

## **SECTION 9. SEVERABILITY**

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

(THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY)

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

**ATTEST:**

**NORTH BAY VILLAGE**

\_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Village Attorney

**ATTEST:**

**KIMLEY-HORN AND ASSOCIATES, INC.**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Gary R. Ratay, P.E.

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

(CORPORATE SEAL)

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

## **Exhibit “1”**

### **Project Description**

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

A construction contract has since been bid and awarded by the VILLAGE to a Contractor and the project is currently in construction. The CONSULTANT has been providing construction phase services to oversee the Contractor’s work per Work Authorizations 17-01 and 18-05 approved by the VILLAGE on March 14, 2017 and May 11, 2018. The Construction Phase Services to date have included the following tasks:

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

As discussed in Work Authorizations 17-01 and 18-05, the CONSULTANT’s fee was based on a contract duration of 480 days. After execution of the construction agreement between the VILLAGE and the Contractor, a pre-construction meeting was held on June 8, 2017 and the project began. Since that time, time extensions have been coordinated and approved based on identifying additional water main deficiencies and rehabilitation work as part of the project evaluation phase (Task 2). As a result of those time extensions, the Contractor’s original completion date of March 5, 2018 has been extended to May 15, 2019. Based on the June 8, 2017 construction start date and the CONSULTANT’s contract duration of 480 days, the CONSULTANT’s Work Authorizations ended October 1, 2018. This Work Authorization is for the CONSULTANT to continue providing Construction Phase Services through the extended contract completion date of May 15, 2019. As indicated below, the additional Construction

Phase Services are only for tasks associated with extending the construction contract and do not include additional fees for completed tasks or tasks still pending:

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



## **Exhibit “2”**

### **Scope of Services**

The professional services for this project will include the following:

#### **Task 1 - Progress Meetings**

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

#### **Task 2 – Water Main Rehabilitation Program Evaluation**

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

#### **Task 3 - Public Involvement Assistance**

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

#### **Task 4 - Resident Project Representative (RPR)**

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

The RPR shall perform construction related tasks and visit the site daily for up to 3 hours during the additional construction duration to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the “Contract Documents”). The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR’s efforts will be directed toward providing the VILLAGE with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the CONSULTANT shall keep the VILLAGE informed of the progress of the work, shall endeavor to protect the VILLAGE against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents.

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

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

#### **Task 5 - Shop Drawing Review**

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

#### **Task 6 - Contract Clarification**

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

#### **Task 7 - Review of Pay Application**

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

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

### **Task 8 – Coordinate with SRF Program**

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

### **Task 9 - Project Certification and Close-out**

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

### **Task 10 - Additional Services**

- 10.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
- Hydraulic analysis of the VILLAGE’s water distribution system for operational improvements.
  - Environmental and Building Department project permitting/permitting close out.
  - Field survey work.
  - Additional Construction Phase Services if needed beyond the contract completion date of May 15, 2019.
- 10.2 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

### **DELIVERABLES**

- A. Progress meeting minutes
- B. Field reports

### **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.

**Exhibit “3”**

**Payment Schedule**

The CONSULTANT will complete this scope of services for the lump sum amount of \$72,000.00. The following is a breakdown of the lump sum fee for reference:

<b>Task</b>	<b>Description</b>	<b>Labor Fee</b>
1	Progress Meetings.....	\$16,000.00
2	Water Main Rehabilitation Program Evaluation .....	NA
3	Public Involvement Assistance .....	\$10,000.00
4	Resident Project Representative (RPR) .....	\$36,000.00
5	Shop Drawing Review .....	NA
6	Contract Clarification.....	\$4,000.00
7	Review of Pay Applications.....	\$4,800.00
8	Coordination with SRF Program .....	\$1,200.00
9	Project Close-out.....	NA
<b>TOTAL LUM SUM FEE.....</b>		<b>\$72,000.00</b>

# Agenda Item 12B



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 | Fax: (305) 756-7722 | Website: [www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM

North Bay Village

DATE: March 7, 2019

TO: Graciela Mariot  
Interim Village Clerk

FROM: Dr. Ralph Rosado *RR*  
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. 19-02) TO CONTINUE PROVIDING CONSTRUCTION PHASE SERVICES FOR THE WATER MAIN REHABILITATION PROGRAM AT A LUMP SUM OF **\$72,000.00**; 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.

RR:gm

# Agenda Item 12B

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

2  
3 A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE,  
4 FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN  
5 & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 19-02) TO  
6 CONTINUE PROVIDING CONSTRUCTION PHASE SERVICES FOR THE  
7 WATER MAIN REHABILITATION PROGRAM AT A LUMP SUM OF  
8 **\$72,000.00**; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL  
9 NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT  
10 AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE  
11 PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.  
12 *(INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)*

13  
14 **WHEREAS**, North Bay Village retained the services of Kimley-Horn and  
15 Associates, Inc. ("Kimley-Horn") to provide professional engineering services to the  
16 Village pursuant to a Continuing Services Agreement dated April 11, 2006; and

17  
18 **WHEREAS**, Kimley-Horn was previously authorized to develop a Facilities Plan  
19 and associated schematic Construction Documents associated with implementing the  
20 Village's Water Main Rehabilitation Program; and

21  
22 **WHEREAS**, Kimley-Horn has been providing construction phase services to  
23 oversee the Contractor's work per Work Authorization 17-01 and 18-05 approved by  
24 Village Commission on March 14, 2017 and May 11, 2018 with an expiration date of  
25 October 1, 2018; and

26  
27 **WHEREAS**, Based on identifying additional water main deficiencies and  
28 rehabilitation work as part of the project evaluation phase, the Contractor's contract has  
29 been extended through May 15, 2019; and

30  
31 **WHEREAS**, Kimley-Horn submitted Work Authorization No. 19-02 to continue  
32 providing construction phase services through that extended contract completion date  
33 for a lump sum amount of \$72,000.00.

34  
35 **NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH**  
36 **BAY VILLAGE, FLORIDA, AS FOLLOWS:**

37  
38 **Section 1. Recitals.** The above Recitals are true and correct and  
39 incorporated herein by this reference.

40  
41 **Section 2. Approval of the Project Agreement.** Project Agreement No. 19-  
42 02 between North Bay Village and Kimley-Horn & Associates, Inc., attached hereto as  
43 Exhibit 1 to continue providing construction phase services through that extended 44  
contract completion date for a lump sum amount of \$75,000.00 is hereby approved.

