



# North Bay Village

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## OFFICIAL AGENDA 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).

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### 1. CALL TO ORDER

#### INVOCATION

#### PLEDGE OF ALLEGIANCE

#### ROLL CALL

### 2.

#### A. PROCLAMATIONS AND AWARDS

- i. INTERNATIONAL WOMEN'S DAY AWARD, DENISE O'BRIEN
- ii. PROCLAMATION HONORING LOCAL WOMEN FOR WOMEN'S HISTORY MONTH
  - a. Anne Baskt
  - b. Rivien Murphy
  - c. Doris O'Hare
  - d. Jodie Wilmoth
  - e. Julianna Strout
  - f. Andreana Jackson
  - g. North Bay Village Staff

#### iii. SWEARING IN CEREMONY FOR OFFICER ANTHONY JIMENEZ

#### B. CITIZEN PRESENTATIONS TO THE COMMISSION

- i. Miami Dade Fire Chief Annual Service Presentation

#### C. ADDITIONS AND DELETIONS

### 3. GOOD & WELFARE

### 4. VILLAGE COMMISSION'S REPORT

5. **GRANT WRITER'S REPORT**

6. **ADVISORY BOARD REPORTS**

A. **ANIMAL CONTROL ADVISORY BOARD**

- i. Board Chair Cecilia Veloz

B. **BUSINESS DEVELOPMENT ADVISORY BOARD**

- i. Board Chair Timothy Dennis

C. **CITIZENS BUDGET & OVERSIGHT BOARD**

- i. Board Chair Jack Rattner

D. **COMMUNITY ENHANCEMENT BOARD**

- i. First Meeting March 27, 2019

E. **PLANNING & ZONING BOARD**

- i. Board Chair Bud Farrey

F. **SUSTAINABILITY AND RESILIENCY TASK FORCE**

- i. Board Chair Denise O'Brien

7. **VILLAGE ATTORNEY'S REPORT**

8. **VILLAGE MANAGER'S REPORT**

A. **PROJECT PROGRESS REPORT**

B. **IMPLEMENTATION OF A ZONING VERIFICATION APPLICATION**

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

A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA CREATING AN AUDIT COMMITTEE AND APPROVING GENERAL SPECIFICATIONS FOR AUDITING SERVICES PURSUANT TO LOCAL AND STATE REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER DR. RALPH ROSADO)**

The proposed Resolution will establish an audit committee including professionals from surrounding communities as well as a member from the Budget & Oversight Board. It is intended to include compensation as an evaluation item unless directed differently by the Commission.

- **Commission Action**

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING MAYOR BRENT LATHAM TO SIGN A MUTUAL AID AGREEMENT WITH FLORIDA EMERGENCY MANAGEMENT ADMINISTRATION FOR THE REPLACEMENT ORIGINALLY APPROVED BY RESOLUTION NO. 2017-107 ON DECEMBER 14, 2017; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER DR. RALPH ROSADO)**

The proposed Resolution will authorized Mayor Brent Latham to sign on behalf of the Village for an agreement originally approved on December 14, 2017.

**i. Commission Action**

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR CONSTRUCTION OF THE NORTH BAY VILLAGE BAYWALK – PHASE IIA; PROVIDING CERTIFICATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER DR. RALPH ROSADO)**

The proposed Resolution will authorized Village administration to apply for additional grant funds for the construction of the Baywalk Project.

**• Commission Action**

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); APPROVING A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH FDOT: PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER DR. RALPH ROSADO)**

The proposed Resolution will authorized Village administration to accept a grant from Florida Department of Transportation for the purpose of implementing the SMART NE Corridor Feeder Route which will provide first/last mile connectivity to transit along Biscayne Blvd.

**• Commission Action**

**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**

**B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO EMPLOYMENT; CREATING THE POSITION OF PUBLIC WORKS DIRECTOR AS AN EXEMPT POSITION; AUTHORIZING THE EXPENDITURE FROM THE UTILITY FUND ADMINISTRATION DIVISION TO FUND THE POSITION; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER DR. RALPH ROSADO)**

The proposed Resolution will authorized Village administration to employ a Public Works Director.

**i. Commission Action**

**C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION FOR WATER POINT SOURCE WATER POLLUTION CONTROL; AUTHORIZING LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER DR. RALPH ROSADO)**

The proposed Resolution will authorized Village administration to complete State Revolving Loan Program for Point Source Water Pollution Control.

**i. Commission Action**

**QUASI-JUDICIAL ZONING HEARINGS/JENNINGS DISCLOSURES (INCLUDING ORDINANCES FOR SECOND HEARING):**

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse 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.

**11. PUBLIC HEARINGS INCLUDING ORDINANCE(S) FOR SECOND READING**

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 32, ENTITLED "DEPARTMENTS AND BOARDS", BY DELETING SUBSECTION 32.60, ARTS, CULTURAL AND SPECIAL EVENTS BOARD AND AMENDING SUBSECTION 32.10, COMMUNITY ENHANCEMENT BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR BRENT LATHAM)**

The proposed Ordinance will combined the Art, Cultural and Special Events Board with the Community Enhancement Board.

- Commission Action

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 32, ENTITLED "DEPARTMENTS AND BOARDS", BY RENAMING AND AMENDING SUBSECTION 32.67, YOUTH AND EDUCATION SERVICES BOARD AS "RESIDENT SERVICES BOARD" AND DELETING SUBSECTION 32.86, SPECIAL NEEDS ADVISORY BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR BRENT LATHAM)**

The proposed Ordinance will create a "Resident Services Board" which will include Education Services Board and Special Needs Advisory Board.

- Commission Action

- C. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT CODE; AMENDING SECTION 8.11, ALLOWING SPECIAL USES WHICH THE VILLAGE COMMISSION FINDS APPROPRIATE FOR THE SUBJECT PROPERTY AND WILL NOT ADVERSELY AFFECT THE EXISTING ADJACENT USES OR THE USES PERMITTED IN THE EXISTING ZONING DISTRICT TO BE APPROVED ACCORDING TO THE USE EXCEPTION PROCESS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR BRENT LATHAM)**

The proposed Ordinance will modify §8.11 Use exceptions of Village Code to allow additional uses property.

- 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; 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; 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

**13. NEW BUSINESS**

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

**15. ADJOURNMENT**



**To:** North Bay Village Mayor & Village Commission  
**From:** LaKeesha Morris-Moreau, MSW, GPC  
**Date Submitted:** March 1, 2019  
**Reporting Period:** February 1-28, 2019

### **Grants Submitted this Reporting Period:**

No new grants were submitted on behalf of the Village this reporting period. Three grants were submitted on behalf of the Village in January 2019. (1) The Miami Neat Streets Project to plant street trees throughout the Village passed the initial grant review and is pending a final funding decision by the Neat Streets Board. (2) The Florida Department of Health Opioid Antagonist application was approved, and BellTower is assisting the Village in navigating the remaining steps necessary to accept the grant. (3) The REALTOR grant for construction of the Dog Park is still under review.

### **Grants “Under Construction”**

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

#### **1. Florida Inland Navigation District**

- a. Date Due:** March 29, 2019
- b. Amount Available:** up to \$2 Million (based on FIND website history of grants)
- c. Match Requirement:** \$1:\$1
- d. Summary of RFP:** Funding is available for waterway related projects on natural, navigable waterways within Florida. Eligible waterway related projects include navigation channel dredging, channel markers, navigation signs or buoys, boat ramps, docking facilities, fishing & viewing piers, waterfront boardwalks, inlet management, environmental education, law enforcement equipment, boating safety programs, beach re-nourishment, dredge material management, environmental mitigation, and shoreline stabilization. *The Village is interested in applying for funding to support construction of the first 1,000 Linear Feet of the Baywalk/Boardwalk project (Baywalk Phase I).*



## Grant Updates

**During this reporting period, BellTower assisted the Village in completing the following administrative tasks.**

BellTower assisted the Village with preparing the following State Revolving Loan and Grant reports:

- Water Main Rehabilitation (SRF Loan #DW13040)
- Water Meter Replacement (SRF Loan #DW13042)
- Sewer Rehabilitation (SRF Loan #13041)
- Florida Inland Navigation District (Boardwalk/Baywalk Planning and Design)





# Agenda Item 8A

## North Bay Village Projects Progress Report March 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<b>March 12, 2019 Commission Meeting Update</b>					
<b>Water Main Rehabilitation Project</b> Contractor: ROHL Networks, LP Project Cost: \$3,840,372.40 Amount Billed To-date: \$2,751,812.95 Completion Date: 3/15/19	State Revolving Fund Loan	The project includes rehabilitation and replacement of the Village's water distribution system including water service lines, valves, and fire hydrants. Installation and pressure testing of the new water main system on Treasure Island is substantially complete. Disinfection and activation of the new system on Treasure Island is scheduled for February 2019. Installation and activation of a new water main system on East Drive on Harbor Island is scheduled for early March 2019. Project completion will include site restoration throughout all impacted areas.		✓	
<b>Water Meter Replacement Project</b> Contractor: Metro Express, Inc. Project Cost: \$3,215,410.00 Amount Billed To-date: \$1,079,113.22 Completion Date: Update pending	State Revolving Fund Loan	The project includes replacement of all existing water meters throughout the Village with new "Smart Technology" water meters as well as the installation of a Mobile Based Advanced Metering Infrastructure (AMI) system to read meters in an automated and cost-effective manner. Installation and activation of the new water meters is complete on North Bay Island and West Drive on Harbor Island. Installation of the remaining water meters is substantially complete throughout the Village with activation of those remaining meters subject to completion and activation of the new water main systems. Once fully operational, the program includes a customer portal for website access to their accounts. Project completion will include site restoration throughout all impacted areas.		✓	
<b>Sanitary Sewer Rehabilitation Project</b> Contractor: Insituform Technologies, LLC Project Cost: \$2,375,375.00 Amount Billed To-date: \$2,175,616.58 Completion Date: 3/28/19	State Revolving Fund Loan	The project includes rehabilitation of the Village's wastewater collection system including main sanitary sewer lines, sanitary manholes, and sanitary lateral connections. Evaluation and rehabilitation of the Village's system is substantially complete and inflow and infiltration (INI) into the system has been dramatically reduced. The Contractor is scheduled to perform additional lateral grouting phase in February and March 2019. Additional system evaluation and alternative testing methods will be required to identify any remaining INI for full compliance with Miami-Dade County criteria. If additional rehabilitation is identified, the contract completion date will be adjusted accordingly.		✓	



# Agenda Item 8A


## North Bay Village Projects Progress Report March 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<p><b>Stormwater Outfall Rehabilitation Project</b> Contractor: Ric-Man, Inc. Project Cost: \$821,400.00 Amount Billed To-date: \$383,716.00 Completion Date: May 30, 2019</p> <p><i>*Florida DEP \$225K (Legislative Appropriation) Florida DEP \$150K + NBV Match \$1:\$1 South Florida Water Management District (SFWMD) \$150K + NBV Match \$1:\$1</i></p>	FDEP & SFWMD*	The project includes rehabilitation of the Village's stormwater outfall pipes and the installation of check valves on those outfalls to minimize backflow from Biscayne Bay onto Village roadways during high tide conditions. Phase 1 of the project that included rehabilitation of all active outfall pipes is substantially complete. Additional work including the rehabilitation of a 54" outfall pipe on West Drive on Harbor Island and stormwater catch basin modifications on Treasure Island have been added to the project. The catch basin modifications will improve stormwater quality prior to discharging into the bay. Completion of the remaining work is subject to completion and activation of the new water main on South Treasure Drive but scheduled for May 2019. Project completion will include site restoration throughout all impacted areas.	✓ (Phase 1)	✓	
<p><b>Wastewater Pump Station Improvements</b> Consultant: Kimley-Horn and Associates, Inc. Professional Services Fee: \$228,900 Amount Billed To-date: \$22,885.00 Design Completion: July 2019</p>	State Revolving Fund Loan	The project includes design, permitting, bid documents, construction plans, and bidding assistance to improve the Village's four wastewater pump stations (Village Hall Pump Station, South Treasure Drive Pump Station, Hispanola Avenue Pump Station, and the Main Wastewater Pump Station). The existing stations require repair and/or replacement based on operational deficiencies and equipment failures. The scope of work includes evaluating the Village's existing wastewater pumping and control systems for improved performance and efficiency, evaluating the current wastewater system flow patterns, analyzing pump station capacities, reviewing pump station operation for connection to the Village's existing force main system, and replacing the existing pump station building on Galleon Street with a new submersible pump station for improved site development opportunities. The project is currently in the wastewater capacity analysis and preliminary design phase. Field testing to confirm current conditions of service are scheduled to occur in February and March 2019.		✓	



# Agenda Item 8A

## North Bay Village Projects Progress Report March 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<b>Water and Wastewater GIS Updates</b> Consultant: Kimley-Horn and Associates, Inc. Professional Services Fee: \$22,300 Amount Billed To-date: \$5,970.00 Project Completion: Wastewater System submittal January 2019; Water System submittal June 2019	North Bay Village	As a utility owner in Miami-Dade County, North Bay Village is required to submit Water and Sewer Atlas and As-built information in a geodatabase/GIS file format to the Miami-Dade County Regulatory and Economic Resources Department, Division of Environmental Resources Management (“DERM”) annually. The electronic GIS update must be formatted in compliance with DERM criteria and requirements. This project includes developing the water system, wastewater collection system, and forcemain GIS data for submittal to DERM. The Wastewater system GIS information was submitted to DERM on January 2, 2019. The Water system GIS information is pending based on completion of the rehabilitation project discussed above.		✓	
<b>Harbor Island Traffic Study</b> Consultant: Kimley-Horn and Associates, Inc. Professional Services Fee: \$15,000 Amount Billed To-date: \$11,850.00 Report Completion: March 2019	North Bay Village	This project includes a traffic study associated with the intersection of SR 934/NE 79th Street Causeway and Larry Paskow Way. The Village desires to determine if a portion of the property immediately adjacent to that intersection is needed to improve operation of that intersection by constructing turn lane improvements, extending existing turn lanes, or construction of additional roadway connections from Larry Paskow Way to SR934/NE 79th Street Causeway. The scope of work includes a traffic operations analysis to assist in determining if improvements should be pursued and what type of improvements would be appropriate. The Traffic Operations Study was submitted to the Village on February 1, 2019 for review.		✓	
<b>Sakura Building Demo. &amp; Site Clean-up</b> Contractor: Chin Diesel Project Cost: \$81,700.00 Amount Billed To-date: \$82,800.00 \$1,100.00(Fence Change Order) Final Completion Date: TBD	North Bay Village	Demolition complete. 100% electrical room restoration and trim work around edges completed. Awaiting City’s decision for future use to implement options for site preparation.  		✓	