45  
46 **Section 3. Authorization of Village Officials.** The Village Manager and/or  
47 her designee and the Village Attorney are authorized to take all actions necessary to  
48 implement the terms and conditions of the Project Agreement.

49

# Agenda Item 12B

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

55  
56 **Section 5. Effective Date.** This Resolution shall take effect immediately upon  
57 adoption.

58  
59 The foregoing Resolution was offered by \_\_\_\_\_a, who moved for its  
60 adoption. This motion was seconded by \_\_\_\_\_, and upon being  
61 put to a vote, the vote was as follows:

62  
63 **FINAL VOTE AT ADOPTION:**

64  
Mayor Brent Latham \_\_\_\_\_  
Vice Mayor Marvin Wilmoth \_\_\_\_\_  
Commissioner Jose R. Alvarez \_\_\_\_\_  
Commissioner Julianna Strout \_\_\_\_\_  
Commissioner Andreana Jackson \_\_\_\_\_

65  
66  
67 **PASSED AND ADOPTED** this \_\_\_\_\_ day of February 2019.

68  
69  
70 \_\_\_\_\_  
71 Brent Latham, Mayor

72  
73  
74 **ATTEST:**

75  
76  
77 \_\_\_\_\_  
78 Graciela Mariot  
79 Interim Village Clerk

80  
81  
82 **APPROVED AS TO FORM FOR THE USE OF**  
83 **NORTH BAY VILLAGE:**

84  
85  
86 \_\_\_\_\_  
87 Norman C. Powell, Esq.  
88 Village Attorney

89  
90 North Bay Village/Resolution/Kimley Horn & Associates, Inc.-WA #19-02 – Water Main Rehabilitation Program

# Addendum Agenda Item 15A



## Memorandum

**To:** Ralph Rosado, PhD, AICP,  
North Bay Village Interim Manager

**From:** James G. LaRue, AICP

**Date:** March 8, 2019

**Subject:** Resolution for Public Storage Moratorium

---

On March 12, 2019, the Commission will be asked to pass a 6 month moratorium on future approvals of self storage facilities within North Bay Village. The moratorium resolution calls for a “zoning in progress” status for the six month period to allow staff time to examine the inventory of self storage facilities in and within close proximity of the Village. This information will be helpful in determining the actual amount of self storage facilities appropriate for the Village. Currently, self storage units are allowed by right within the Commercial General District. Possible legislative revisions of the zoning approval process will be forthcoming to the Planning & Zoning Board and Village Commission within the next few months if the zoning moratorium resolution is approved.



# Addendum Agenda Item 15A

## ORDINANCE #2019 -

1  
2  
3 AN ORDINANCE OF THE COMMISSION OF NORTH BAY  
4 VILLAGE, FLORIDA, ESTABLISHING A MORATORIUM FOR A  
5 PERIOD OF ONE HUNDRED EIGHTY (180) DAYS FORM THE  
6 EFFECTIVE DATE OF THIS ORDINANCE ON THE ACCEPTANCE  
7 OF APPLICATIONS FOR ADMINISTRATIVE REVIEW, SITE  
8 PLAN APPROVAL, AND BUILDING PERMITS FOR THE USE OF  
9 LAND FOR NEW PUBLIC SELF STORAGE FACILITIES;  
10 PROVIDING FOR WAIVERS; PROVIDING FOR VESTED  
11 RIGHTS; PROVIDING FOR APPEALS; PROVIDING FOR  
12 MODIFICATIONS TO VESTED DEVELOPMENTS; REQUIRING  
13 EXHAUSTION OF ADMINISTRATIVE REMEDIES; PROVIDING  
14 FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY;  
15 AND PROVIDING FOR AN EFFECTIVE DATE. *(INTRODUCED*  
16 *BY MAYOR BRENT LATHAM)*

17  
18 **WHEREAS**, in recent years, the self-storage industry has proven to be one of the  
19 sectors with the most rapid growth in the Florida commercial real estate industry; and

20 **WHEREAS**, to prevent the proliferation of self-storage facilities spreading too far,  
21 too fast, it is necessary to study the issue to determine the number and locations  
22 appropriate for North Bay Village (the "Village") ; and

23 **WHEREAS**, the Village's desires a commercial corridor with interactive and  
24 dynamic uses that promote a vibrant and active lifestyle for Village residents; and

25 **WHEREAS**, the Village continuously monitors and reviews the Village's  
26 Comprehensive Plan and Land Development Code to ensure appropriate development  
27 within the Village, and from time to time recognizes the need to study and amend aspects  
28 of same; and

29 **WHEREAS**, the Village Mayor and Commission now desire to exercise its right to  
30 research and study the zoning standards necessary to appropriately locate and regulate

# Addendum Agenda Item 15A

Ord. #2019-  
Page 2 of 6

31 public self-storage facilities within its jurisdictional boundaries, and therefore directs the  
32 Village Manager to return within one hundred twenty (120) days of this action with a  
33 report detailing the zoning recommendations for regulation of public self-storage facilities  
34 and a draft ordinance that provides revised zoning standards for public self-storage  
35 facilities; and

36 **WHEREAS**, to preserve the status quo, it is necessary to establish a prohibition  
37 on the submission and acceptance of applications for administrative review, site plan  
38 approval, and building permits for public self-storage facilities within the Village for 180  
39 days; and

40 **WHEREAS**, such a prohibition for one hundred and eighty (180) days is the  
41 minimum reasonable time based upon the time needed to enable the Village to properly  
42 study the issues associated with the placement, number and locations of self-storage  
43 facilities in the Village.

44 **NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMISSION**  
45 **OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:**

46 **Section 1. Recitals.** The above Recitals are confirmed, adopted, and  
47 incorporated herein and made a part hereof by this reference.

48 **Section 2. Moratorium Imposed.** During the time that this Ordinance is in  
49 effect as specified herein, there shall be imposed a moratorium upon the submission and  
50 acceptance of applications for administrative review, site plan approval, and building permits  
51 for, and the issuance of any development orders and development permits that include

CODING: Words in ~~struck through~~ type are deletions from existing law;  
Words in underscoring type are additions.

# Addendum Agenda Item 15A

Ord. #2019-  
Page 3 of 6

52 provisions for the construction of, new public self-storage facilities within the corporate limits  
53 of the Village, unless otherwise excepted herein.

54 **Section 3. Term.** The moratorium imposed by this Section is temporary and,  
55 unless lifted earlier or extended by the Mayor and Commission, shall automatically expire  
56 six (6) months from the date of adoption of this Ordinance. This moratorium will also be  
57 lifted upon the adoption of new land development regulations in the Village, the formulation  
58 of which shall be expeditiously pursued.

59 **Section 4. Waivers.** The Mayor and Commission after a public hearing, may  
60 grant a waiver to the moratorium provided above and authorize the issuance of building  
61 permits for, and development orders and development permits that include provisions for  
62 the construction of, new public self-storage facilities within the Village, where it is  
63 determined that the specific activity will not detrimentally affect the outcome and  
64 implementation of the comprehensive study process being undertaken by the Village for the  
65 development of appropriate and effective new public self-storage facilities regulations.

66 **Section 5. Vested Rights.** Nothing in this ordinance shall be construed or  
67 applied to abrogate the vested rights of a property owner to begin or complete development  
68 where the property owner can demonstrate each of the following:

- 69 (1) An application(s) for administrative review, site plan approval, and/or  
70 building permits for public self-storage facilities was filed before,  
71 and/or a governmental approval or issuance of same obtained prior to,  
72 the earlier of the issuance of a notice of zoning in progress or the  
73 effective date of this Ordinance;

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Words in underscored type are additions.



# Addendum Agenda Item 15A

Ord. #2019-  
Page 5 of 6

96 regulations then in effect, including applicable concurrency regulations, and zoning in  
97 progress. This right to apply for modification does not in any manner vest any rights, and  
98 such application shall be considered a new application subject to de novo proceedings.

99 **Section 8. Exhaustion of administrative remedies.** No property owner  
100 claiming that this section as applied constitutes or would constitute a temporary or  
101 permanent taking of private property or an abrogation of vested rights may pursue such  
102 claim in court unless he or she has first exhausted the administrative remedies provided in  
103 this section.

104 **Section 9. Implementation.** The Village Manager, Village Clerk, and Village  
105 Attorney are hereby authorized and directed to implement the provisions of this  
106 Ordinance and to take any and all necessary administrative actions as may be appropriate  
107 by their position to execute the purpose of this Ordinance.

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

114 **Section 11. Effective Date.** This Ordinance shall become effective  
115 immediately upon adoption.

116 The foregoing Ordinance was offered by \_\_\_\_\_, who moved  
117 its adoption. The motion was seconded by \_\_\_\_\_, and upon  
118 being put to a vote, the vote was as follows:

CODING: Words in ~~struck through~~ type are deletions from existing law;  
Words in underscored type are additions.

# Addendum Agenda Item 15A

Ord. #2019-  
Page 6 of 6

119

120

121 **FINAL VOTE AT ADOPTION:**

122

123 Mayor Brent Latham \_\_\_\_\_

124 Vice Mayor Marvin Wilmoth \_\_\_\_\_

125 Commissioner Jose R. Alvarez \_\_\_\_\_

126 Commissioner Andreana Jackson \_\_\_\_\_

127 Commissioner Julianna Strout \_\_\_\_\_

128

129

130 PASSED AND ADOPTED on FIRST READING THIS \_\_\_\_ day of \_\_\_\_\_ 2019.

131

132 PASSED AND ADOPTED on SECOND READING THIS \_\_\_\_ day of \_\_\_\_\_ 2019.

133

134

135

136

137

\_\_\_\_\_  
BRENT LATHAN, MAYOR

138

139 ATTEST:

140

141

142 \_\_\_\_\_  
GRACIELA MARIOT, INTERIM VILLAGE CLERK

143

144 APPROVED AS TO LEGAL FORM AND SUFFICIENCY

145 FOR THE SOLE USE AND RELIANCE OF NORTH BAY VILLAGE

146

147

148

149

150 \_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN

151 INTERIM VILLAGE ATTORNEY

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Words in underscoring type are additions.

# Addendum Agenda Item 15B1

## North Bay Village RFQ 2019-001 Legal Services

**Date:** Wednesday, March 06, 2019

**Time:** 6:30 PM

### Ranking

Firm	Sonja Dickens	Hans Ottinot	Richard Sarafan	Tamante L. Leary	Jared Liebner
Joseph Geller, Greenspoon Marder, LLP.	4	1	1	4	3
Law Offices of Jacob C. Jackson, P.A.	3	4	4	2	2
Nabors Giblin & Nickerson, P.A.	2	3	3	5	5
Vose Law Firm, LLP.	5	2	5	3	4
Weiss Serota Helfman Cole & Bierman, PL.	1	1	2	1	1

Voting Results	#1	#2	#3	#4	#5
Joseph Geller, Greenspoon Marder, LLP.	2		1	2	
Law Offices of Jacob C. Jackson, P.A.		1	1	2	
Nabors Giblin & Nickerson, P.A.		1	2		2
Vose Law Firm, LLP.		1	1	1	2
Weiss Serota Helfman Cole & Bierman, PL.	4	1			

Comments to the Commission:

Ranking Passed by Concesus - Committee states that all applicants are qualified attorneys and if further evaluation is needed, the Village Commission can request individual presentations . In addition, the committee assumes the Village will negotiate accpetable rates based on budget and not on quotes provided.

# Addendum Agenda Item 15B1

LEGAL SERVICES  
North Bay Village, Florida  
RFP No. 2019-001

---

---

## List of Respondents:

- Joseph Geller, Greenspoon Marder, LLP.
- Nabors Giblin & Nickerson P.A.
- Law Offices of Jacob C. Jackson, P.A.
- Weiss Serota Helfman Cole & Bierman, PL.
- Vose Law Firm, LLP.

1. Greenspoon Marder, (Joe Geller)

2. Weiss Serota

3. Nabors Giblin

~~(X) 5~~ Vose Law Firm

~~(X) 4~~ Jackson P.A.

## Comments:

---

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---

Evaluator Name:

Richard Sarafan

Evaluator Signature:

Richard Sarafan

Date:

3/6/19



# Addendum Agenda Item 15B1

LEGAL SERVICES  
North Bay Village, Florida  
RFP No. 2019-001

---

List of Respondents:

- Joseph Geller, Greenspoon Marder, LLP.
- Nabors Giblin & Nickerson P.A.
- Law Offices of Jacob C. Jackson, P.A.
- Weiss Serota Helfman Cole & Bierman, PL.
- Vose Law Firm, LLP.