# Agenda Item 8A

## North Bay Village Projects Progress Report March 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<b>Bike Lane Coloring</b> Consultant: CAP Government, Inc. Professional Services Fee: \$4,000 <i>(plans set and memo preparation only)</i> Project Cost: TBD Project Commencement Date: TBD Final Completion Date: TBD	TBD Possible FDOT LAP Project	The submitted plans were reviewed by FDOT and comments were returned to the Village. The Village reached out to FDOT Planning Manager for guidance on next steps based on the comments received. FDOT is conducting a survey on gaps on the roads that may be eligible for bike lane coloring. The plans were submitted to the Planning Manager for review and guidance on how to move forward.		✓	
<b>Baywalk Plaza Area Design (South Side Only)</b> Consultant: Kimley-Horn & Associates, Inc. Project Cost: \$1,096,789.20 \$911,079 -Base Bid + \$185,710.25 <i>(includes \$185,710.25 for Owner Contingency and Permit Allowance)</i> Change Orders #1 through #9: \$185,710.25  Amount Billed to Date: \$801,323.42 Final Completion Date: 04/15/2019  <i>Construction must be completed by September 2019 as per FIND grant requirements</i>	FIND Grant	The project consists of construction of a Baywalk Plaza at the southeast corner of JFK Causeway and East Treasure Drive. The Baywalk plaza project contains retaining walls, walks, landscaping, irrigation, pylon (monument) sign and site lighting.  <b>The following items have been completed to date:</b> <ul style="list-style-type: none"> <li>- Clearing and grubbing (100% complete)</li> <li>- Retaining walls (100% complete)</li> <li>- Drainage (100% complete)</li> <li>- Grading and fill (100% complete)</li> <li>- Electrical and lighting (95% complete)</li> <li>- East Treasure Drive electrical and water connections (100% complete)</li> <li>- Concrete rip rap installation (100% complete)</li> <li>- Concrete walk (80% complete)</li> <li>- Irrigation (10% complete)</li> <li>- Painting of Grand View Palace parking garage wall - (20% complete, pressure cleaning has been completed)</li> <li>- Well box installation- (10% complete)</li> </ul> <b>The following items have not been completed to date:</b> <ul style="list-style-type: none"> <li>- Landscaping</li> <li>- Monument sign installation</li> <li>- Gate installation</li> <li>- Jack and bore across JFK Causeway (electrical connection to future Baywalk Plaza north side project)</li> </ul> Project completion is scheduled for April 15, 2019.	✓(Phase 1)	✓	



# Agenda Item 8A

## North Bay Village Projects Progress Report March 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<b>New Village Hall (Fire/Police Station)</b> Projected Project Cost: \$17,000,000 to \$35,000,000 Project Start Date: Design started in 2016	\$3,000,000 Miami Dade County \$7,900,000 Voter Approved General Obligation Debt Additional	The building will be a replacement for the Police/Fire/Village Hall Building. The old building was torn down in 2013. The Village engaged Wolfberg Alvarez & Partners Architecture Firm to start space study and preliminary design. Currently the MDC Fire Department is reviewing their space allocation.		✓	
<b>New Village Website</b> Projected Project Cost: \$10,000 Project Start Date: July 2019	General Fund Unassigned Fund Balance	There was a desire to make a new web site that will be more user-friendly and provide more timely information to the Village residents. The Village should appoint a committee to redesign the current web site.			✓
<b>Dog Park</b> Projected Project Cost: Estimated \$10,000 - \$20,000 Project Start Date: 90 days from Commission approval.	Impact fees or Capital Bond Proceeds	The Village Commission is reviewing location for a dog park. The Village reached out to a Consultant to assist with plans for a small dog park at former Sakura lot location. In addition, The Village Manager approved a proposal for the survey of the 1335 JFK Causeway property to be updated adding the fence locations enabling consultant to p			✓
<b>Climate Change/Sea Level Rise</b> Projected Project Cost: TBD Project Start Date: TBD	TBD	The Village will have to identify the major projects that will be required to be included in Climate Change/Sea Level Rise Programs. The Village Commission has supported this project and is in the process to appoint a Committee or Board to begin work on this important task.			✓
<b>FPL Residential Street Lighting</b> Projected Project Cost: The cost of this program is off set with the energy savings with the new fixtures Project Start Date: July 2019	FP&L has a program that the energy reduction will pay the cost of the new fixtures	Florida Power and Light (FP&L) will install new energy saving street light fixtures and FP&L will pay the upfront costs. The reduced energy cost (savings) will pay FP&L for the cost of the new fixtures. The Community Enhancement Board will need to review and make recommendations on the type of fixtures for each island. Once the Village Commission formally selects the styles of fixtures FP&L will then move forward on the project.			✓



# Agenda Item 8A

## North Bay Village Projects Progress Report March 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<b>Grants Update</b>					
<b>Project Title North Bay Village Drainage Improvement Project</b> Project Cost: TBD Amount Billed To-date: \$0 Final Completion Date: 9/30/2019	Florida DEP (TMDL) Contract #NS020	Repair/Replacement of catch basins and drainage improvements (Grant Award = \$150,000 will be billed upon completion of the project). During the retrofit of the outfalls, the Village identified three opportunities to install catch basins that will provide water quality treatment prior to stormwater entering Biscayne Bay. Kimley Horn is coordinating with the General Contractor to implement the new catch basins. The new costs will be covered by this grant up to \$150,000.		✓	
<b>Project Title: North Bay Village Storm Water Phase II Improvements</b> Project Cost: \$821,400 Amount Billed To-date: \$0 Final Completion Date: 5/30/2019	Florida DEP Legislative Appropriation	The Village has incurred \$208,000 in expenses associated with the outfall improvements. There are no further construction expenses related to the outfalls, and the remaining \$17,000 will be used to support the catch basins. The grant expires 5/30/2019.		✓	
<b>Project Title: North Bay Village Outfall Improvement Project</b> Project Cost: \$821,400 Amount Billed To-date: \$120,000 Final Completion Date: 9/30/2018	South Florida Water Mgmt. District	Installation of Flex Valves at Village Outfalls starting in Treasure Island. A total of 20 outfalls were cleaned, lined, and outfitted with flex valves. (Original grant award was \$150,000 for 25 outfalls; however, the Village was only able to retrofit 20 outfalls because some outfalls were collapsed or not accessible. The Village's final reimbursement from SFWMD is \$120,000 or \$6,000 per valve installed).	✓		
<b>Project Title: North Bay Village Baywalk Plaza South – Phase IIA</b> Project Cost: \$1,031,429 Amount Billed To-date: \$200,000 Final Completion Date: 9/30/2018	Florida Inland Navigation District	Phase IIA was completed on 9/30/2018. The Village received a reimbursement of \$200,000.	✓		
<b>Project Title: North Bay Village Baywalk Plaza South – Phase IIIA</b> Project Cost: \$1,031,429 Amount Billed To-date: N/A Final Completion Date: 9/30/2020	Florida Inland Navigation District	Completion of construction at Baywalk Plaza (South Side). The Village was awarded \$180,000 in September 2018 to assist with additional costs found during Phase IIA. Project elements include; drainage, lighting, decorative walkways, signage, and landscaping. Contract is pending execution. <i>UPDATE:</i> The Village received the fully executed contract dates 1/31/2019, and may continue construction of the Plaza South project.		✓	



# Agenda Item 8A

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Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<b>Project Title: North Bay Village Baywalk Plaza Construction (North)</b> Project Cost: TBD Amount Billed To-date: N/A Future Completion Date: 9/30/2023	Florida Department of Transportation (FDOT)	Construction of the Baywalk Plaza Area (North). The Village was awarded \$1 Million to begin construction in FY2020. The Village recently completed Local Agency Program (LAP) Certification which qualifies the Village to enter into an agreement with FDOT. The next step is to execute a contract between the Village and FDOT. The project is currently designed. The Village will need to bid out this project in accordance with Federal procurement guidelines.			✓
<b>Project Title: North Bay Village Baywalk/Boardwalk Design</b> Project Cost: \$200,000 Amount Billed To-date: \$0 Final Completion Date: 9/30/2019	Florida Inland Navigation District	Design and Permitting of Baywalk/Boardwalk. The Village was awarded \$100,000. This project is currently at a standstill due to challenges with riparian rights. The Village must complete the design and permitting prior by 9/30/2019. The Village will be eligible for reimbursement upon permitting of the project and execution of a construction contract. The Village will have one year (9/30/2020) to execute the construction contract.		✓	
<b>Project Title: North Bay Village Baywalk/Boardwalk Phase I</b> Project Cost: TBD Amount Billed To-date: N/A Future Completion Date: TBD	Florida Inland Navigation District and/or Legislative Appropriation  (Applied)	Construction of the first 1,000 LF of the Baywalk/Boardwalk Project; a multi-use trail overlooking Biscayne Bay and parallel to the Kennedy Causeway (State Road 934/79th Street). The Village submitted a Legislative Funding Request 2019-20 for \$575,000, and will submit a grant application to FIND by March 29, 2019.			✓
<b>Project Title: North Bay Island Stormwater Pump Station</b> Project Cost: Estimated \$3.2 Million Amount Billed To-date: N/A Future Completion Date: TBD	Florida Legislative Appropriation	The North Bay Island Pump Station failed due to an injection well collapse and cannot be repaired any further. This means that stormwater from the Village enters the environmentally sensitive Biscayne Bay without being treated to reduce pollutants. Kimley Horn and Associates has conducted a preliminary stormwater study and proposes to install new pump stations and associated drainage improvements in the area.			✓



# Agenda Item 8A

## North Bay Village Projects Progress Report March 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<p><b>Project Title: North Bay Village Wastewater Pump Station Improvements</b>            Project Cost: Estimated \$1.2 Million            Amount Billed To-date: N/A            Future Completion Date: TBD</p>	Florida Legislative Appropriation	<p>The current Main pump station will be demolished and replaced with a new submersible pump and the Hispanola pump station will be rehabilitated and connected to the Village's force main system for improved efficiency and reduced maintenance. The project includes control panel improves at all four of the Village's wastewater pump stations. The existing pump stations have experienced repetitive operational issues and failures based on age and condition. Converting the current Main wastewater facility from an above ground building to a below grade, more compact, submersible station will reduce health and safety risks to operators and reduce odor pollution affecting the surrounding community. The estimated cost of this project is \$1.2 Million [Legislative Request = \$589,100 (49%), Village Match = \$610,900 (51%)]. This project assists in protecting Florida's natural resources by improving system performance and reliability.</p>			✓
<p><b>Project Title: Harbor Island Sidewalk Continuity &amp; ADA Improvements</b>            Project Cost: Estimated \$300,000            Amount Billed To-date: N/A            Future Completion Date: TBD</p>	Florida Legislative Appropriation	<p>The Sidewalk Continuity &amp; ADA Improvement Project is aligned with the State's goal to create communities that are walkable and bikeable. By offering a safe route for residents and visitors to walk or bike for short trips (less than a half a mile as defined by the ITE Trip Generation Manual), the Village will decrease the number of cars on State Road 934 (NE 79th St) and increase community safety. During a walkability audit of the Harbor Island community, the Village noted gaps in sidewalk connectivity and barriers to accessibility for people with disabilities. This project includes; installation of sidewalks to eliminate gaps, elimination of trip hazards, installation of ADA compliance crosswalks and ramps, and improved pedestrian signage. [Legislative Request = \$229,950]</p>			✓



## Memorandum

**To:** Ralph Rosado, PhD, AICP, North Bay Village Interim Manager  
**From:** James G. LaRue, AICP  
**Date:** March 7, 2019  
**Subject:** Zoning Verification Application

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Periodically, the Village receives requests for zoning verification. Zoning verification is a procedure that most municipalities and counties have in place whereby an applicant can request verification of information regarding a specific piece of property. Typically, zoning verifications include the current future land use designation, current zoning designation, and permitted uses.

Due to an increase in the number of zoning verification requests, the Village Clerk has sought to update the Village's zoning verification application, fee, and process. We assisted the Village Clerk in this effort and are now proposing a revised application, which provides a two-tiered approach to zoning verifications.

The standard zoning verification will provide the applicant with the basic information as outlined above.

- The Future Land Use designation of the subject property
- The zoning district of the subject property
- A list of permitted uses within the zoning district
- Zoning district regulations for the subject property

In addition to the standard information, the full review zoning verification will provide the applicant with additional information.

- Site plans (expired & unexpired) approved for the subject property within the past 4 years
- Responses to inquiries regarding potentially allowable uses at the subject property

Both requests involve a \$50 application fee as well as a cost recovery deposit. Staff will charge the Village for the time spent providing the zoning verification and the Village will refund any of the cost recovery deposit which has not been spent. The proposed cost recovery deposit for the standard zoning verification is \$150 and the proposed cost recovery deposit for the full review zoning verification is \$250. In addition to the items specifically listed to be provided under the full zoning review, staff will provide other requested information, as long as it does not involve an excessive amount of staff time and does not fall into the category of due diligence that should be researched by the applicant.

# Agenda Item 8B

## ZONING VERIFICATION LETTER APPLICATION



North Bay Village | 1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141 | (305) 756-7171

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### OVERVIEW

A Zoning Verification Request verifies the current zoning and allowable uses within the Village for a parcel of land located in North Bay Village. There are two types of Zoning Verification Letters available: Standard and Full Review.

#### 1. Standard - Application Fee \$50.00 (plus \$150.00 Cost Recovery)

The Standard Zoning Verification Letter will provide the following information:

- The Future Land Use designation of the subject property
- The zoning district of the subject property
- A list of permitted uses within the zoning district
- Zoning district regulations for the subject property

#### 2. Full Review - Application Fee \$50.00 (\$250.00 Cost Recovery Fee).

The Full Zoning Verification Letter will provide the following information:

- The Future Land Use designation of the subject property
- The zoning district of the subject property
- A list of permitted uses within the zoning district
- Zoning district regulations for the subject property
- Site plans (expired & unexpired) approved for the subject property within the past 4 years
- Responses to inquiries regarding potentially allowable uses at the subject property

\*\*\* Please do not submit sample letters with desired format or content, as they will not be provided \*\*\*

### OBTAINING A ZONING VERIFICATION LETTER

Please submit the following:

1. Completed Application (see page 2).
2. An application fee per Folio Number AND/OR per a use inquiry (non-refundable).
3. Please make checks payable to North Bay Village.
4. Deliver or mail to:

North Bay Village  
Office of the Village Clerk  
1666 Kennedy Causeway, Suite 300  
North Bay Village, FL 33141

# Agenda Item 8B

## ZONING VERIFICATION LETTER APPLICATION



North Bay Village | 1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141 | (305) 756-7171

**DID YOU REMEMBER TO?**

- Verify that the property is located within the North Bay Village limits
- Submit valid FOLIO Number(s); printed clearly
- Provide an express service mail envelope if you wish to have the letter sent by overnight mail
- Include the appropriate application fee

\*\*\* Please carefully read these instructions before signing and submitting this form \*\*\*

\*\*\* If there are errors or if the payment submitted is insufficient, your letter will be delayed significantly \*\*\*

Please allow 10 business days for completion of a standard review and 15 business days for a full review.

<b>FOLIO #</b>	
<b>Property Address:</b>	
<b>Application/Recipient Information</b>	
<b>Applicant Name and Title:</b>	
<b>Recipient Name and Title (if different):</b>	
<b>Company:</b>	
<b>Address:</b>	
<b>City, State &amp; Zip Code:</b>	
<b>Email Address:</b>	
<b>Signature:</b>	
<b>Date:</b>	

Please be advised that zoning verification letters are based upon the available records furnished by North Bay Village and what is visible and accessible at the time of the zoning verification request; and is based on the Unified Land Development Code that is in effect on the date the letter is prepared. Code regulations are subject to change. While every attempt is made to ensure accuracy and completeness, the subscriber to or user of this letter understands that North Bay Village disclaims any liability for any damages in connection with its use. In addition, this department assumes no responsibility for the cost of correcting any unreported conditions. Any changes or addendums to the letter will constitute a new request and will require a new fee to be paid.

# Agenda Item 9A



## North Bay Village

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

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

**DATE:** March 12, 2019

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

**RECOMMENDED BY STAFF:** Interim Village Manager Ralph Rosado *RR*

**PRESENTED BY STAFF:** Finance Director Bert Wrains

**SUBJECT:** Audit Services RFP

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#### **RECOMMENDATION:**

It is recommended that the Village Commission consider the appointment of an Audit Committee and approve general specifications for an RFP for the post audit of FY 2019-2021 financial statements.

#### **BACKGROUND:**

The Village has contracted with the firm of Keefe McCullough and Company (KMCC), and they are currently performing the FY 2018 Post Audit Report (CAFR). KMCC was selected by the Village in 2009 to perform the FY 2010 through FY 2018 annual audits.

The Village Charter 7.02 (copy attached) provides some basic requirements for the selection of the Auditors. The following language provided in 7.02 appears to require the Commission to approve the specification for the RFP. It states "Within specifications approved by the Commission the accountants shall post-audit the books and documents kept by or under the direction of the Village Manager..." Therefore, a draft of some general specification is presented for Commission for review and consideration.