1. Weiss Serota
2. Nabors Giblin
3. Jacob Jackson, P.A.
4. Greenspoon Marder
5. Vose Law Firm

Comments:

---

---

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---

Evaluator Name:

Sonya K. Dickens

Evaluator Signature:

[Signature]

Date:

3/16/19

# Addendum Agenda Item 15B1

LEGAL SERVICES  
North Bay Village, Florida  
RFP No. 2019-001

---

List of Respondents:

- Joseph Geller, Greenspoon Marder, LLP.
- Nabors Giblin & Nickerson P.A.
- Law Offices of Jacob C. Jackson, P.A.
- Weiss Serota Helfman Cole & Bierman, PL.
- Vose Law Firm, LLP.

1. Weiss Serota
2. Jacob C. Jackson, P.A.
3. Vose Law Firm
4. Greenspoon Marder
5. Nabors, Giblin, & Nickerson, P.A.

Comments:

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---

Evaluator Name:

Temante' Leary

Evaluator Signature:

[Signature]

Date:

3/6/19

# Addendum Agenda Item 15B1

LEGAL SERVICES  
North Bay Village, Florida  
RFP No. 2019-001

---

List of Respondents:

- Joseph Geller, Greenspoon Marder, LLP.
- Nabors Giblin & Nickerson P.A.
- Law Offices of Jacob C. Jackson, P.A.
- Weiss Serota Helfman Cole & Bierman, PL.
- Vose Law Firm, LLP.

1. Weiss serota
2. Jacob Jackson
3. Greenspoon Marder
4. Vose Law Firm
5. Nabors.

Comments:

I believe all firms should be interviewed

---

---

Evaluator Name:

Jarred Leber

Evaluator Signature:

[Signature]

Date:

3/6/19

# Addendum Agenda Item 15B1

LEGAL SERVICES  
North Bay Village, Florida  
RFP No. 2019-001

---

---

List of Respondents:

- Joseph Geller, Greenspoon Marder, LLP.
- Nabors Giblin & Nickerson P.A.
- Law Offices of Jacob C. Jackson, P.A.
- Weiss Serota Helfman Cole & Bierman, PL.
- Vose Law Firm, LLP.

1. Weiss Serota
2. Vose Law Firm
3. Nabors Giblin
4. Law Offices of Jacob C. Jackson, P.A.
5. Greenspoon Marder

Comments:

---

---

---

---

Evaluator Name:

Hans Ottnot

Evaluator Signature:

[Signature]

Date:

3/6/19

# Addendum Agenda 15B2

## RESOLUTION NO. 2019-

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPOINTING A VILLAGE CLERK; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE.

**WHEREAS**, Interim Village Clerk Graciela Mariot has resigned from the Village effective March 20, 2019; and

**WHEREAS**, the Village Commission desires to appoint \_\_\_\_\_ as the new Village Clerk, pursuant to Section 4.02 of the Village Charter.

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

**Section 1. Recitals.** The foregoing Recitals are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2. Appointment.** \_\_\_\_\_ is hereby appointed as the new Village Clerk effective from March 12, 2019, pursuant to Section 4.02 of the Village Charter.

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

The foregoing Resolution was offered by \_\_\_\_\_, who moved for its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to vote as follows:

### FINAL VOTE AT ADOPTION:

Mayor Brent Latham	_____
Vice Mayor Marvin Wilmoth	_____
Commissioner Jose Alvarez	_____
Commissioner Andreana Jackson	_____
Commissioner Juliana Strout	_____

**PASS AND ADOPTED** this \_\_\_\_\_ day of March 2019.

\_\_\_\_\_  
Brent Latham, Mayor

### ATTEST:

\_\_\_\_\_  
Graciela Mariot, Interim Village Clerk

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

By: \_\_\_\_\_  
Daniel A. Espino, Interim Village Attorney

# Addendum Agenda Item 15C



## NORTH BAY VILLAGE

OFFICIAL BALLOT  
APPOINTMENT OF COMMUNITY ENHANCEMENT BOARD  
March 12, 2019 Regular Commission Meeting

SELECT A TOTAL OF FIVE (5)

- Paul Crespo
- Olga Pinto
- Jose R. Pinto
- Silvia Prado
- Jack Rattner
- Ana Rivera
- Sondra Shumaker
- Faith Swan
- Luis Torrego
- Cecilia Veloz
- \_\_\_\_\_
- \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

# Addendum Agenda Item 15C

*Verified ID*



## 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 Paul Crespo DATE 11/13/2018  
 MAILING ADDRESS 1770 79th Street Causeway #D-203, North Bay Village, FL 33141  
 EMAIL paulcrespo10@yahoo.com TELEPHONE # (786) 356-2061  
 VILLAGE RESIDENT: YES  NO   
 BUSINESS OWNER: YES  NO  HOW MANY YEARS 7  
 PAST OR PRESENT \_\_\_\_\_  
 NAME AND ADDRESS OF BUSINESS \_\_\_\_\_

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? \_\_\_\_\_

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON: *I'll serve on 2 boards.*

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

*Favorite*

*add to Community Enhancement Board*

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

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

SEE ATTACHED

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

SEE ATTACHED

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

**Submit Form**

# Addendum Agenda Item 15C

## North Bay Village Board/Committee Application Attachment

### **Please give a summary of your work and civic service experience:**

I have a Bachelor of Arts from the University of Miami and a Master of Arts from the State University of New York – Stony Brook. I have spent the last 26 years working with law firms mainly in the civil, business, and complex litigation departments. My current title is Senior Paralegal and I participate in all aspects of our cases from inception, discovery phase, motion practice, research, and ultimately settlement or trial. I have attended hearings, depositions, and trials in Atlanta, Boca Raton, Chicago, Dearborn, Miami, Naples, New York City, Orlando, Philadelphia, Tampa, and San Juan - Puerto Rico.

My current supervisor of 8 ½ years, Nina Stillman Mandel, will be happy to serve as a professional reference. You can contact her at (305) 374-7771.

For the last 8 years I've been active in the South Florida Recovery Community. In addition to service as a Sponsor/Mentor to individuals in recovery, I have been a member of Lambda-Miami Dade from 2010 to today and served on the Board of Directors in 2011 and 2012. The mission of Lambda-Miami Dade is to run a clubhouse for the purpose of running 12 Step Meetings and sober events for the LGBTQ community and its allies. I have also served in various capacities with the Florida Roundup – a conference which is attended by 800 to 1000 people which focus is on recovery. In 2013 I was on the program committee; 2015 was on the entertainment committee; in 2016 was the recording secretary; and in 2018 was the corresponding secretary.

### **Please comments on how you think your background qualifies you to serve on this board and what you may be able to contribute.**

My work experience is an excellent primer to serve on either board because organization, meeting deadlines, working within specific parameters including legal ones, working with others, and staying cost conscience is essential in my field. We have clients to answer to and they want the work to be performed effectively, timely, and at a reasonable cost.

My service work has also been enhanced by my work experience because many of the tools I use professionally apply there as well. Whether I am chairing a meeting of 20 people, speaking before a group of 200, or welcoming 700 people to an event. I prepare for all the same way because ultimately, I want everyone I interact with to leave with a positive message.

For the last year I have been attending our village halls meetings and workshops. I am ready to take the next step on get on a board.



# Addendum Agenda Item 15C



## 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 Olga I Pinto DATE 12/7/2018  
 MAILING ADDRESS Olga lucia pinto @A+T.NET  
 EMAIL 1790-79 Street Apto B 203 TELEPHONE # 305 409 2316  
 VILLAGE RESIDENT: YES  NO  HOW MANY YEARS 12  
 BUSINESS OWNER: YES  NO  PAST OR PRESENT   
 NAME AND ADDRESS OF BUSINESS \_\_\_\_\_

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? \_\_\_\_\_

#### CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

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

ARE YOU A REGISTERED VOTER? YES  NO

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

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

Currently work as an interior design assistant. Have extensive knowledge of preparation of event design/ Art design + sculpture.

#### 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)

My husband is a sculptor which will be help the village with making sure designs are appropriate.

(Board Meetings are scheduled during evening hours. All Board Members are required to disclose their Financial Interest annually. Additionally, (4) 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 (Copy of Driver's License/ID) and North Bay Village Voter is required.

# Addendum Agenda Item 15C



## 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 Jose R Pinto DATE 12/7/2018  
 MAILING ADDRESS 1790-79 St SW Apto B 203  
 EMAIL Jose.R.PintoPinto@BellSouth.net TELEPHONE # 305 4092316  
 VILLAGE RESIDENT: YES  NO  HOW MANY YEARS 30  
 BUSINESS OWNER: YES  NO  PAST OR PRESENT \_\_\_\_\_  
 NAME AND ADDRESS OF BUSINESS www.PintoPinto.com  
Pintopinta@bellsouth.net

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? \_\_\_\_\_

**CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:**

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

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

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:  
I'm a sculptor who designed the Kennedy Cusy  
Sculpture.

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)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Board Meetings are scheduled during evening hours. All Board Members are required to disclose their Financial Interest annually. Additionally, (4) 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 (Copy of Driver's License/ID) and North Bay Village Voter is required.

# Addendum Agenda Item 15C



## NORTH BAY VILLAGE

Village Hall • 1666 Kennedy Causeway, Suite 300, North Bay Village • FL 33141  
 Phone: 305-756-7171 • Fax: 305-756-7722 • [www.nbvillage.com](http://www.nbvillage.com)

### BOARD/COMMITTEE APPLICATION

Name: Silvia PRADO Date: 12/11/2018

Home Address: 7540 Mutiny Ave. North Bay Village FL 33141

Mailing Address: same

Email: pradosv@yahoo.com Telephone: 305-505-4793

Village Resident:  Yes  No How many years: 3yrs  Yes  No

Business Owner:  Yes  No Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

How long have you been operating in the village? \_\_\_\_\_

Check the board committee you would like to serve on:

Animal control advisory board	<input type="checkbox"/>	Community enhancement board	<input checked="" type="checkbox"/>
Arts, cultural & special events board	<input type="checkbox"/>	Planning & zoning board	<input type="checkbox"/>
Business development advisory board	<input type="checkbox"/>	Youth & education services board	<input type="checkbox"/>
Citizens budget and oversight board	<input type="checkbox"/>	Special needs advisory board	<input type="checkbox"/>
Signage review committee	<input type="checkbox"/>		

Are you a registered voter?  Yes  No

Have you ever served on a village board/committee?  Yes  No

**Please give a summary of your work and civic service experience:**

Best Buddies, YMCA of the USA, Coastal Boxer rescue, Stanton House Condominium board President.

**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)**

experience running multi million dollar budgets, proposals, sales, presentations, condo board HOA, volunteering.

In completing this application, you are acknowledging that personal information you provide is subject to Florida Public Records Law as per Chapter 119, Florida Statutes, Article I, Section 24 of the State Constitution. You will be required to submit verification of residency (Copy of Driver's License/ID) and proof of North Bay Village Voter Registration along with your application. Additionally, members are required to complete four (4) hours of Ethics Training during their term of Office. Once appointed, all Board Members are required to complete Financial Disclosure Forms annually. Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement."

# Addendum Agenda Item 15C



## North Bay Village

Administrative Offices

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

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

### BOARD/COMMITTEE APPLICATION

NAME Jack Rattner DATE 11/08/2018

MAILING ADDRESS 7611 Beach View Drive

EMAIL jrattner@gmail.com TELEPHONE # 786.766.7777

VILLAGE RESIDENT: YES  NO  HOW MANY YEARS 47

BUSINESS OWNER: YES  NO  PAST OR PRESENT

NAME AND ADDRESS OF BUSINESS \_\_\_\_\_

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? \_\_\_\_\_

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

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

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES  NO

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

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES  NO

ARE YOU A REGISTERED VOTER? YES  NO

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

I have grown up living in the same house here in North Bay Village since 1972 and have watched the many changes of our city.  
 I have run for commission and served on our: Budget & Oversight Board, Community Enhancement Board, Signage Review Committee and Youth Services Board.  
 I actively volunteer for many charities such as: University of Miami's Project Newborn to raise money for Jackson Memorial Neonatal Intensive Care Unit and Research, Alzheimer's Association and American Cancer Society to name a few.  
 2018 Chair for Security Guard Committee of North Bay Island Residents