The Florida Auditor General has additional requirements that the Village must use in the selection of a person or firm for the annual audit contract. These are found in Chapter 218.391 Florida Statutes (copy attached). The major statutory requirements are:

1. *The Village must use these regulations (218.319 (1))*
2. *The Village Commission shall establish the audit committee (218.391 (2)) and the public may not be excluded from the procedures of the section.*
3. *The Audit Committee shall: 218.391 (3)*
  - a. *Establish evaluation factors to be used*

# Agenda Item 9A

- b. *Announce the RFP*
- c. *Submit RFP's to interested parties*
- d. *Evaluate proposals by qualified firms. Compensation can be one of the points of evaluation, but not the sole factor.*
- e. *Rank and recommend in order of preference no fewer than 3 firms deemed to be the most qualified after considering the factors established for evaluation*
4. *The Village Commission shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the audit committee and negotiate a contract. If compensation is NOT a factor for evaluation, the Commission must negotiate with the top ranked firm first. If compensation is an evaluation factor the Commission shall select the highest ranked qualified firm or must document in its public records the reasons for not selecting the highest ranked qualified firm.*
5. *The Village must insure that the agreed upon compensation is reasonable to satisfy the requirements of 218.39. This section lists out specific items that must be included in the audit report.*

*Section 6, 7 and 8 contains some additional procedures when the Commission is unable to negotiate a contract with any of the qualified firms, requires a written contract detailing all of the provisions and conditions for the services to be provided, including contract period and renewals and conditions for renewal or termination. Chapter 218.39 provides for multi-year contracts.*

The Village Clerk has the responsibility to maintain all public records and this committee would have to work with the Village Clerk in the advertising and responding to all questions and comments on the RFP. It is recommended that the Commission approve the continue working with the Village Clerk to handle these items as a part of the Audit Committee process. The Village Manager has the responsibility to perform many of these functions and may serve on the audit selection committee. I would recommend that a finance director from other local governments be members of the audit committee because of their experience in this process. It is recommended that the finance director not serve as this firm will be auditing the finance department work products and reporting. I feel it would be a conflict of interest. The Finance department will provide staff support at the direction of the Village Manager.

## **FINANCIAL IMPACT:**

The FY 2019, FY 2020 and FY 2021 years should be covered by the RFP for external auditors. The reason is that there is a larger than normal startup cost for a new auditor. If they have a 2 or 3 year contract they can smooth out the annual fees over the contract period.

The Village has been producing Comprehensive Annual Financial Report (CAFR) vs a straight Financial Statement Report. The Village should continue producing this annual report for the additional information that it provides to the reader. The CAFR is an award program offered by the Government Finance Officers Association of the United States and Canada (GFOA).

## **BUGETARY IMPACT (Finance Dept):**

The budgetary impact will be on the FY 2020 budget, whereas the FY 2019 budgeted amount is to pay the current auditor for FY 2018 work. The current contract amount is \$41,000 plus the Single Audit Act requirements and The Children's Trust audit. The Single Audit is required when the Village has over \$750,000 in expenditure of State or Federal dollars. Forfeiture funds are included in the definition of federal funds. The funds from State revolving loans are considered in the definition of State funds.

# Agenda Item 9A

The FY 2019 budget is \$41,000 I would estimate that the FY 2020 audit costs will be in this same range or slightly higher. The development of the bid specification is a very critical part of the annual audit contract and finance department work load.

## **PERSONNEL IMPACT:**

These bid specifications need to include at least the same level of work as the current auditors. If the work effort for the external auditors is reduced then the finance department staff will be required to prepare more work papers and perform other functions for the audit. The FY 2019 budget did not anticipate any additional finance department workload for the audit process.

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## RESOLUTION NO. 2014-54

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDED RFP NO. 2014-001 FOR FINANCIAL AUDITING SERVICES TO KEEFE, MCCULLOUGH & CO., LLP, FOR THE PURPOSE OF AUDITING THE GENERAL PURPOSE FINANCIAL STATEMENTS OF NORTH BAY VILLAGE FOR THE FISCAL YEARS ENDING SEPTEMBER 30, 2014, 2015, AND 2016; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE ASSOCIATED CONTRACT PURSUANT TO THE PROPOSAL ATTACHED HERETO AND CARRY OUT THE AIMS OF THIS RESOLUTION; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

**WHEREAS,** the Village requires a competent independent auditor to audit the General Purpose Financial Statements for the Fiscal Years ending September 30, 2014, September 30, 2015, and September 30, 2016; and

**WHEREAS,** the Village solicited Request for Proposals under RFP No. 2014-001 in accordance with its Procurement Ordinance No. 2002-09 adopted by the Village Commission on April 23, 2002; and

**WHEREAS,** Albertini Caballero & Company, LLC, GLSC & Company, PLLC, Grau & Associates, HCT Certified Public Accounts and Consultants, LLC, Keefe, McCullough & Co., LLP, and Nowlen, Holt & Miner, P.A. responded to the RFP; and

**WHEREAS,** the Evaluation Committee consisting of Resident and Citizens Budget & Oversight Board Member Maria Haviland (CPA), Surfside Finance Director Donald Nelson, and Village Clerk Yvonne P. Hamilton ranked the proposals as follows: #1-Keefe, McCullough & Co., LLP, #2-GLSC & Company, PLLC, and #3-Albertini Caballero & Company, LLP.

**WHEREAS,** the Village Manager hereby requests that the Village Commission accepts the recommendation of Keefe, McCullough & Co., LLP as the number one ranked firm and enter into a three-year contract for the scope of services for Financial Auditing Services for Fiscal Years ending 2014, 2015 and 2016 pursuant to RFP No. 2014-001; with an option to renew for two additional years.

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

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

# Agenda Item 9A

**Section 2. Ranking of Proposals.** The Village Commission hereby accepts Keefe, McCullough & Co., LLP as the number one ranked proposer for RFP No. 2014-001 for Financial Auditing Services for Fiscal Years ending 2014, 2015, and 2016.

**Section 3. Authorization of Village Official:** The Village Commission further authorizes the Village Manager to negotiate and enter into a contract with Keefe, McCullough and Co., LLP for the scope of services under RFP No. 2014-001, subject to approval as to form and legality by the Village Attorney.

**Section 4. Authorization of Fund Expenditure.** The Village Manager is authorized to expend the necessary funds to implement the terms of the agreement with Keefe, McCullough and Co., LLP.

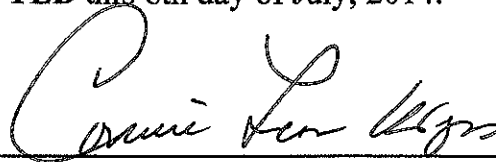
**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by Commissioner Jorge Gonzalez, seconded by Vice Mayor Eddie Lim.

## FINAL VOTE AT ADOPTION:

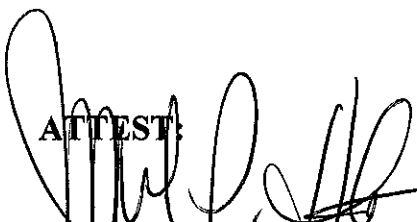
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Richard Chervony	<u>Absent</u>
Commissioner Wendy Duvall	<u>Yes</u>
Commissioner Jorge Gonzalez	<u>Yes</u>

PASSED AND ADOPTED this 8th day of July, 2014.



Connie Leon-Kreps, Mayor

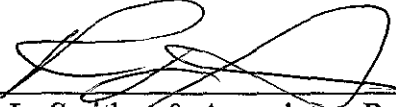
ATTEST:

  
\_\_\_\_\_  
Yvonne P. Hamilton, CMC  
Village Clerk



# Agenda Item 9A

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



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

North Bay Village Resolution: Keefe, McCullough-Financial Auditing Services 2014, 2015, 2016.

# Agenda Item 9A

North Bay Village, Florida



## REQUEST FOR PROPOSALS FOR FINANCIAL AUDITING SERVICES

RFP NO. NBV 2019-XXX



SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,  
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141  
ON OR BEFORE \_\_\_\_\_  
North Bay Village, Florida

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### SECTION 1 – REQUEST FOR PROPOSALS NOTICE

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## NORTH BAY VILLAGE REQUEST FOR PROPOSALS AUDITING SERVICES RFP NO. NBV 2019-XXX

Public Notice is hereby given that North Bay Village, Florida is requesting proposals from experienced and qualified Auditing Firms (Auditors) to provide professional Financial Auditing Services for the Village.

**Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before \_\_\_\_\_, no later than 3:00 p.m. local time, at which time they will be publicly opened.** Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

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

Copies of this Proposal Document may be obtained at DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com), at the Village Administrative Offices, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m., Monday through Friday, or by emailing [gmariot@nbvillage.com](mailto:gmariot@nbvillage.com)

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

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

[Garceila Mariot, Interim Village Clerk](#)

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## BID/PROPOSAL SIGNATURE PAGE

### How to submit Proposal:

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

Proposal security in the form of cash, cashier's check, or bid bond made payable to North Bay Village in the amount of \$\_\_\_\_\_ will be required to be submitted with the Proposal package in a separate marked envelope.

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

Submitted by: \_\_\_\_\_  
(Signature) (Date)

Name (printed) \_\_\_\_\_

Title: \_\_\_\_\_

Company: (Legal  
Registration) \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order: \_\_\_\_\_

Payment Terms : \_\_\_\_\_ Total Bid Discount : \_\_\_\_\_

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

## SECTION 2 - INTRODUCTION/INFORMATION

### 2.1. Purpose

North Bay Village is requesting proposals from experienced and qualified Auditing Firms (Auditors) to establish a multi-year contract for the provision of professional FINANCIAL AUDITING SERVICES, as required by Florida Statute 11.45, for the Fiscal Years ending September 2019, 2020, and 2021.

### 2.2. Information or Clarification

Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

### 2.3. Eligibility

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Technical Specifications/Scope of Services section of this RFP, to at least one agency similar in size and complexity to North Bay Village.

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## SECTION 3 – GENERAL CONDITIONS

### 3.1. RFP Documents

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

### 3.2. Taxes

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

### 3.3. Interpretations and Inquiries

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

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, via email or fax, and received by the Village no later than 3:00 PM, local time, on \_\_\_\_\_. Responses will be provided by \_\_\_\_\_. Written inquiries shall be sent with the subject line "**Auditing Services, RFP No. NBV 2019-XXX** to:

Graciela Maroit, Interim Village  
North Bay Village  
1666 Kennedy Causeway, Suite 300  
North Bay Village, Florida 33141  
Fax: (305) 756-7722  
Email: [gmariot@nbvillage.com](mailto:gmariot@nbvillage.com)

The Village will not respond to oral inquiries.

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

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements shall not be binding and should not be relied upon. Any



# Agenda Item 9A

interpretation of, or changes to, the RFP documents shall be made in the form of a written addendum to the RFP document and shall be furnished by the Village to all Proposers. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the Village may be relied upon.

### **3.4. Verbal Agreements**

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

### **3.5. No Contingent Fees**

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

### **3.6. Independence**

On the form provided in Section 10 of this RFP, the Proposer shall list, and describe any relationships – professional, financial or otherwise – that it may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer shall give the Village written notice of any other relationships – professional, financial or otherwise – that it enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

### **3.7. No Collusion**

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

### **3.8. Assignment; Non-transferability of Proposal**

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of a Contract, is subject to having its Proposal disqualified

# Agenda Item 9A

as a result of such transaction. The Village Manager shall determine whether a Proposal is to be disqualified in such instances.

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

### **3.9. Legal Requirements**

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

### **3.10. Familiarity with Laws and Ordinances**

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

### **3.11. Advertising**

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

### **3.12. Award of Contract**

Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the Village, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation.

### **3.13. Execute Contract**

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

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

### **3.14. Facilities**

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

### **3.15. Withdrawal or Revision of Proposal Prior to and After Opening**

A Proposer may withdraw its Proposal at any date and time prior to the time the Proposals are scheduled to be opened. No Proposer may withdraw its Proposal within one hundred twenty (120) calendar days after the Proposal opening date.

### **3.16. Village's Exclusive Rights**

The Village Manager reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all Proposals in part or in whole;
3. Request additional information as appropriate; or

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4. Reject any or all submittals if found to be in the best interest of the Village.

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

### **3.17. Addenda**

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

### **3.18. Review of the RFP Documents**

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

### **3.19. Adjustment/Changes/Deviations**

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

### **3.20. Public Records**

Upon award recommendation or ten (10) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

### **3.21. Subcontracting**

No subcontracting shall be permitted, except with the prior approval of the Village Manager, which shall be at his or her sole and absolute discretion. A list of all such subcontractors shall be

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included in the Proposal. If additional subcontractors are to be used during the term of the Contract, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Village Manager, subject to his or her approval.

### **3.22. Public Entities Crime**

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

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

### **3.23. Non-Collusion Affidavit**

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

## SECTION IV - SPECIAL CONDITIONS

### **4.1. General Conditions**

RFP General Conditions are included and made a part of this RFP.

### **4.2. Variances**

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

### **4.3. RFP Documents**

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

### **4.4. Proposers' Costs**

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

### **4.5. Proposal Security**

Each Proposal shall be accompanied by Proposal security in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), pledging that the Proposer shall proceed with the continued development of its Proposal and, if the Proposer is selected, to enter into a Contract with the Village, and shall furnish a cash bond, letter of credit or performance bond in the amount of 20k, in a form approved by the Village Attorney covering the faithful performance of the Contract. Should the Proposer refuse to continue with the development of its Proposal, refuse to enter into the Contract contained in this RFP, or fail to furnish such bond or check, the amount of the Proposal security shall be forfeited to the Village as liquidated damages, not as a penalty.

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Proposals not accompanied by the proper Proposal security shall be deemed non-responsive and will not be considered. The Proposal security shall be in the form of cash, cashier's check, or bid bond made payable to North Bay Village. The Village shall have the right to retain the Proposal security of Proposers from whom an award of the Contract is being considered until either (1) the Agreement has been executed and bonds have been furnished, or (2) the specified time has elapsed so that Proposals may be withdrawn, or (3) the Proposer's submitted Proposal has been determined to be non-responsive or disqualified by the Village Manager, or (4) all Proposals have been rejected.

Default of Proposer shall occur upon the failure of the Proposer to deliver within the time required by the RFP, including the executed Agreement, and any performance and payment bonds required by the RFP and the Agreement. Proposal securities will be returned to unsuccessful Proposers within fifteen (15) days following notice of the non-responsiveness or disqualification of the Proposal and the award of bid to the qualified Proposer or of the rejection of any or all Proposal(s). Proposal security for the awarded Proposer will be returned following the execution of the Contract.

#### **4.6. Approved Equal Or Alternate Product Proposals**

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by North Bay Village.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the Village to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The Village will be the sole judge in determining if the product proposed qualifies as approved equal. The Village reserves the right to award to that proposal which will best serve the interest of the Village as determined by the Village. The Village further reserves the right to waive minor variations to specifications and in the bidding process.

#### **4.7. Contract Period**

The initial contract period shall be for three (3) years, commencing \_\_\_\_\_, 2014 and expiring \_\_\_\_\_. The Village reserves the right to renew the contract for two (2) additional years, providing Contractor provides written notice to the Village not less than one hundred twenty (120) days prior to renewal date; both parties agree to the extension; all terms, conditions and

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specifications remain the same. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Village Manager. The extension period shall not extend for more than one-hundred twenty (120) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause invoked by the Village.

## **4.8. Invoices/Payment**

Payments will be made on the basis of an average hourly rate. Payment shall be made by the 15<sup>th</sup> of the month following receipt of Auditor's invoice for the audit services.

## **4.9. Deletion Or Modification Of Services**

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

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

## **4.10. Additional Items**

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

## **4.11. Independent Contractor**



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

## **4.12. Uncontrollable Circumstances ("Force Majeure")**

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

a. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

b. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

c. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

d. the non performing party uses its best efforts to remedy its inability to perform.