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

As a Procurement & Business Technology Advisory/Engineer/Telecommunications/VOIP for over 34 years, my background and hands on experience qualifies me to proudly serve & help our City.  
 I work extensively with full facets of; Accounting Principals, Contracts, Cost Recovery, Budgets & Preparation of Bids/RFP working with State Contracts.  
 I have over 34 years IT & Telecommunications/VOIP/PBX Experience and hold Premier Certifications from: Microsoft MCSE, MCP, CompTIA CDIA-(Certified Document Imaging Architect),  
 Ricoh Globalcan 2.0 Certified Engineer, DocuLex Certified Engineer, Equitrac Certified Support Partner, Captaris RightFax Certified Technician, e-Copy Certified Engineer, Objectif Lune Planet Press Suite, Maintenance Automation Corporation CHIEF Integrated Airport Management Software, Decision Data IBM System Manager (A/R, A/P, Payroll),  
 S.C.O.R.E. How to prepare a Business Plan, Adobe Suite (InDesign, Illustrator, Photoshop, Premier Pro, After Effects), Microsoft (Windows, Server, Office)

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

# Addendum Agenda Item 15C



## NORTH BAY VILLAGE

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### BOARD/COMMITTEE APPLICATION

Name: Ana Rivera Date: 11/26/2018  
 Home Address: 7611 Center Bay Drive  
 Mailing Address: same as above  
 Email: anarivera722@netscape.net Telephone: (305) 754-5818 Home  
(305) 498-9544  
 Village Resident:  Yes  No How many years: 15  Yes  No  
 Business Owner:  Yes  No Business Name: \_\_\_\_\_  
 Business Address: \_\_\_\_\_

How long have you been operating in the village? \_\_\_\_\_

Check the board committee you would like to serve on:

- Animal control advisory board
- Arts, cultural & special events board
- Business development advisory board
- Citizens budget and oversight board
- Signage review committee


- Community enhancement board
- Planning & zoning board
- Youth & education services board
- Special needs advisory board

<input checked="" type="checkbox"/>

Are you a registered voter?

Yes  No

Have you ever served on a village board/committee?

Yes  No

Climate Change or Water rise board

① Please give a summary of your work and civic service experience:

Work: Sandoz Pharmaceutical - medical Representative  
University of Miami - Research →

② Please comment on how you think your background qualifies you to serve on this board and what you may be able to contribute: (use additional page if necessary)

I have a clear vision of what North Bay Village needs to improve. I have seen many cities not only around Miami but around →

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# Addendum Agenda Item 15C



## 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 Sondra Shumaker DATE 12/12/18  
 MAILING ADDRESS 7945 East Drive 201 NBV, FL 33141  
 EMAIL sondra@planitperfect.ent TELEPHONE # 4049011490  
 VILLAGE RESIDENT: YES  NO  HOW MANY YEARS 20  
 BUSINESS OWNER: YES  NO  PAST OR PRESENT \_\_\_\_\_  
 NAME AND ADDRESS OF BUSINESS Planit Perfect LLC, 250 10th Street Atlanta, GA 30309

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? n/a

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

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

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

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

SEE ATTACHED  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

SEE ATTACHED  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**Submit Form**

# Addendum Agenda Item 15C



## NORTH BAY VILLAGE

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CJM  
11/30/18

### BOARD/COMMITTEE APPLICATION

Name: Faith Swan Date: Nov 29, 2018

Home Address: 7905 East Drive #8A NBV, FL 33141

Mailing Address: || ||

Email: Dreams614@gmail.com Telephone: 305.803.7280

Village Resident:  Yes  No How many years:  Yes  No

Business Owner:  Yes  No Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

How long have you been operating in the village? \_\_\_\_\_

Check the board committee you would like to serve on:

Animal control advisory board	<input checked="" type="checkbox"/>	Community enhancement board	<input checked="" type="checkbox"/>
Arts, cultural & special events board	<input checked="" type="checkbox"/>	Planning & zoning board	<input type="checkbox"/>
Business development advisory board	<input type="checkbox"/>	Youth & education services board	<input checked="" type="checkbox"/>
Citizens budget and oversight board	<input checked="" type="checkbox"/>	Special needs advisory board	<input type="checkbox"/>
Signage review committee	<input type="checkbox"/>		

Are you a registered voter?  Yes  No  
 Have you ever served on a village board/committee?  Yes  No

**Please give a summary of your work and civic service experience:**

*I volunteered for my committee running Treasure Coast Reuse Center in Port St. Lucie for many years. We collected trash in our neighborhoods and ran a reuse center where we collected unwanted items and gave to people in need in the community, as well as making & refurbishing trash to*

**Please comment on how you think your background qualifies you to serve on this board and what you may be able to contribute: (use additional page if necessary)**

*I am very passionate about reduce, recycle, reuse, & reinvent! I believe we can evoke change on the island to have a cleaner more beautiful place to live! Recycling & renewable resources is very important to me & I hope to bring awareness*

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*change to my community!*

# Addendum Agenda Item 15C



## North Bay Village

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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 Luis Torpedeo DATE 12/3/18  
 MAILING ADDRESS Fell Center Bldg FL  
 EMAIL torpedeo.olivia@gmail.com TELEPHONE # 1 305 439-4096  
 VILLAGE RESIDENT: YES  NO  HOW MANY YEARS 15  
 BUSINESS OWNER: YES  NO  PAST OR PRESENT \_\_\_\_\_  
 NAME AND ADDRESS OF BUSINESS \_\_\_\_\_

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE?       

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON: (2)

ANIMAL CONTROL ADVISORY BOARD	<input type="checkbox"/>	COMMUNITY ENHANCEMENT BOARD	<input checked="" type="checkbox"/> (1)
ARTS, CULTURAL & SPECIAL EVENTS BOARD	<input type="checkbox"/>	PLANNING & ZONING BOARD	<input checked="" type="checkbox"/>
BUSINESS DEVELOPMENT ADVISORY BOARD	<input type="checkbox"/>	YOUTH & EDUCATION SERVICES BOARD	<input type="checkbox"/>
CITIZENS BUDGET AND OVERSIGHT BOARD	<input type="checkbox"/>	SPECIAL NEEDS ADVISORY BOARD	<input type="checkbox"/>
SIGNAGE REVIEW COMMITTEE	<input type="checkbox"/>	ADVISORY CHARTER REVIEW BOARD	<input type="checkbox"/>

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

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:  
I HAVE PARTICIPATED IN FOOD DRIVES AND ATTENDED  
A NUMBER OF NBV COMMISSION MEETINGS.

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)  
I HAVE A BACHELOR DEGREE IN ACCOUNTING & FINANCE.  
FINANCIAL AS AN INVESTMENT BANKER FOR OVER 20  
YEARS. I HAVE ADVISED LARGE COMPANIES ON COMPLEX  
ESTRATEGIC & FINANCIAL TRANSACTIONS SUCH AS DIVESTMENTS,  
ACQUISITION & FINANCIAL RESTRUCTURING

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(1) My wife also apply for this board. If we can not be together, please do not count me for this board.  
 (2) I am interested in a ~~global~~ global warming board.

Submit Form



# Addendum Agenda Item 15C



## North Bay Village

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 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 Cecilia Veloz DATE 11/30/18

MAILING ADDRESS 7504 Bounty Ave

EMAIL ceciveloz@yahoo.com OR cecivelozoc@gmail.com TELEPHONE # 305-975-8455

VILLAGE RESIDENT: YES  NO  HOW MANY YEARS 5

BUSINESS OWNER: YES  NO  PAST OR PRESENT \_\_\_\_\_

NAME AND ADDRESS OF BUSINESS N/A

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

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

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

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES  NO

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

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES  NO

ARE YOU A REGISTERED VOTER? YES  NO

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

I worked in the marketing and commercial departments of L'Oreal Paris and other high end cosmetics companies.  
 I created and implemented marketing plans and training manuals to be used worldwide.  
 I traveled throughout the Americas evaluating retail sell thru, conducting presentations, trainings, and hosting press conferences.  
 After, I worked for attorneys as a legal secretary & office Manager handling all aspects of business operations including but not limited to, client relations, accounting, training of staff, scheduling and legal research. I was the Animal Control Advisory Board Chair and a member of the Beautification board

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

I moved to NBV because I felt that it had great potential for growth. I envision a beautiful, clean village that also evokes the feeling of a seaside town. Or in our case, a bayside town. I am able to work well in a group setting and take the initiative in finding solutions to problems. I was the ACAB chair and had success in working with a group of members whos personal agendas were their priority and not what was best for the village.  
 Yet, I was able to lead us in a direction where we found solutions and compromise in order to reach our goals.

(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).

Submit Form

# Addendum Agenda Item 15D



## NORTH BAY VILLAGE

OFFICIAL BALLOT  
APPOINTMENT OF RESIDENTS SERVICES BOARD  
March 12, 2019 Regular Commission Meeting

SELECT A TOTAL OF FIVE (5)

- Lidia Cantave
- Olga Pinto
- Jose R. Pinto
- Sondra Shumaker
- Faith Swan
- Cecilia Veloz
- Kevin Vericker
- \_\_\_\_\_
- \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

# Addendum Agenda Item 15D

GM



## 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 Lidia Cantave DATE 11-13-18

MAILING ADDRESS 1555 North Treasure DR 203 North Bay Village FL 33141

EMAIL lidpandora@aol.com TELEPHONE # 7865546188

VILLAGE RESIDENT: YES  NO  HOW MANY YEARS 8 about

BUSINESS OWNER: YES  NO  PAST OR PRESENT \_\_\_\_\_

NAME AND ADDRESS OF BUSINESS \_\_\_\_\_

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? \_\_\_\_\_

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

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

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES  NO

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

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES  NO

ARE YOU A REGISTERED VOTER? YES  NO

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

Volunteer and leader in Cub Scouts and Boy Scouts, School MVP(PTA), school fundraising, school volunteer for all activities, EESAC, classroom parent,  
 involved in planning and executing multiple youth events camping trips, carnivals, dances, field trips etc. Worked to keep PAL Summer in town budget.  
 Work for a medical practice in budgeting and accounts receivable.

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

I have experience working for a medical practice with multiple locations on their budget and accounts receivable. I am highly involved with  
 the scouting program and serve as a leader planning and coordinating to meet the needs of our scouts from earning rank, fundraising, to planning events.  
 I am on the PTA(MVP) and EESAC at my sons school involved in all activities and fund raising. I organized PAL Summer Camp parents to come together and  
 bring our concerns to the commission to keep the camp in the budget. I have attended village workshops and met with finance to discuss my concerns at a local level.

(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).

**Submit Form**

# Addendum Agenda Item 15D



## North Bay Village

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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 Kevin Vericker DATE March 8, 2019

MAILING ADDRESS 7520 Hispanola Ave North Bay Village FL 33141

EMAIL kvericker@gmail.com TELEPHONE # (305) 866-7071

VILLAGE RESIDENT: YES  NO  HOW MANY YEARS 20

BUSINESS OWNER: YES  NO  PAST OR PRESENT \_\_\_\_\_

NAME AND ADDRESS OF BUSINESS \_\_\_\_\_

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? \_\_\_\_\_

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

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

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES  NO

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

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES  NO

ARE YOU A REGISTERED VOTER? YES  NO

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

Most recent relevant experience was from June 2017 through November 2017 as a Service Officer in the City of Miami. It was a special assignment from my then employer IBM to create and deliver a Services Portfolio to the 5 General Studies High Schools in the City of Miami. This was the first full directory of educational support services.  
In 2010 I was chair of the Youth Services Board in North Bay Village.  
Previously served on the Budget Oversight Board

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

- 1.) The Board needs to create a full directory of Educational, Recreational and Special Needs services available to Village residents. My work in the City of Miami uniquely positions me to do this quickly and effectively.
- 2.) The Board needs to understand the limitations of space and budget and develop cooperative relationships with neighboring municipalities. I have close contacts in both the City of Miami and Miami Beach.
- 3.) I have a graduate certificate in Public Administration and 30 years career experience working with governments at all levels.

(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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# Addendum Agenda Item 15D



## 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 Olga I Pinto DATE 12/7/2018  
 MAILING ADDRESS Olga lucia pinto @ATT.NET  
 EMAIL 1790-79 Street Apto B 203 TELEPHONE # 305 409 2316  
 VILLAGE RESIDENT: YES  NO  HOW MANY YEARS 12  
 BUSINESS OWNER: YES  NO  PAST OR PRESENT   
 NAME AND ADDRESS OF BUSINESS \_\_\_\_\_

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? \_\_\_\_\_

#### CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

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

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

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

Currently work as an interior design assistant. Have extensive knowledge of preparation of event design/ Art design + sculpture.