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

## **4.13. Insurance**

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

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

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

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

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

c. Automobile Liability with minimum limits of five hundred thousand dollars (\$500,000.00) each occurrence. The Contractor shall provide to the Village original certificates of such coverage prior to engaging in any activities under this contract. Certificates shall have no less than thirty (30) days' notice of cancellation. No work can be started until the certificate is submitted and approved by the Village Manager.

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

Certificate holder should be stated as follows:

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

## **4.15. Bonds**

The successful bidder shall provide within three (3) days of the Effective Date of Contract, a cash bond, letter of credit or performance bond in an amount equal to Twenty Thousand Dollars

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(\$20,000) in a form satisfactory to the Village Attorney.

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

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

## **4.16. Lobbying Activities**

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with North Bay Village Ordinances, Lobbying Activities. Copies of Ordinances may be obtained from the Village Clerk's Office. The ordinance may also be viewed on the Village's website or at [www.municode.com](http://www.municode.com).

## **17. Service Test Period**

The Village reserves the right to require a test period of thirty (30), sixty (60), or ninety (90) days prior to enacting an annual contract for these services, to determine if the Contractor can perform in accordance with the requirements of the RFP and to the Village's satisfaction. During the course of any trial period, the Contractor shall perform and such trial shall be based on compliance with all specifications, terms and conditions as contained in the RFP. A performance evaluation may be conducted by the Village's Contract Administrator, or designee, and may include additional input from other Village staff, and/or outside sources, at various intervals during the trial period, and that evaluation shall be the basis for the Village's decision to continue with the Contractor, or to select another Contractor under the same trial terms and conditions. The Contractor will be rated on the RFP specifications, including: quality of services performed, timeliness of service performed, and responsiveness to the Village's needs. If a Performance Trial is enacted, and such trial is successful, the actual Contract date and commencement of contract term shall begin retroactive to the commencement date of the trial period.

Pricing proposed by the Contractor shall be firm not only for the trial period but also for the three (3) years of the initial contract term.

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If the Contractor's performance is determined to be unsatisfactory any time during the trial period, the Village reserves the right to terminate the Contract, after providing the Contractor written notification, and the Village shall issue an award to the next lowest responsible Proposer, in accordance with the RFP specifications, and so on until a successful Contract can be established.

## **4.18. Contract Administrator**

The Village may designate a Contract Administrator whose principal duties shall be Liaison with Contractor. Coordinate and approve all work under the contract.

Resolve any disputes. Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

## **4.19. Contractor Performance Reviews And Ratings**

The Village Contract Administrator may develop a Contractor performance evaluation report at the discretion of the Village Manager. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

- Excellent - far exceeds requirements.
- Good - Exceeds requirements
- Fair - Just meets requirements.
- Poor - does not meet all requirements and Contractor is subject to penalty provisions under the contact.
- Noncompliance – does not comply with requirements or continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

## **4.17. Bid Tabulations/Intent To Award**

Notice of Intent to Award Contract/Bid, resulting from the Village's Formal solicitation process, requiring Village Commission action, may be found the Village Hall. Tabulations of receipt of those parties responding to a formal solicitation may be found at Village Hall or any interested

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party may call the Village Clerk at (305) 756-7171.

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## SECTION 5 – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE

### 5.1 Scope and Purpose

North Bay Village is requesting proposals from experienced and qualified Auditing Firms (Auditors) to establish a multi-year contract for providing auditing services. The successful Contractor shall be responsible for providing auditing services in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFP specifications.

North Bay Village is a Village Manager/Commission form of government. It serves an area of approximately 1.5 square miles with a population of approximately 7,500. North Bay Village is a three-island community (interconnected by Kennedy Causeway) in Biscayne Bay and situated in northeast Dade County, between the cities of Miami and Miami Beach. The Village's fiscal year begins October 1 and ends September 30<sup>th</sup>. North Bay Village provides the following services to its residents:

- Law Enforcement including Dispatch Services
- Construction and maintenance of streets, sidewalks, storm drainage, and public parks
- Village planning, zoning, subdivision and building code regulation and enforcement
- Contracted Post Office facilities
- Tot Lot Playground
- Community Park
- Water, Sewer, and Sanitation service
- Transportation Fund

#### 1. SCOPE OF SERVICES

The entity to be audited under this RFP is North Bay Village, Florida. The funds to be audited are those included or includable in the Village's Annual Financial Report (AFR).

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## A. Financial Information

The Village's accounting system is partially automated. The Village's integrated financial system is Mainstreet (Budgeting and Accounting), Utility Billing, Accounts Receivable and Cash Receipts. Payroll processing is provided by ADP, Inc., a payroll service company.

North Bay Village reported in fiscal year ended September 30, 2013 on a combined total of eight (8) funds, seven (7) of which had budgets. Funds included were:

### Adopted FY 2019 Budget

General Fund	\$ 8,796,762
Special Revenue Fund	2,511,921
Capital Projects Fund	510,000
Enterprise Funds	6,252,632
Improvements Trust Fund	881,178
Storm Water Fund	127,155
Debt Service Fund	777,427
Forfeiture Fund	
Total FY 2019 Adopted Budget	\$19,867,075

There are no joint ventures. For fiscal year ended September 30, 2013, the Village was required to perform an audit under the Single Audit Act. The Village prepares its budgets on a modified accrual basis.

North Bay Village participates in One (1) cost-sharing multi-employer public employee retirement Florida Retirement System (FRS) and One (1) Defined Contribution Plan: International City Managers' Association (ICMA).

Annual Financial Reports are available for review at the Village Clerk's Office at 1666 Kennedy Causeway, #300, North Bay Village, FL 33141. The Audited Financial Reports for FY 2005, FY 2006, FY 2007, FY 2008, FY 2009, FY 2010, FY 2011 and FY 2012 are available on the Village's web site under the finance department tab, [http://www.nbvillage.com/Pages/NorthBayFL\\_Finance/AFR/](http://www.nbvillage.com/Pages/NorthBayFL_Finance/AFR/).

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## B. Reporting Requirements

1. Criteria - Section 11.45, Florida Statutes, requires each local government entity to have completed, within twelve (12) months of the fiscal year-end, an annual financial audit of its accounts and records. The Village is soliciting proposals from qualified certified public accounting firms to audit its financial statements for the years ending September 30, 2014, 2015, and 2016. The audit is to be performed in accordance with:

- 1.1 Section 11.45, Florida Statutes, and other applicable statutes;
- 1.2 Regulations of the Florida Department of Banking and Finance;
- 1.3 Rules adopted by the Auditor General for form and content of local government entity audits (Chapter 10.550 and 10.600, Rules of the Auditor General);
- 1.4 Statements issued and adopted by the Governmental Accounting Standards board;
- 1.5 Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;
- 1.6 Government Auditing Standards published by the Comptroller General of the United States;
- 1.7 Audit and Accounting Guide – Audits of State and Local Government Entities published by the American Institute of Certified Public Accountants;
- 1.8 Single Audit Act of 1984, Public Law 98-502 and amendments of 1996, Public Law 104-156;
- 1.9 United States Office of Management and Budget (OMB), Circular No. A-133, and any other applicable circular issued by OMB;
- 1.10 Florida Single Audit Act;



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- 1.11 Statements and interpretations issued by the Financial Accounting Standards Board, if applicable.
- 1.12 Provisions of any other rule, regulation, statute, ordinance, or order which may pertain to the engagement.
2. If required by the Single Audit Act, the schedule of federal financial assistance and related Auditor's report, as well as the reports on internal and state controls and compliance.
3. The accounting personnel of the Village will prepare and provide copies of working trial balances used to prepare the financial statements. The footnotes are prepared by the Village's Finance Department. The Village's accounting personnel will be available during the audit to assist the Auditor by providing information, documentation, and explanations.
4. Office space up to 350 sf, will be provided in close proximity to the financial records. Telephones will be made available as well as the use of a copier and fax machine during the engagement. The Auditor will be required to provide its own equipment and other office materials.
5. The Auditor shall provide the following:
  - 6.1 A Report of Independent Auditors on the basic financial statements of the Village, in conformity with generally accepted accounting principles.
  - 6.2 Independent Auditor's Report on Compliance and on Internal Control over Financial Reporting based on an Audit of Basic Financial Statements performed in accordance with *Government Auditing Standards*.
  - 6.3 If required by the Single Audit Act, Schedules of Federal and State Financial Assistance.
  - 6.4 If required by the Single Audit Act, Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program, Internal Control over Compliance in Accordance with OMB Circular A-133 and Schedule of Expenditures of Federal Awards.
  - 6.5 If required by the Single Audit Act, Independent Auditor's Report on Examination of Management's Assertion about Compliance with Specified Requirements.

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- 6.6 If required by the Single Audit Act, a report on the Schedule of State Grant and Aid Appropriations.
  - 6.7 If required by the Single Audit Act, Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations.
  - 6.8 A Management Letter as required by Section 11.45(3)(a)5, Florida Statutes and defined in Rule 10.554, Rules of the Auditor General. The draft of the management letter is to be discussed with key staff members before its issuance in final form.
6. *Time table:* All reports applicable to this RFP shall be delivered based on information set forth below or, if necessary, on a schedule as agreed to by the Village and the Auditor.

## 1. Fiscal Year 2014

### a. Interim Work:

To be determined by proposer on RFP.

### b. Detailed Audit Plan:

The auditor shall work with the Finance staff to develop a detailed audit plan by June 30, 2014, which shall include a final list of all schedules to be prepared by Village staff before field work begins.

### c. Field Work

Field work will commence by September 15, 2014 and be completed by January 15, 2015.

### d. Draft Reports

The auditor agrees to prepare all required financial statements with accompanying notes and disclosures to be presented with the audit reports and recommendations to management in draft form for review by February 15, 2015.

### e. Final Reports

The auditor shall present bound Annual Financial Statements to the Village Commission in April 2015.

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## C. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the Auditor shall issue:

1. A report of the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.
2. A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with government auditing standards.
3. A report on compliance with requirements applicable to each major Federal program and state project and on internal control over compliance in accordance with OMB Circular A-133 and the Florida Department of Financial Services *State Projects Compliance Supplement*.
4. A schedule of findings and questioned costs.
5. Any other required reports and schedules required by Federal and State Single Audit Acts or other audit requirements

In the required report(s) on internal controls, the Auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the Auditors shall be reported in a separate management letter.

The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter.

The separate management letter shall include, but not be limited to:

1. A statement as to whether or not corrective actions have been taken to address significant findings and recommendations made in the preceding annual financial audit report.
2. A statement as to whether or not the Village complied with Section 218.415, Florida

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Statutes, regarding the investment of public funds.

3. Any recommendations to improve the Village's financial management, accounting procedures, and internal controls.
4. Matters that are not clearly inconsequential, considering both quantitative and qualitative factors, including the following
  - 4.1 Violations of laws, rules, regulations, and contractual provisions or abuse that have occurred, or were likely to have occurred, and were discovered within the scope of the audit.
  - 4.2 Improper or illegal expenditures discovered within the scope of the audit that may or may not materially affect the financial statements.
  - 4.3 Deficiencies in internal control that are not reportable conditions, including, but not limited to:
    - 4.3.1 Improper or inadequate accounting procedures (i.e., the omission of required disclosures from the annual financial statements).
    - 4.3.2 Failures to properly record financial transactions.
    - 4.3.3 Other inaccuracies, shortages, defalcations, and instances of fraud discovered by, or that come to the attention of, the Auditor.
5. A statement as to whether or not the Village has met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met.
6. A statement as to whether or not the financial report filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the current audit period and, if not, explanations of any significant differences.
7. The following information regarding the Auditor's application of financial condition assessment procedures pursuant to Rule 10.556(7):
  - 7.1 A statement that the Auditor applied financial condition assessment procedures pursuant to Rule 10.556(7).
  - 7.2 If deteriorating financial conditions are noted, a statement that the

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Village's financial condition is deteriorating and a description of conditions causing the Auditor to make this conclusion. Findings regarding deteriorating financial condition must be prepared in accordance with Rule 10.557(6).

The Auditors shall be required to make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

Village Commission  
Village Manager

## D. Special Considerations

1. *Assistance in Implementing Government Accounting Standards Board Statements:*  
The Auditor shall assist the Village in implementing all applicable Government Accounting Standards Board (GASB) accounting and reporting standards, as issued or revised. In particular, the Auditor shall assist the Village in planning for and implementing GASB Statement No. 43, "Financial Reporting for Post-employment Benefit Plans other than Pension Plans" and Statement No. 45, "Accounting and Financial Reporting by Employers for Post-employment Benefits other than Pensions" and any Statements that are issued during this contract.
2. Timeliness is critical in the performance of the audit. The Auditor should coordinate with the Finance Director and endeavor to accomplish the audit in a phased-in approach throughout the year in order to reduce the year-end workload on both the audit firm and Village staff. The Village will make necessary records available to the Auditor through the year to assist in this regard. In addition, the Village will make end-of-year records available to the Auditor on or before November 30 after the end of the fiscal year under audit.
3. The schedule of federal awards and state financial assistance and related Auditor's report, as well as the reports on the internal control over financial reporting and compliance, are to be issued as part of the Annual Financial Report. These will be incorporated into the Village's Comprehensive annual Financial Report (CAFR) when the Village implements the CAFR.

## E. Availability of Prior Audit Reports and Working Papers

Interested proposers who wish to review prior years' audit reports and management letters should contact Graciela Maroit, Interim Village Clerk [Gmariot@nbvillage.com](mailto:Gmariot@nbvillage.com), 1666 Kennedy Causeway, #300,

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North Bay Village, Florida (305) 756-7171. The Village will use its best efforts to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposals. . The Audited Financial Reports for FY 2005, FY 2006, FY 2007, FY 2008, FY 2009, FY 2010, FY 2011 and FY 2012 are available on the Village's web site under the finance department tab, [http://www.nbvillage.com/Pages/NorthBayFL\\_Finance/AFR/](http://www.nbvillage.com/Pages/NorthBayFL_Finance/AFR/)

## **F. Other Considerations**

*Irregularities and Illegal Acts:* Auditors shall be required to make an immediate, written report to the Village Manager, or appropriate elected official, of any irregularities and illegal acts or indications of illegal acts of which they become aware.

*Working, Paper Retention and Access to Working Papers:* All working papers and reports must be retained **at the Auditor's expense** for a minimum of five (5) years after the audited period unless the firm is notified in writing by the Village of the need to extend the retention period. The Auditor will be required to make working papers available, upon request, to North Bay Village. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

*Other Audit Services:* Periodically North Bay Village may require separate audits and/or consulting engagements to be performed. The Auditor will be expected to perform these audits and/or consulting engagements requested by the Village outside of the standard audit at a mutually agreed upon hourly rate, or a set contract price.

## **G. Project Guidelines and Criteria**

Engagement partners and managers are required to be consistent during the term of the

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auditing term. If these personnel leave the firm, are promoted, or are assigned to another office, the Village will retain the right to approve or reject replacements assigned to the Village contract

Auditors mentioned in response to this Request for Proposal can only be changed with the express prior written permission of the Village, which will retain the right to approve or reject replacements.

## SECTION 6- EVALUATION PROCEDURES

### 6.1 Selection Committee

Proposals submitted will be evaluated by a Selection Committee.

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

1. Mandatory elements
  - a) The audit firm is independent and licensed to practice in the State of Florida.
  - b) The audit firm's professional personnel have received adequate continuing professional education within the preceding two years as defined by the U.S. General Accounting Office's (GAO) Government Auditing Standards (1988).
  - c) The firm has no conflict of interest with regard to any other work performed by the firm for North Bay Village.
  - d) The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.

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e) The firm adheres to the instructions in this RFP for preparation and submission of the proposal.

## 2. Pre-Requisite Qualifications

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

Firm shall be in good standing with the State of Florida Accounting Board.

Firm shall have at least one operating office located within the South Florida area (Miami-Dade, Broward and Palm Beach Counties).

Firm shall submit membership documentation certifying that the Firm is a member in good standing with the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

Firm shall meet the criteria of AICPA's independence standards and be free from conflicts of interest because of any other Services, work performed or personal or business dealings (this also pertains to all individuals assigned to perform the services). Any possible conflicts shall be disclosed in writing.

## 3. Evaluation Criteria:

### a) Expertise and Experience (Maximum Points - 50)

The firm's past experience and performance on government engagements of comparable size and complexity.

The quality and experience of the firm's professional auditing personnel to be assigned to the engagement.

The quality and experience of the firm's professional auditing personnel to be assigned to perform the Single Audit.

The quality and experience of the firm's professional EDP auditing personnel assigned to the engagement.

The quality and experience of the firm's management support personnel to be available



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for technical consultation.

b) Audit Approach (Maximum Points - 25)

Adequacy of proposed staffing plan for various segments of the engagement.

Adequacy of the general audit plan for the overall engagement.

Adequacy of the audit plan for the EDP function.

Adequacy of the audit plan for the Single Audit.

4. Responses of references (Maximum Points - 10)

5. Cost (Maximum Points - 15)

Evaluation of proposals will be conducted by an evaluation committee of qualified Village Staff, or other persons selected by the Village. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. Information and references submitted will be considered in the award. The committee will then make a recommendation to the Village Manager for final recommendation to the Village Commission for award.

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

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

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## SECTION 7 - REQUIREMENTS OF THE PROPOSAL

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

Proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted, they should be marked 1 of 2, etc.

Proposals will be received by mail or hand-delivered to the Village Clerk's Office, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141 prior to \_\_\_\_\_. The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

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

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## SECTION 8 – TECHNICAL PROPOSAL

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

Tab 1: Proposal Signature Page

Tab 2: Statement of Qualifications

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

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

Tab 4: Ability to Meet the Project Schedule

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

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

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

Tab 7: Proposer to provide a minimum of three (3) references for which auditing services are currently being provided in this area. If additional space is required, include as an appendix to RFP response. If additional references are provided, please attach this information as an appendix to your RFP response. Description of services rendered: During the month(s)/year(s): Name of Governmental Agency (Village or county):

Principal Contact Person:

Telephone Number:

Fax Number:

Email Address:

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

(This space intentionally left blank)

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

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

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

Tab 11: Proposer please quote your firm rate\_\_\_\_\_

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

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

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

## SECTION 9 – CONE OF SILENCE

### 9.1 Cone of Silence

You are hereby advised that this Request for Proposal No. NBV 2013-002 is subject to the “Cone of Silence” in accordance with Section 38.18 of the North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

#### **§ 38.18 - Cone of Silence.**

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

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

a.any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

b.any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

c.any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;

d.any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;

e.any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and

f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

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

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

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

(2) Procedure.

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

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

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

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

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



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## SECTION 10 – QUALIFICATION FORMS

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

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## FORM 1 PROPOSAL PRICING SHEET

Provide a proposal containing a total price to perform the audit engagement as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount. Yvonne, We need to separate this to get a price for the single audit act (if needed). We may not need one for any of the 3 years in this contract and I do not want to pay for a single audit act report unless needed.

	2014	2015	2016
<b>TOTAL AUDIT FEE</b>	\$	\$	\$

Provide a separate price, only, for a Single Audit Act Report, if required.

	2014	2015	2016
<b>TOTAL AUDIT FEE</b>	\$	\$	\$

**Taxpayer Identification Number:**

---

**BIDDER:**

---

(Company Name)

---

(Signature of Authorized Representative)

---

(Printed Name and Title)

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## FORM 2 PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):

---

Principal Business Address:

---

---

2. Principal Contact Person(s):

---

---

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

---

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

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

---

---

If a corporation, in what state incorporated: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_  
Month Day Year

If a Joint Venture or Partnership, date of agreement: \_\_\_\_\_

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

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

1.

---

2.

---

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

1.

2.

7. Licenses:

a. County or Municipal Occupational License No.

\_\_\_\_\_  
(Attach Copy)

b. Occupational License Classification:

c. Occupational License Expiration Date:

d. Social Security or Federal I.D. No:

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## FORM 3 PERSONNEL

For each person providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Proposer.

---

- A. Name & Title
- B. Years of Experience with:
  - This Firm:
  - With Other Similar Firms:
- C. Education:
  - Degree(s)
  - Year/Specialization
- D. Professional References: (List a minimum of 3)
- E. Other Relevant Experience and Qualifications
- F. Attach applicable licenses for each individual performing services pursuant to this Contract.

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## FORM 4 REFERENCES

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

1. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_
2. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_
3. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_

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## FORM 6 DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- 7.
8. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature (Blue ink only)

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Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



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## FORM 7

### ACKNOWLEDGMENT OF ADDENDA

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

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

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## FORM 8 INDEPENDENCE AFFIDAVIT

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

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

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

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

\_\_\_\_\_  
Signature (Blue ink only)

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

[Acknowledgment on following page.]



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## FORM 9 CERTIFICATION TO ACCURACY OF PROPOSAL

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

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

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

\_\_\_\_\_  
Signature (Blue ink only)

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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



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**FORM 10**  
**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

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

\_\_\_\_\_

[print individual's name and title]

for \_\_\_\_\_

[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

\_\_\_\_\_

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

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

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4. I understand that an “affiliate” as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

\_\_\_\_\_  
Signature (Blue ink only)

STATE OF FLORIDA )

)

COUNTY OF MIAMI-DADE )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)\_\_\_\_\_ and whose



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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:  
SEAL OF OFFICE:

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

\_\_\_ Personally known to me, or

\_\_\_ Personal identification:

\_\_\_\_\_  
(Type of Identification Produced)

\_\_\_ Did take an oath, or

\_\_\_ Did Not take an oath

# Agenda Item 9A

## Section 11 SAMPLE CONTRACT

THIS CONTRACT (“Contract”), made as of \_\_\_\_\_, 201\_\_\_\_ by and between NORTH BAY VILLAGE (VILLAGE), a Florida municipality and \_\_\_\_\_, a Florida corporation (“CONTRACTOR”), located at \_\_\_\_\_.

WHEREAS, the VILLAGE has awarded RFP Number 2019-XXX for Auditing Services to CONTRACTOR, pursuant to Village Commission Resolution No. 2013-XX; and

WHEREAS, Resolution 2013-XX authorizes the Village Manager to execute a Contract with CONTRACTOR, in the form provided in RFP 2019-XXX together with such changes to form as approved by the Village Manager and Village Attorney.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. TERM AND PURPOSE

1.1 The purpose of this agreement is to provide for audit service for North Bay Village for a three-year period beginning \_\_\_\_\_ and ending \_\_\_\_\_, as more particularly described in Section 4. This Contract shall commence on \_\_\_\_\_ and include the period from the commencement date through \_\_\_\_\_. The initial contract will be for a period of three years. The Village Manager may, at his or her sole option, extend this Contract on the same terms and conditions for up to two (2) additional years (the “Renewal Term”). Such Renewal Term shall be effective upon receipt of a written notice from the Contractor to the Village Manager received no later than 120 days prior to the date of termination. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* with all federal and state laws or regulations applicable to the conduct of this Agreement.

### 2. DESCRIPTION

2.1 The Auditor shall perform an audit to obtain reasonable assurance that the general purpose financial statements (“the Financial Statements”) of North Bay Village are free of material misstatement; shall examine, on a test basis, evidence supporting the amounts and disclosures in the Financial Statements; shall assess the accounting principles used and significant estimates made by the Village; and shall evaluate the overall Financial Statements presentation.

# Agenda Item 9A

2.2 The Auditor shall report to the Village Commission any matters which constitute “Reportable Conditions” under the standards established by the American Institute of Certified Public Accountants.

2.3 The Auditor shall provide ongoing accounting advice and services to assist the Village to implement any recommendations made in connection with the audit, to correct Reportable Conditions noted by the Auditor, and to assist the Village to improve its accounting methods and procedures.

## 3. AUDIT AND ACCOUNTING SERVICES SCHEDULES

3.1 The annual audit shall be performed by the Auditor beginning as soon as practicable after the close of the Village’s fiscal year on September 30, 2014 and each year thereafter during the term of this agreement. The Auditor’s report shall be presented to the Village Commission not later than April 30 each year.

## 4. PAYMENTS:

4.1 During the term of this Agreement, the Village shall pay the Auditor for its services under this Agreement the sum of \$\_\_\_\_\_, for FY 2014, \$\_\_\_\_\_ for FY 2015 and \$\_\_\_\_\_ for FY 2016, based upon an average hourly rate of \$\_\_\_\_\_. Payment shall be made by the 15<sup>th</sup> day of the month following receipt of Auditor’s invoice for the audit services.

4.2 The Auditor shall pay all costs incurred for: (1) the services of the Auditor’s personnel; (2) preparation and duplication of the report; and (3) Auditor’s equipment used in connection with the Auditor’s report or the ongoing services.

## 5. TERMINATION:

5.1 Either party may terminate this Contract without cause upon thirty (30) days written notice to the other party.

5.2 Upon notice of such termination, the VILLAGE shall determine the amounts due to the CONTRACTOR for services performed up to the date of termination. The CONTRACTOR shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

# Agenda Item 9A

- 5.3 After receipt of a notice of termination, and except as otherwise directed, the CONTRACTOR shall stop all Work under this Contract on the date specified in the notice of termination.
- 5.4 The VILLAGE may terminate this Contract upon 30 days written notice if the CONTRACTOR defaults on any material term of this Contract. The VILLAGE will be responsible only for the cost of Work accepted and approved by the Village Manager at the time of termination.

## 6. **CONTRACT DOCUMENTS:**

The following documents shall, by this reference, be considered part of this Contract:

RFP;  
All Addenda;  
Contract;  
Proposal, including all Forms submitted;  
Detailed Specifications;  
Insurance and Bond or Security Certificates and Instruments.

## 7. **INSURANCE AND BONDS:**

7.1 The CONTRACTOR shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the VILLAGE against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated A or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the VILLAGE, its officials, employees, agents and volunteers. Any insurance maintained by the VILLAGE shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. The insurance coverages shall include a minimum of:

7.2 Worker's Compensation and Employer's Liability Insurance: Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident.

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- 7.3 Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR and the VILLAGE against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000.00 per occurrence, and two million dollars (\$1,000,000) general aggregate limit.
- 7.4 Commercial General Liability: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR and the VILLAGE against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONTRACTOR or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.
- 7.5 Certificate of Insurance: CONTRACTOR shall provide the Village Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract and the Village is an "additional Insured". The VILLAGE reserves the right to require the CONTRACTOR to provide a certified copy of such policies, upon written request by the VILLAGE. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the VILLAGE before any policy or coverage is cancelled or restricted. Acceptance of the

# Agenda Item 9A

Certificate(s) is subject to approval of the Village Manager.

- 7.6 Additional Insured: The VILLAGE is to be specifically included as an Additional Insured for the liability of the VILLAGE resulting from operations performed by or on behalf of CONTRACTOR in performance of this Contract. CONTRACTOR'S insurance, including that applicable to the VILLAGE as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the VILLAGE shall be in excess of and shall not contribute to CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.
- 7.7 Deductibles: All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.
- 7.8 Bond: Prior to performing under this Contract and within three (3) days of the Effective Date hereof, the CONTRACTOR shall deliver to the VILLAGE a cash bond, letter of credit or performance bond in the amount of twenty thousand dollars (\$20,000), in a form approved by the Village Attorney. The surety providing any such Bond must be licensed authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570).

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

## 8. INDEMNIFICATION:

- 8.1 CONTRACTOR shall indemnify, save harmless and defend VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action, including court costs and attorneys' fees, fines, expenses, and penalties up through trial and on appeal of any kind or nature which may arise from any negligent act or omission, misfeasance, or malfeasance of

# Agenda Item 9A

CONTRACTOR, its agents, servants, or employees in the performance of services under this contract.

8.2 CONTRACTOR further agrees to indemnify, save harmless and defend VILLAGE, its agents, servants, and employees from and against any claim, demand or cause of action whatsoever kind or nature, including court costs and attorneys' fees, arising out of any conduct or misconduct, act or omission of CONTRACTOR not included in the paragraph above and for which the VILLAGE, its agents, servants or employees are alleged to be liable.

8.3 The CONTRACTOR shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract.

9. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

9.1 CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent CONTRACTOR, and not an employee, agent, or servant of VILLAGE.

10. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

10.1 ASSIGNMENT AND AMENDMENT: No assignment by the CONTRACTOR of this Contract or any part of it or any monies due or to become due, shall be made, nor shall the CONTRACTOR hire a subcontractor to perform its duties under this Contract without prior written approval of the VILLAGE. This Contract may only be amended, by the parties, with the same formalities as this Contract.

11. **CONSTRUCTION:**

This Contract and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie exclusively in Miami-Dade County, Florida.

12. **INSPECTION AND AUDIT:**

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During the term of this Contract and for three (3) years from the date of Termination the Contract shall allow Village representatives access during reasonable business hours to Contractor's and any subcontractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the Village determines the Contractor was paid for services not performed, upon receipt of written demand by the Village, the Contractor shall remit such payments to the Village.

13. **ACCESS TO PUBLIC RECORDS:**

The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The VILLAGE shall have the right to immediately terminate this Contract for the refusal by the CONTRACTOR to comply with Chapter 119, Florida Statutes. The CONTRACTOR shall retain all records associated with this Contract for a period of five (5) years from the date of Termination.

14. **SEVERABILITY:**

SEVERABILITY: If a term, provision, covenant, contract or condition of this Contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

15. **JOINT PREPARATION:**

The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Contract be construed liberally to achieve its intent.

16. **COUNTERPARTS:**

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same contract.

17. **NOTICES:**

Except as provided above, whenever either party desires to or must give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:



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VILLAGE: NORTH BAY VILLAGE  
Frank J. Rollason; Village Manager  
1666 Kennedy Causeway, Suite 300  
North Bay Village, FL 33141

With COPY to: North Bay Village Attorney  
Rosen L. Switkes  
Village Attorney  
Rosen L. Switkes & Associates, P.A.  
407 Lincoln Road, PH Southeast  
Miami Beach, FL 33139

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. In the event of any conflict between any provisions of this Contract and any provisions in the exhibits hereto, the parties agree that the provisions of this Contract are controlling.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

ATTESTED:

NORTH BAY VILLAGE:

BY: \_\_\_\_\_  
Yvonne Hamilton, Village Clerk

BY: \_\_\_\_\_  
Frank J. Rollason, Village Manager

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

\_\_\_\_\_  
Rosen L. Switkes & Associates, P.A.  
Village Attorney

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SIGNED, SEALED AND  
DELIVERED IN THE  
PRESENCE OF:

CONTRACTOR:

BY: \_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

DRAFT

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## North Bay Village

Administrative Offices

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

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

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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 CREATING AN AUDIT COMMITTEE AND APPROVING GENERAL SPECIFICATIONS FOR AUDITING SERVICES PURSUANT TO LOCAL AND STATE REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

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

RR:gm

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## North Bay Village

Administrative Offices

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

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

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

**TO: March 7, 2019**

**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: Finance Director Bert Wrains**

**Re: FEMA reimbursement – MOU with Miami Dade County**

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#### **BACKGROUND**

North Bay Village received considerable debris damage from Hurricane Irma in September 2017. At the time after the Hurricane the debris hauler the Village had contracted with was not available to pick up and dispose of the Villages hurricane debris.

The Village Manager negotiated a Memo of Understanding (MOU) with Miami Dade County (MDC) to have the County contractor and debris hauler provide debris pick up, monitoring and disposal for North Bay Village. The Village Manager met with the FEMA contact person and they agreed that this would be a FEMA approved process to handle the debris from North Bay Village. MDC and the Village entered into the MOU on September 17, 2017.