#### 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)

My husband is a sculptor which will be help the village with making sure designs are appropriate.

(Board Meetings are scheduled during evening hours. All Board Members are required to disclose their Financial Interest annually. Additionally, (4) 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 (Copy of Driver's License/ID) and North Bay Village Voter is required.

# Addendum Agenda Item 15D



## North Bay Village

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

### BOARD/COMMITTEE APPLICATION

NAME Jose R Pinto DATE 12/7/2018  
 MAILING ADDRESS 1790-79 St SW apt B 203  
 EMAIL Jose.R.PintoPinto@BellSouth.net TELEPHONE # 305 4092316  
 VILLAGE RESIDENT: YES  NO  HOW MANY YEARS 30  
 BUSINESS OWNER: YES  NO  PAST OR PRESENT   
 NAME AND ADDRESS OF BUSINESS www.PintoPinto.com  
Pintopinta@bellsouth.net

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? \_\_\_\_\_

#### CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

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

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

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:  
I'm a sculptor who designed the Kennedy Cusy  
Sculpture.

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)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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# Addendum Agenda Item 15D

## Agenda Item 15B - Art Cultural & Special Events



### North Bay Village

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

### BOARD/COMMITTEE APPLICATION

NAME Cecilia Veloz DATE 11/30/18

MAILING ADDRESS 7504 Bounty Ave

EMAIL ceciveloz@yahoo.com OR cecivelozoc@gmail.com TELEPHONE # 305-975-8455

VILLAGE RESIDENT: YES  NO  HOW MANY YEARS 5

BUSINESS OWNER: YES  NO  PAST OR PRESENT \_\_\_\_\_

NAME AND ADDRESS OF BUSINESS N/A

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

**CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:**

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

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES  NO

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

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES  NO

ARE YOU A REGISTERED VOTER? YES  NO

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

I worked in the marketing and commercial departments of L'Oreal Paris and other high end cosmetics companies.  
 I created and implemented marketing plans and training manuals to be used worldwide.  
 I traveled throughout the Americas evaluating retail sell thru, conducting presentations, trainings, and hosting press conferences.  
 After, I worked for attorneys as a legal secretary & office Manager handling all aspects of business operations including but not limited to, client relations, accounting, training of staff, scheduling and legal research. I was the Animal Control Advisory Board Chair and a member of the Beautification board

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

I moved to NBV because I felt that it had great potential for growth. I envision a beautiful, clean village that also evokes the feeling of a seaside town. Or in our case, a bayside town. I am able to work well in a group setting and take the initiative in finding solutions to problems. I was the ACAB chair and had success in working with a group of members whos personal agendas were their priority and not what was best for the village.  
 Yet, I was able to lead us in a direction where we found solutions and compromise in order to reach our goals.

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**Submit Form**

# Addendum Agenda Item 15D



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### BOARD/COMMITTEE APPLICATION

NAME Sondra Shumaker DATE 12/12/18

MAILING ADDRESS 7945 East Drive 201 NBV, FL 33141

EMAIL sondra@planitperfect.ent TELEPHONE # 4049011490

VILLAGE RESIDENT: YES  NO  HOW MANY YEARS 20

BUSINESS OWNER: YES  NO  PAST OR PRESENT \_\_\_\_\_

NAME AND ADDRESS OF BUSINESS Planit Perfect LLC, 250 10th Street Atlanta, GA 30309

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? n/a

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

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

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES  NO \_\_\_\_\_

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

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES \_\_\_\_\_ NO

ARE YOU A REGISTERED VOTER? YES  NO \_\_\_\_\_

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

SEE ATTACHED  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

SEE ATTACHED  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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**Submit Form**



# Addendum Agenda Item 15D



## NORTH BAY VILLAGE

Village Hall • 1666 Kennedy Causeway, Suite 300, North Bay Village • FL 33141  
 Phone: 305-756-7171 • Fax: 305-756-7722 • [www.nbvillage.com](http://www.nbvillage.com)

EM  
11/30/18

### BOARD/COMMITTEE APPLICATION

Name: Faith Swan Date: Nov 29, 2018

Home Address: 7905 East Drive #8A NBV, FL 33141

Mailing Address: || ||

Email: Dreams614@gmail.com Telephone: 305.803.7280

Village Resident:  Yes  No How many years:  Yes  No

Business Owner:  Yes  No Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

How long have you been operating in the village? \_\_\_\_\_

Check the board committee you would like to serve on:

- |                                       |                                     |                                  |                                     |
|---------------------------------------|-------------------------------------|----------------------------------|-------------------------------------|
| Animal control advisory board         | <input checked="" type="checkbox"/> | Community enhancement board      | <input checked="" type="checkbox"/> |
| Arts, cultural & special events board | <input checked="" type="checkbox"/> | Planning & zoning board          | <input type="checkbox"/>            |
| Business development advisory board   | <input type="checkbox"/>            | Youth & education services board | <input checked="" type="checkbox"/> |
| Citizens budget and oversight board   | <input checked="" type="checkbox"/> | Special needs advisory board     | <input type="checkbox"/>            |
| Signage review committee              | <input type="checkbox"/>            |                                  |                                     |

Are you a registered voter?  Yes  No  
 Have you ever served on a village board/committee?  Yes  No

**Please give a summary of your work and civic service experience:**

*I volunteered for my committee running Treasure Coast Reuse Center in Port St. Lucie for many years. We collected trash in our neighborhoods and ran a reuse center where we collected unwanted items and gave to people in need in the community, as well as making & refurbishing trash to*

**Please comment on how you think your background qualifies you to serve on this board and what you may be able to contribute: (use additional page if necessary)**

*I am very passionate about reduce, recycle, reuse, & reinvent! I believe we can evoke change on the island to have a cleaner more beautiful place to live! Recycling & renewable resources is very important to me & I hope to bring awareness*

In completing this application, you are acknowledging that personal information you provide is subject to Florida Public Records Law as per Chapter 119, Florida Statutes, Article I, Section 24 of the State Constitution. You will be required to submit verification of residency (Copy of Driver's License/ID) and proof of North Bay Village Voter Registration along with your application. Additionally, members are required to complete four (4) hours of Ethics Training during their term of Office. Once appointed, all Board Members are required to complete Financial Disclosure Forms annually. Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement."

*change to my community!*