MDC drew up an MOU to implement this cleanup effort in North Bay Village. The Village Commission approved it. The debris was cleaned up, MDC billed the Village for the services, and the Village paid the County.

The original MOU was uploaded into the FEMA portal for their review and approval. When FEMA reviewed the MOU, they say that it had a provision that MDC would put in for the reimbursement from FEMA on behalf of the Village. This is not allowed by FEMA, and they notified the Village. The Village met with MDC, and there was a replacement MOU developed in conjunction with FEMA. The New MOU was worded to replace the first MOU in total and was retroactive to the date of the original MOU.

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This replacement MOU was approved by the Commission by Resolution 2017-107 on December 14, 2017. The resolution was fully signed by all parties. However, the replacement MOU was not signed by Mayor Connie Leon-Kreps.

This was recently brought to the attention of the Village by FEMA that this document needed to be signed by the Village and Miami Dade County.

Mr. Espino, the Interim Village Attorney, reviewed this situation and recommends to the Commission that they review and approve a new resolution authorizing Mayor Brent Latham to execute the replacement MOU. Village staff will then forward the signed MOU to MDC for their signature.

When the replacement MOU is signed FEMA will continue processing the Village's claim for reimbursement of expenses for debris hauling and monitoring for Hurricane Irma.

## **Financial Impact:**

FEMA will not process the Village's claim for reimbursement for debris hauling and monitoring services provided to the Village by MDC contractor. The Village paid MDC \$125,675 for the debris hauling and monitoring services. If FEMA denies the Village's claim because there is not a valid MOU with MDC for the debris hauling, the Village will have to pay this out of the Unreserved Fund Balance.

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## MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN MIAMI-DADE COUNTY, FLORIDA AND THE MUNICIPALITY OF NORTH BAY VILLAGE REGARDING DEBRIS REMOVAL, STAGING & REDUCTION, LONG-RANGE HAULING, AND MONITORING

This Memorandum of Understanding is entered on this 17th day of September, 2017, by and between Miami-Dade County, Florida (the County) and the Municipality of North Bay Village, Florida (the Village).

### RECITALS

WHEREAS, the County's disaster debris removal program (Program) includes the Unincorporated Municipal Service Area (UMSA) and 9 municipalities (Solid Waste Collection Service Area/Service Area); and

WHEREAS, under prequalification Contract 6417, the County will bid for contractors to be awarded disaster debris removal work in the Service Area (Removal); and

WHEREAS, under prequalification Contract 9780 Contract, the County has hired ATL Diversified Industries to perform the staging and reduction of debris delivered to the County designated staging areas by the contractors performing Removal (Staging and Reduction); and

WHEREAS, under prequalification Contract 9360, the County will bid for contractors to be awarded disaster debris long-range hauling work (Long-Range Hauling) from the Staging and Reduction sites designated by the County; and

WHEREAS, a disaster debris monitoring firm has been hired by the County under Contract #00172 to monitor and document the disaster debris removal process including the Removal, Staging and Reduction, and Long-Range Hauling in the Service Area to ensure maximum reimbursement by FEMA (Monitoring); and

WHEREAS, these County contracts provide an efficient mechanism to remove, stage and haul debris created by Hurricane Irma in a manner consistent with FEMA reimbursement requirements; and

WHEREAS, the Village desires to be included in the Service Area solely for the purpose of the Removal, Staging and Reduction and Long-Range Hauling of debris from Hurricane Irma.

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties to this Memorandum of Understanding agree as follows:

1. Solely with respect to the Removal, Staging and Reduction, Long-Range Hauling, and Monitoring of debris created by Hurricane Irma, the area currently served by the Village's

*ORIGINAL*

# Agenda Item 9B

Solid Waste Department (the Village Service Area) shall be serviced by the County and shall be considered part of the Service Area except where separately identified herein. The Village shall remain otherwise liable for solid waste disposal within the Village Service Area. The Village Service Area is as currently shown on Exhibit A.

2. The Removal, Staging and Reduction, and Long-Range Hauling of Hurricane Irma debris within the Village Service Area, and the Monitoring of such removal and disposal (collectively, the Work), shall be conducted by contractors selected by the County, at rates approved by the County, and under terms and conditions as set by the County. The County contractors' vehicles used for collecting disaster debris (Removal) in the Village's Service Area shall be uniquely identified in order to separate the quantity of Hurricane Irma debris collected within the Village Service Area from that collected in the Service Area. Hurricane Irma debris will be taken to staging sites as selected by the County and operated under County Contract 9780 (Staging and Reduction), where it will be reduced and sorted (vegetation/mixed/hazardous). After being reduced, the vegetative fraction will be hauled to a Florida Department of Environmental Protection (FDEP) approved facility for disposal and the other fractions will be disposed of appropriately, in the sole discretion of the County (collectively Long-Range Hauling).

3. The Village shall be responsible for clearance of Hurricane Irma debris from City roads (push and clear). Nothing herein shall obligate the County to push or clear Hurricane Irma debris that may currently be obstructing Village roads or streets.

4. The Village will pay the County for the Work on an ongoing basis as follows.

The County will submit periodic invoices (approximately on a weekly basis) on an ongoing basis to the Village for the Removal, Staging and Reduction, and Long-Range Hauling portions of the

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Work and the Village agrees to pay the County the full-amount of such periodic invoices within 3 days of receipt of the invoice. The County will submit monthly invoices for estimated Monitoring costs to the Village and the Village agrees to pay the County within 3 days of receipt of the Monitoring invoices. The cost of Monitoring will be trued-up upon completion of the Work and the County will either invoice the Village for the remainder or reimburse the Village for the over payment.

5. The County shall apply to FEMA for reimbursement for the Work. The Village agrees to supply to the County any information needed for such application. The County shall have no obligation hereunder to appeal any denial of a request for reimbursement by FEMA.

6. The County agrees to reimburse the Village solely the amount of reimbursement that the County receives from FEMA for the Work. The County does not guarantee or warrant that FEMA will reimburse the County for all or some of the Work. The County shall not be responsible for any non-reimbursement by FEMA. The Village understands that it may not be reimbursed by the County for amounts the Village has paid or incurred in the performance of the Work. The Village's obligations hereunder shall last until FEMA closes out all applications for reimbursement related to Hurricane Irma.

7. The County and the Village retain and do not waive any sovereign immunity provided by state law including but not limited to that provided under section 768.28 of the Florida Statutes. Consistent with the preservation of sovereign immunity for the County and the Village, this MOU is not intended to waive any sovereign immunity in any way including to third parties. The County and Village expressly disclaim that there are any third party beneficiaries and disclaim any liability to third parties.



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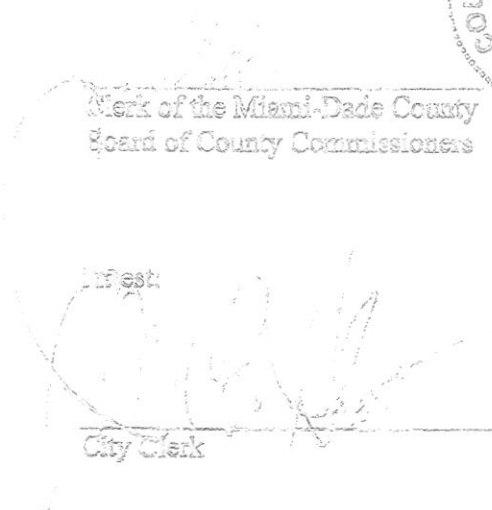
8. The Village warrants and represents that it has the authority to enter into this Agreement and that the execution by the Mayor or authorized representative is sufficient to bind the Village.

9. This agreement may be modified only in writing, executed by the County Mayor or his designee, and attested to by the Clerk of Miami-Dade County.

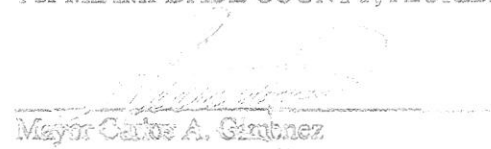
IN WITNESS WHEREOF, this MOU has been duly executed by the parties subscribed below and is binding upon Miami-Dade County and the Municipality of North Bay Village, Florida.

Attest:



  
Clerk of the Miami-Dade County  
Board of County Commissioners

For MIAMI-DADE COUNTY, FLORIDA

  
Mayor Carlos A. Gimenez

Attest:

  
City Clerk

For North Bay Village

  
Mayor Connie Leon-Kreps



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## MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN MIAMI-DADE COUNTY, FLORIDA AND NORTH BAY VILLAGE REGARDING DEBRIS REMOVAL, STAGING & REDUCTION, LONG-RANGE HAULING, AND MONITORING

This Memorandum of Understanding is entered on this \_\_\_\_\_ day of November, 2017, by and between Miami-Dade County, Florida (the County) and North Bay Village, Florida (the Village).

### RECITALS

WHEREAS, on September 4, 2017, Governor Rick Scott issued a declaration of state of emergency for Florida counties including Miami-Dade County because of the threat posed by Hurricane Irma; and

WHEREAS, on September 5, 2017, Miami-Dade County Mayor Carlos Gimenez issued a local state of emergency for all of Miami-Dade County because of the threat posed by Hurricane Irma which declaration was extended three times; and

WHEREAS, Hurricane Irma in Miami-Dade County created extensive vegetative and other debris throughout the County including in the Village; and

WHEREAS, prior to Hurricane Irma the County had a debris removal program in place (Program) that includes the Unincorporated Municipal Service Area (UMSA) and 9 municipalities (Solid Waste Collection Service Area/Service Area); and

WHEREAS, under prequalification Contract 6417, the County has hired contractors for disaster debris removal work in the Service Area (Removal); and

WHEREAS, under prequalification Contract 9780 Contract, the County has hired contractors to perform the staging and reduction of debris delivered to the County designated staging areas by the contractors performing Removal (Staging and Reduction); and

WHEREAS, under prequalification Contract 9360, the County has hired contractor(s) to perform disaster debris long-range hauling work (Long-Range Hauling) from the Staging and Reduction sites designated by the County; and

WHEREAS, a disaster debris monitoring firm has been hired by the County under Contract #00172 to monitor and document the disaster debris removal process including the Removal, Staging and Reduction, and Long-Range Hauling in the Service Area to ensure maximum reimbursement by FEMA (Monitoring); and

WHEREAS, these County contracts provide an efficient mechanism to remove, stage and haul debris created by Hurricane Irma in a manner consistent with FEMA reimbursement requirements; and

*R. P. Hernandez*

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WHEREAS, on \_\_\_\_\_, the County and the Village entered into a Memorandum of Understanding the purpose of the Removal, Staging and Reduction and Long-Range Hauling of debris from Hurricane Irma (the September \_\_, 2017 MOU”); and

WHEREAS, after consultation with FEMA representatives, the County and Village wish to replace the September \_\_, 2017 MOU with this MOU retroactively to the date the Work commenced;

WHEREAS, the Village as the requesting agency (“Requesting Agency”) is asking the County as a participating agency (“Participating Agency”) to enter into this Memorandum of Understanding to include the Village in the Service Area solely for the purpose of the Removal, Staging and Reduction and Long-Range Hauling of debris from Hurricane Irma.

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties agree to enter into this Memorandum of Understanding agree as follows:

1. Solely with respect to the Removal, Staging and Reduction, Long-Range Hauling, and Monitoring of debris created by Hurricane Irma, the area currently served by the Village’s Solid Waste Department (the Village Service Area) shall at the request of the Requesting Agency be serviced by the County and shall be considered part of the Service Area except where separately identified herein. The Village shall remain otherwise liable for solid waste disposal within the Village Service Area. The Village Service Area is as currently shown on Exhibit A.

2. The Removal, Staging and Reduction, and Long-Range Hauling of Hurricane Irma

debris within the Village Service Area, and the Monitoring of such removal and disposal (collectively, the Work), shall be conducted by contractors selected by the County, at rates approved by the County, and under terms and conditions as set by the County. The County contractors’ vehicles used for collecting disaster debris (Removal) in the Village’s Service Area shall be uniquely identified in order to separate the quantity of Hurricane Irma debris collected within the Village Service Area from that collected in the Service Area. Hurricane Irma debris will be taken to staging sites as selected by the County and operated under County Contract 9780 (Staging and Reduction), where it will be reduced

# Agenda Item 9B

and sorted (vegetation/mixed/hazardous). After being reduced, the vegetative fraction will be hauled to a Florida Department of Environmental Protection (FDEP) approved facility for disposal and the other fractions will be disposed of appropriately, in the sole discretion of the County (collectively Long-Range Hauling).

3. The Village shall be responsible for clearance of Hurricane Irma debris from Village roads (push and clear). Nothing herein shall obligate the County to push or clear Hurricane Irma debris that may currently be obstructing Village roads or streets.

4. The Village will pay the County for the Work on an ongoing basis as follows.

The County as the Providing Agency will submit periodic invoices (approximately on a weekly basis) on an ongoing basis to the Village as the Requesting Agency for the Removal, Staging and Reduction, and Long-Range Hauling portions of the Work and the Village agrees to pay the County the full-amount of such periodic invoices within 3 days of receipt of the invoice. The County will submit monthly invoices for estimated Monitoring costs to the Village and the Village agrees to pay the County within 3 days of receipt of the Monitoring invoices. The cost of Monitoring will be trued-up upon completion of the Work and the County will either invoice the Village for the remainder or reimburse the Village for the over payment.

5. The Village as the Requesting Agency shall be solely responsible to apply to FEMA for reimbursement for the Work. The County as the Providing Agency agrees to supply to the Village as the Requesting Agency the information needed for the Village's FEMA application. The Village agrees that the County shall have no obligation to request or apply for reimbursement from FEMA for the Work.

# Agenda Item 9B

6. The County's responsibility as the Participating Agency is to provide the necessary documentation to the Village as the Requesting Agency so that the Village may, if it chooses, seek reimbursement from FEMA as the Requesting Agency. The Village agrees that the County does not guarantee or warrant that FEMA will reimburse the Village for all or some of the Work. The Village agrees that the County shall not be responsible in any way for any non-reimbursement by FEMA. The Village understands that it may not be reimbursed by FEMA for amounts the Village has paid or incurred in the performance of the Work.

7. The County and the Village retain and do not waive any sovereign immunity provided by state law including but not limited to that provided under section 768.28 of the Florida Statutes. Consistent with the preservation of sovereign immunity for the County and the Village, this MOU is not intended to waive any sovereign immunity in any way including to third parties. The County and Village expressly disclaim that there are any third party beneficiaries and disclaim any liability to third parties.

8. The Village warrants and represents that it has the authority to enter into this Agreement and that the execution by the Village's Mayor or authorized representative is sufficient to bind the Village.

9. This agreement may be modified only in writing, executed by the County Mayor or his designee, and attested to by the Clerk of Miami-Dade County.

# Agenda Item 9B

IN WITNESS WHEREOF, this MOU has been duly executed by the parties subscribed below and is binding upon Miami-Dade County and \_North Bay Village\_, Florida.

Attest:

For MIAMI-DADE COUNTY, FLORIDA

\_\_\_\_\_  
Clerk of the Miami-Dade County  
Board of County Commissioners

\_\_\_\_\_  
Mayor Carlos A. Gimenez

Attest:

For NORTH BAY VILLAGE

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

\_\_\_\_\_  
Mayor Connie Leon-Kreps

# Agenda Item 9B

The Village Commission on December 14, 2017 approved a replacement MOU for debris hauling and monitoring for the debris associated with Hurricane IRMA.

The original MOU approved by the Village Commission in September 2017 required the County to seek reimbursement from FEMA. In our first meetings with the FEMA representative he required the Village to apply for the reimbursement. This required the MOU to be amended. The Village and County agreed that the MOU should replace the MOU retroactive to the original date of the first MOU.

This was presented to the Commission and approved by resolution authorizing the Mayor to sign the replacement MOU. Due to personnel changes in January 2018 this was not followed through on. The Mayor did not sign the replacement MOU. FEMA is now requiring a copy of the signed replacement MOU, with the authorizing resolution, before they will process our claim. The Village is requesting about \$174,000.00 in this reimbursement. Mayor Leon-Kreps did sign the resolution (copy attached).

I am attaching both MOU's for your review.

Do we change the signature page to Mayor Latham or ask former Mayor Leon-Kreps to sign.

Submitted by Bert Wrains

Feb 6, 2019





## 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](http://www.nbvillage.com)

### MEMORANDUM

North Bay Village

DATE: March 7, 2019

TO: Graciela Mariot  
Interim Village Clerk

FROM: Dr. Ralph Rosado  
Interim Village Manager

SUBJECT: Introduction of Resolution

---

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING MAYOR BRENT LATHAM TO SIGN A MUTUAL AID AGREEMENT WITH FLORIDA EMERGENCY MANAGEMENT ADMINISTRATION FOR THE REPLACEMENT ORIGINALLY APPROVED BY RESOLUTION NO. 2017-107 ON DECEMBER 14, 2017; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE.**

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

RR:gm



## North Bay Village

Administrative Offices

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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:** FY2019 Florida Inland Navigation District Grant Application

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#### **RECOMMENDATION:**

We recommend that the attached resolution be adopted, authorizing the Interim Village Manager or his designee to submit a grant application under the Florida Inland Navigation District 2019 Waterways Assistance Program, and execute any and all subsequent agreements or documents with the Florida Inland Navigation District to accept funding of the Project.

#### **BACKGROUND:**

**Funding Source:** Florida Inland Navigation District  
**Program Title:** FY2019 Waterways Assistance Program  
**Grant Request:** \$1,500,000  
**Match Required:** \$1,500,000

The Florida Inland Navigation District recently released a Request for Proposals (RFP) for the 2019 Waterways Assistance Program. This program supports local governments in the development of projects that enhance or expand public access to waterways. The Village has a successful track record of securing grant funding to design and construct the Baywalk Plaza Area and North Bay Village Baywalk. North Bay Village proposes to submit an application to FIND in the amount of \$1,500,000. Funding will support the construction of the Baywalk Phase IIA - the first 1,000 linear feet of the planned 3,400 linear foot multi-use trail overlooking Biscayne Bay and parallel to the Kennedy Causeway (State Road 934/79th Street). The Baywalk will allow bicyclists and pedestrians to safely access local restaurants, businesses, parks, housing condominiums, and the Village Hall. The Baywalk provides the only public access to navigable waterways in the Village.

# Agenda Item 9C

**FINANCIAL IMPACT:**

Up to \$1,500,000 (50% match of grant request)

**BUDGETARY IMPACT:**

Up to \$1,500,000 (50% match of grant request)

**PERSONNEL IMPACT:**

None

# Agenda Item 9C



## North Bay Village

Administrative Offices

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

### MEMORANDUM

North Bay Village

DATE: 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 MAYOR AND COMMISSIONERS OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR CONSTRUCTION OF THE NORTH BAY VILLAGE BAYWALK – PHASE IIA; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

RR:gm

# Agenda Item 9C

## RESOLUTION 2019 - \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND COMMISSIONERS OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR CONSTRUCTION OF THE NORTH BAY VILLAGE BAYWALK – PHASE IIA; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER RALPH ROSADO)**

**WHEREAS**, North Bay Village (the "Village") is interested in developing a Baywalk overlooking the Biscayne Intercoastal Waterway ("the Project") for enjoyment of the general public; and

**WHEREAS**, once completed the Baywalk will serve as a 3,400 linear foot walking path along Biscayne Bay; and

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

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

**WHEREAS**, the Village Commission desires to apply for funding through the FIND Waterways Assistance Program in the amount of up to \$1,500,000; and

**WHEREAS**, the Village has the ability and intention to finance its share of the cost of the Project (up to \$1,500,000) and the project will be operated and maintained at the expense of the Village for public use; and

**WHEREAS**, the Village Commission desires to authorize the Village Manager to submit a FIND Waterway Assistance Program application and execute any and all subsequent agreements or documents with the Florida Inland Navigation District to accept funding of the Project; and

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

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

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

# Agenda Item 9C

35 **Section 2. Project Authorization.** The Village Commission supports the application in the  
36 amount of up to \$1,500,000 to the 2019 Waterway Assistance Program.

37 **Section 3. Manager Authorized.** The Village Manager is authorized to submit a FIND  
38 Waterway Assistance Program application and execute any and all subsequent  
39 agreements or documents with the Florida Inland Navigation District to accept  
40 funding of the Project, subject to the Village Attorney's approval as to form,  
41 content and legal sufficiency..

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

44 **FINAL VOTE AT ADOPTION:**

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

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46 **PASSED and ADOPTED** this 12th day of March, 2019.

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**ATTEST:**

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

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

\_\_\_\_\_  
Daniel A. Espino  
Interim Village Attorney

North Bay Village Resolution: Public Storage Moratorium

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



## North Bay Village

Administrative Offices  
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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 Andrea Jackson  
Commissioner Julianna Strout

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

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

**SUBJECT:** FDOT Grant Agreement

---

#### **RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution authorizing Interim Village Manager to execute the Public Transportation Grant Agreement in the amount of \$50,000.00.

#### **BACKGROUND:**

**Funding Source:** Florida Department of Transportation  
**Program Title:** North Bay Village SMART NE Corridor Feeder Route  
**Grant Request:** \$50,000.00  
**Match Required:** \$50,000.00

The Miami-Dade Transportation Planning Organization (TPO) unanimously approved Resolution #14-18 endorsing the identification and implementation of demonstration projects that advance elements of the Strategic Miami Area Rapid Transit (SMART) Plan. In order to more effectively coordinate this effort, the TPO requested SMART Plan demonstration project proposals with a duration of up to no more than three years, with a commitment to continue the project if deemed successful by the project sponsor. SMART Plan demonstration project eligibility is categorized as follows: 1) New Routes with connectivity to the SMART Plan; 2) New Stations with connectivity to the SMART Plan; and 3) New Transit Facilities with connectivity to the SMART Plan, which advance elements of the SMART Plan and increases service to the traveling public.

# Agenda Item 9D

On May 21, 2018, the Village submitted a project proposal to establish the SMART NE Corridor Feeder Route ("Project"). This new service provides first/last mile connectivity to transit along Biscayne Boulevard.

The Project expands the current operating hours of the Village's Trolley to encourage residents that commute to work the option of taking public transportation. The Trolley will connect residents directly to Miami Dade County NE SMART Feeder Route at Biscayne Boulevard. The feeder route links to the Brightline Station in Downtown Miami.

The Project cost will be matched by the Village's PTP funds in the amount not to exceed \$50,000.00 each year. This grant is renewable for up to three (3) years as described in the attached award letter and application (Attachment A).

**FINANCIAL IMPACT:**

\$50,000.00 (50% match of grant request)

**BUDGETARY IMPACT:**

\$50,000.00 (50% match of grant request)

**PERSONNEL IMPACT:**

None



# Agenda Item 9D

Exhibit A - Page 1 of 24

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT**

Form 725-000-01  
 STRATEGIC  
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Financial Project Number(s): <small>(Item-segment-phase-sequence)</small> 444360-1-84-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 654	FLAIR Category: 088774 Object Code: 751000 Org. Code: 55062020629 Vendor Number: F596000388001
Contract Number: G1302	Federal Award Date:		
CFDA Number: N/A	Agency DUNS Number:		
CFDA Title: N/A			
CSFA Number: 55.012			
CSFA Title: Public Transit Service Development Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the State of Florida, Department of Transportation, ("Department"), and City of North Bay Village, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Operating Assistance up to 50% - City of North Bay Village Connector, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation
- Seaports
- Transit
- Intermodal
- Rail Crossing Closure
- Match to Direct Federal Funding (Aviation or Transit)
- Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit B1: Deferred Reimbursement Financial Provisions
- \*Exhibit B2: Advance Payment Financial Provisions
- \*Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- \*Exhibit G: Financial Assistance (Single Audit Act)
- \*Additional Exhibit(s):

# Agenda Item 9D

Exhibit A - Page 2 of 24

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\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2019. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
  - a.  If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the    day of   , or within    days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
  - a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
  - c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
  - d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
  - e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.
9. **Project Cost:**

# Agenda Item 9D

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
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- a. The estimated total cost of the Project is \$100,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$50,000 and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

## 10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:  
 Travel expenses are NOT eligible for reimbursement under this Agreement.  
 Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
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- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.
- If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

# Agenda Item 9D

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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# Agenda Item 9D

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
  - b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
  - c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
    - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
    - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
  - d.  If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
  - e.  If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
    - i.  Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
    - ii.  Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
    - iii.  Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
  - f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
  - g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

## 12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, **Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A"**, **Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

**14. Sale, Transfer, or Disposal of Department-funded Property:**

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

**15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “G”, Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
  - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements,

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the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

#### State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply

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with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**18. Indemnification and Insurance:**

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

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- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy

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or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

# Agenda Item 9D

Exhibit A - Page 16 of 24

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 09/18

- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
  
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of North Bay Village

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

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

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

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

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

Title: \_\_\_\_\_

Title: D6 - Director of Transportation Development

Legal Review: \_\_\_\_\_

\_\_\_\_\_



# Agenda Item 9D

Exhibit A - Page 17 of 24

To: raymond.freeman@dot.state.fl.us

## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1302

11/2/2018

### CONTRACT INFORMATION

Contract:	G1302
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF NORTH BAY VILLAGE
Vendor ID:	F596000388001
Beginning Date of This Agreement:	11/01/2018
Ending Date of This Agreement:	12/31/2019
Contract Total/Budgetary Ceiling:	ct = \$50,000.00
Description:	North Bay Village - Connector

### FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 11/2/2018

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	751000
Amount:	\$50,000.00
Financial Project:	44436018401
Work Activity (FCT):	654
CFDA:	
Fiscal Year:	2019
Budget Entity:	55100100
Category/Category Year:	088774/19
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$50,000.00

Page1 of 1

# Agenda Item 9D

Exhibit A - Page 18 of 24

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 10/18

## EXHIBIT A

### Project Description and Responsibilities

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Operating Assistance up to 50% - City of North Bay Village Connector

**B. Project Location** (limits, city, county, map): City of North Bay Village/North Bay Village, FL/Miami-Dade  
\_\_\_\_ Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): "Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

**D. Deliverable(s)**: City of North Bay Village will provide the Connector Service Route.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to):

**F. Transit Operating Grant Requirements:**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

# Agenda Item 9D

Exhibit A - Page 19 of 24

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 10/18

**EXHIBIT B**

**Schedule of Financial Assistance  
 TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Project Number	Fund Type	FLAIR Category	Federal Fiscal Year	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444360-1-84-01	DPTO	088774	N/A	2019	751000	55.012	Public Transit Service Development Program	\$50,000
<b>Total Financial Assistance</b>								<b>\$50,000</b>

**B. Operations Phase - Estimate of Project Costs by Budget Category:**

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$50,000	\$50,000	\$0	\$100,000
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
a.	\$0	\$0	\$0	\$0
b.	\$0	\$0	\$0	\$0
c.	\$0	\$0	\$0	\$0
d.	\$0	\$0	\$0	\$0
e.	\$0	\$0	\$0	\$0
f.	\$0	\$0	\$0	\$0
g.	\$0	\$0	\$0	\$0
h.	\$0	\$0	\$0	\$0
i.	\$0	\$0	\$0	\$0
j.	\$0	\$0	\$0	\$0
k.	\$0	\$0	\$0	\$0
l.	\$0	\$0	\$0	\$0
m.	\$0	\$0	\$0	\$0
n.	\$0	\$0	\$0	\$0
o.	\$0	\$0	\$0	\$0
p.	\$0	\$0	\$0	\$0
<b>Totals</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$100,000</b>

\* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase), but the revised budget must be updated and reflected in Florida Accountability Contract Tracking System (FACTS).

# Agenda Item 9D

Exhibit A - Page 20 of 24

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 10/18

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Raymond Freeman

Department Grant Manager Name

Signature

Date

# Agenda Item 9D

Exhibit A - Page 21 of 24

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
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**EXHIBIT D**

**AGENCY RESOLUTION**

*PLEASE SEE ATTACHED*

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# Agenda Item 9D

Exhibit A - Page 22 of 24

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 10/18

**EXHIBIT E  
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

**(Service Development)**

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- 3. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30<sup>th</sup> for the period ending December 31<sup>st</sup> and July 30<sup>th</sup> for the period ending June 30<sup>th</sup>.
- 4. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 5. Submittal of Proposed Timeline.** The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.
- 6. Final Report.** At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:
  - a) An evaluation of the attainment of the goals and objectives.
  - b) The reasons any of the goals were not met.
  - c) The benefit accrued by the Agency.
  - d) A statement of the Agency's intent to continue with the service demonstrated.

**-- End of Exhibit E --**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 10/18

## EXHIBIT F

**Contract Payment Requirements  
Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

# Agenda Item 9D

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
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## EXHIBIT G

### STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

#### THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Public Transit Service Development Program  
**CSFA Number:** 55.012  
**\*Award Amount:** \$50,000

\*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

#### COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>





## 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: February 28, 2019

TO: Graciela Mariot  
Interim Village Clerk

FROM: Dr. Ralph Rosado *RR*  
Interim Village Manager

SUBJECT: Introduction of Resolution

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

**A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); APPROVING A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH FDOT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

RR:gm

# Agenda Item 9D

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); APPROVING A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH FDOT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER DR. RALPH ROSADO)

**WHEREAS**, the North Bay Village (the "Village") Commission desires to establish the SMART NE Corridor Feeder Route to transport residents directly to the Miami-Dade County SMART NE Corridor route at Biscayne Boulevard ("Project"); and

**WHEREAS**, the Village submitted a proposal for the Project to be included in the Miami-Dade Transportation Planning Organization's ("TPO") Strategic Miami Area Rapid Transit ("SMART") Plan Demonstration projects; and

**WHEREAS**, on June 21, 2018, the TPO adopted Resolution No. 29-18 which approved the advancement of the SMART Plan Demonstration projects including the Village's proposed project as it furthers the objectives and goals of the SMART Demonstration projects to improve transportation options by establishing new transit routes, new transit stations, and new transit facilities; and

**WHEREAS**, the Village's Project was also approved by the Florida Department of Transportation ("FDOT") for a grant in the amount of \$50,000.00, which may be extended for up to three years ("Grant"); and

**WHEREAS**, in order to receive the Grant for the Project, the Village is required to provide a dollar for dollar match each year and enter into a Public Transportation Grant Agreement ("Agreement"), which Agreement is attached hereto as Exhibit "A"; and

**WHEREAS**, the Village Commission desires to accept the Grant, execute the Agreement, and authorize the Interim Village Manager to provide the matching funds from the Village's People's Transportation Plan ("PTP") Funding, and execute the Agreement; and

**WHEREAS**, the Village finds that this Resolution is in the best interest and welfare of the residents of the Village.

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

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

**Section 2.**                      **Grant Accepted.** The Village Commission hereby accepts the FDOT Grant as provided for in the Agreement attached hereto as Exhibit "A."

# Agenda Item 9D

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**Section 3.**

**Approval.** The Village Commission approves the Agreement with FDOT relating to the Grant, in substantially the form attached hereto as Exhibit "A."

**Section 4.**

**Authorization.** The Interim Village Manager is authorized to execute the Agreement, and any subsequent annual renewals, in substantially the form attached hereto as Exhibit "A," on behalf of the Village, subject to the approval of the Village Attorney as to form, content and legal sufficiency. The Interim Village Manager is further authorized to expend PTP funds in an amount not to exceed \$50,000.00 to match the Grant funds, as required.

**Section 5.**

**Effective Date.** This Resolution shall become effective immediately upon adoption.

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

# Agenda Item 10A

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

**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)**

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

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

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

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

**WHEREAS**, the Village Commission, now desires to exercise its right to research and study the zoning standards necessary to appropriately locate and regulate public self-storage facilities within its jurisdictional boundaries, and therefore directs the Village Planner to return within 90 days of this action with a report detailing the zoning recommendations for regulation of public self-storage facilities and a draft Ordinance which provides revised zoning standards for public self-storage facilities; and

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

# Agenda Item 10A

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

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

**Section 1.**

The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution; all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

**Section 2.**

The Village Commission affirms and ratifies a 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 within the corporate limits of North Bay Village.

**Section 3.**

The Moratorium shall cease at the earliest of the expiration of one hundred and eighty (180) days from the adoption of this Resolution, or upon the effectiveness of an Ordinance addressing the zoning code revisions regarding public self-storage facilities, or upon the adoption of a resolution terminating the Moratorium.

**Section 4.**

That the Village Commission hereby directs the Village Planner to study and review regulations governing public self-storage facilities within North Bay Village.

**Section 5.**

The Village Commission hereby authorizes and directs the appropriate Village Staff to do all things necessary and expedient to effectuate the intent of this Resolution.

**Section 6.**

Nothing in this Resolution should be construed or applied to abrogate the vested right of a property owner to develop or utilize his/her property in any other way commensurate with zoning and other regulations, including any required renewal of permits for existing legally erected premises.

# Agenda Item 10A

87 **Section 7.**

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89 This Resolution shall become effective upon its adoption.  
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91  
92 The motion to adopt the foregoing Resolution was offered by \_\_\_\_\_, seconded by  
93 \_\_\_\_\_.

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96 **FINAL VOTE AT ADOPTION:**

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98 Mayor Brent Latham \_\_\_\_\_  
99 Vice Mayor Marvin Wilmoth \_\_\_\_\_  
100 Commissioner Jose R. Alvarez \_\_\_\_\_  
101 Commissioner Andreana Jackson \_\_\_\_\_  
102 Commissioner Julianna Strout \_\_\_\_\_

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105 PASSED and ADOPTED this 12th day of March 2018.  
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107 \_\_\_\_\_  
108 MAYOR BRENT LATHAM  
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112 **ATTEST:**

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114 \_\_\_\_\_  
115 GRACIELA MARIOT  
116 Interim Village Clerk  
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119 **APPROVED AS TO FORM:**

120  
121 \_\_\_\_\_  
122 Daniel A. Espino  
123 Interim Village Attorney

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125 North Bay Village Resolution: Public Storage Moratorium

# Agenda Item 10A



## North Bay Village

Administrative Offices

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

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

[www.nbvillage.com](http://www.nbvillage.com)

### MEMORANDUM

North Bay Village

DATE: March 7, 2019

TO: Graciela Mariot  
Interim Village Clerk

FROM: Brent Latham  
Mayor

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, 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.**

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

BL:gm

# Agenda Item 10B



## North Bay Village

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

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

**TO: March 7, 2019**

**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: Finance Director Bert Wrains**

**Re: Public Works Director Position - FY 2019 budget**

---

#### **BACKGROUND**

When the FY 2019 budget was prepared, it eliminated the Public Works Director position. North Bay Village operates water and sewer systems as well as the solid waste collection systems. The Village has a storm drainage system that must also be maintained. I feel that it is imperative that the Village have a full-time Public Works Director who is also a Professional Engineer (PE).

For the past 6 years the Village has contracted for a Public Works Director that had a PE degree. This allowed the Village to handle many of the water, sewer and stormwater items in-house. When the Village had long-term projects that would take large amounts of time, the Village would have to contract with an engineering firm to handle these projects. The in-house PE could review all building department construction permits that involved the Village or the public right-of-way. The Public Works Director represents the Village at all levels of government without the need for the assistance of a PE.

#### **CURRENT**

The Village has been operating since October 1, 2018 without this position, and I would like to bring this position back into the Public Works budget. The Village has been operating on some level of sewer moratorium since late 2018. We need to develop several sets of procedures to deal with this item. We have several properties that are nearing the position to start developing, and we will need the services of an experienced Public Works Director. I would like to attract a person that can serve the Village in both capacities.



# Agenda Item 10B

## FINANCIAL

I am requesting that the Commission approve, by resolution, adding the position of a Public Works Director back to the FY 2019 Budget. The FY 2018 budget had this position as a contract position at \$90.00 per hour or \$180,000 per year. This was a full-time position and the \$90.00 included all costs. It included all wages, taxes, health insurance, retirement, vehicle allowance and all electronic equipment. The only additional items the Village provided for were a work space, a computer and printer.

I have spoken to the Finance Director, and there are several accounts that were set up in the Utility Fund that could be used for Professional Services if needed since there was not a Public Works Director budgeted. There is \$75,000 budgeted in Utility Administration for engineering and planning services, account 430.30.533.3110. This account has not been used and could be reallocated to this position. Based on the \$90.00 per hour all in cost, this would require about \$105,000 to fund this position through September 30, 2019.

## PERSONNEL

This request is to add one position in the Utility Fund Administration Division, and the funding at \$105,000 for the remaining months of FY 2019.

# Agenda Item 10B

## Position Description

### Public Works Director

**Classification Identification:** Exempt / Non bargaining unit

**Pay Grade:** Thirty Four (34)

#### **General Purpose**

The fundamental reason this classification exists is to organize, direct, and coordinate the activities of the Public Works Department. The Public Works Director manages all residential solid waste collection and disposal activities including recycling and household hazardous waste programs. The Director shall also oversee the administration, operation and capital projects for Village's sewer, water, storm water, roadways, and landscaping. The incumbent oversees the procurement, management and maintenance of the Village's fleet of equipment, construction, maintenance and operation of Village-owned facilities and related electrical and mechanical systems. The employee administers departmental service contracts. The Director is responsible for determining major departmental policies for planning long-term programs, for resolving difficult administrative problems and for managing the departmental budget and capital projects and procurements. The position delegates considerable authority for the performance of technical and day-to-day administrative activities to Utilities Superintendent since the major emphasis is on overall administration and coordination. Broad policies are prescribed by, and general direction is received from the Village Manager, who holds the Public Works Director responsible for the effectiveness of departmental programs.

#### **Essential Duties and Responsibilities**

- Develops and implements programs, policies and procedures for assigned division.
- Plans, organizes and directs the activities of staff involved in Water, Sewer, Transit, Maintenance, Solid Waste Management and landscaping.
- Exercises general supervision over Bargaining unit professional, supervisory and technical staff.
- Plans for existing and future equipment and facility needs.
- Prepares Departmental operating budget including, revenues and expenditures for enterprise funds, and capital projects.
- Analyzes costs and production data to increase the cost effectiveness of operations.
- Directs the preparation of operating and capital budget estimates and prepares cost estimates on a variety of projects and procurements.
- Reviews various operations and formulates proposals for contract services.
- Performs contract administration duties, including negotiating and recommending contract terms, evaluating performance and ensuring compliance to warranty and contract agreements.
- Writes or directs the preparation of comprehensive management reports and grants.
- Monitors legislation and develops policies and programs to ensure compliance with federal, state, county and local laws and regulations.
- Participates and leads various interdepartmental project groups, special projects and task forces.
- Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes and work cooperatively and jointly to provide quality seamless customer service.
- Represents management in collective bargaining agreements.

# Agenda Item 10B

- Represents North Bay Village at Public Meetings.
- Performs other duties as assigned by the Village Manager.

## **Required Knowledge, Skills and Abilities**

- Automotive and construction equipment usage, maintenance, and related equipment.
- Electrical systems.
- Materials, methods and techniques utilized in construction and maintenance activities of the department.
- Principles and practices of public administration.
- Refuse collection, disposal and recycling.
- Principles and practices of personnel management and supervision.
- Principles and practices of budget preparation and administration.
- Privatization and contracting methods and techniques.
- Organize, direct and coordinate the activities of several divisions.
- Develop long-term plans and programs to make major policy decisions on complex technical and administrative problems.
- Perform a broad range of supervisory responsibilities over others.
- Communicate orally with customers, clients and the public using a telephone or in a one-to-one or group setting.
- Produce written documents with clearly-organized thoughts with proper sentence construction, punctuation and grammar.
- Works cooperatively with others.

## **Desired Minimum Qualification**

- A Bachelor's degree from an accredited college in a related field such as civil, electrical, or mechanical engineering.
- P.E. is preferred.
- Five (5) years supervisory experience in maintenance management, refuse collection and disposal activities or utilities.
- Village Manager at his discretion may choose to mitigate education requirements with experience.

# Agenda Item 10B



## North Bay Village

Administrative Offices

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

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

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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, RELATING TO EMPLOYMENT; CREATING THE POSITION OF PUBLIC WORKS DIRECTOR AS AN EXEMPT POSITION; AUTHORIZING THE EXPENDITURE FROM THE UTILITY FUND ADMINISTRATION DIVISION TO FUND THE POSITION; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE.**

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

RR:gm

# Agenda Item 10C



## North Bay Village

Administrative Offices  
1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141  
Tel: (305) 756-7171 | Fax: (305) 756-7722 | [www.nbvillage.com](http://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:** Finance Director Bert Wrains

**SUBJECT:** State Revolving Loan – Lift Station Modifications

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#### **RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution approving a State Revolving Loan for Lift Station Modification.

#### **BACKGROUND:**

North Bay Village approved a contract with Kimley Horn in September 2018 to redesign the Hispanola and Main sewer lifts stations. This redesign will allow the stations to be down sized and will allow them to be relocated totally below the ground.

The Village started this redesign project a couple of years ago by converting the “City Hall” lift station to be connected directly to the force main going to the Miami Dade County (WASA) treatment plant. This reduced the flow going to the main pump station. With the Hispanola station being designed to also connect directly to the force main the pumps can also be down sized and put underground.

With the reduction of the flow from the 2 pump stations the Main station on Galleon Street can also downsized and placed underground.

These changes will achieve two (2) goals. First, the stations will have smaller pumps and can operate more efficiently and lower the Village's operating cost. Second, with these stations being relocated underground this will allow the land to be repurposed, especially the Galleon Street property.

#### **FINANCIAL IMPACT:**

The Village has contracted with Kimley Horn to redesign the stations at a cost of \$229,600. The State Revolving Loan program has already approved the Village's application to be included in the November 2019 funding cycle. When the design is completed the Village can apply in November 2019 for the construction cost to be included in the November 2020 funding cycle.

# Agenda Item 10C

Gary Ratay has estimated that the reconstruction of the two (2) stations could be completed around October 2021. The reconstruction work will have a minimal impact on any construction in the street area. It is mostly just around the existing location except where the connections to the force main will occur.

The State Revolving Loan program provides local governments with low interest 20 year construction loans.

**BUDGETARY IMPACT:**

\$229,600

**PERSONNEL IMPACT:**

None

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

## STATE REVOLVING LOAN PROGRAM for Point Source Water Pollution Control

# LOAN APPLICATION



Florida Department of Environmental Protection  
State Revolving Fund Program  
Marjory Stoneman Douglas Building  
3900 Commonwealth Blvd., MS 3505  
Tallahassee, FL 32399-3000

# Agenda Item 10C

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## LOAN APPLICATION

- (1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000. The application (and backup) may be submitted electronically to the Department's Project Manager.
- (2) COMPLETING THE APPLICATION.
  - (a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.
  - (b) All information provided on this application must be printed. Monetary amounts may be rounded.
  - (c) Forms and attachments to be submitted are denoted with italic print.
- (3) ASSISTANCE. Completing this application may require information that can be obtained from Clean Water State Revolving Fund Program staff. Please email [SRF\\_Reporting@dep.state.fl.us](mailto:SRF_Reporting@dep.state.fl.us) for assistance in completing this application.

### PART I - ADMINISTRATIVE INFORMATION

- (1) PROJECT SPONSOR North Bay Village  
Federal Employer Identification Number 59-6000388  
DUNS Number 020543195
- (2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).  
Name Brent Latham Title Mayor  
Telephone 305-756-7171 FAX \_\_\_\_\_ Email blathem@nbvillage.com  
Mailing Address 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
- (3) PRIMARY CONTACT (person to answer questions regarding this application).  
Name Ralph Rosado Title Interim Village Manager  
Telephone 305-756-7171 FAX \_\_\_\_\_ Email rroasdo@nbvillage.com  
Employer North Bay Village  
Mailing Address 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
- (4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #*\_\_\_\_\_).  
Name Bert Wrains Title Finance Director  
Telephone 305-756-7171 FAX \_\_\_\_\_ Email bwrains@nbvillage.com  
Employer North Bay Village  
Mailing Address 1666 Kennedy Causeway, Suite 300  
North Bay Village, Fl. 33141
- (5) PROJECT NUMBER (listed on the Department's priority list). \_\_\_\_\_
- (6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing?  Yes  No

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## PART II – PROJECT INFORMATION

If you are applying for a planning, design, or SSES loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

### A. PLANNING, DESIGN OR SSES PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (*Attachment #1*)

(1) **ACTIVITIES.** Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (*Attachment #1*) Are these activities the same as those scheduled on the *Request for Inclusion Form*?  Yes  No. If “No”, please explain. (*Attachment #\_\_\_\_\_*)

(2) **SCHEDULE.**

(a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)

Planning documentation	09/17/18
Engineering work	8/31/2019
Certification of site availability	9/12/18
Permit	7/31/19

(b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If “Yes”, please explain. (*Attachment #\_\_\_\_\_*)  Yes  No

(c) Is this a design/build project?  Yes  No

(3) **COST.** Is the cost information submitted for the planning, design or SSES loan priority list current? If “No”, please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #\_\_\_\_\_*) Note that the disbursable amount will be limited to the priority list amount.  Yes  No

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

### B. CONSTRUCTION OR I/I REHABILITATION PROJECT

(1) **ACTIVITIES.**

(a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment #\_\_\_\_\_*).

Are these contracts the same as those scheduled on the *Request for Inclusion Form*?  Yes  No

If “No”, please explain. (*Attachment #\_\_\_\_\_*)

(b) Have any of the contracts been bid?  Yes  No

If “Yes”, indicate which contracts have been bid. (*Attachment #\_\_\_\_\_*)

(c) Was planning, design, or SSES for this project financed in another SRF loan?  Yes  No

If “Yes”, give the SRF loan number. \_\_\_\_\_

(d) Does this project involve an interlocal agreement with other local governments or other entities?  Yes  No

If “Yes”, attach a copy of the Department letter accepting the interlocal agreement. (*Attachment #\_\_\_\_\_*)

Is the interlocal agreement, as accepted by the Department, fully executed and enforceable?  Yes  No

If “No”, please explain (*Attachment #\_\_\_\_\_*).

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- (2) SCHEDULE. (month and year)
- (a) Anticipated notice to proceed for first construction contract. \_\_\_\_\_
- (b) Anticipated completion of all construction contracts. \_\_\_\_\_
- (3) COST. Is the cost information submitted for the priority list current?  Yes  No

If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment #\_\_\_\_\_) Note that the disburseable amount will be limited to the priority list amount.

### PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, project useful life for financial hardship loans, financing rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

- (1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$250000
- Note that the disburseable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

- (2) TERMS AND REPAYMENT.
- (a) Loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as having a financial hardship. Loans to financial hardship communities may be amortized over the lesser of useful life of the project or 30 years. Loans to non-governmental project sponsors are amortized over the lesser of the useful of the project or 20 years. Finance charges and principal are paid semiannually.

What is the useful life of the project? 20 (years)

Over how many years would you like to amortize the loan? 20 (years)

- (b) List all revenues that are to be pledged for repayment of this loan. Water and Sewer user rates
- (c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.

What coverage is proposed for the loan? 15% (coverage percentage)

- (d) Is any other financial assistance being applied to this project?  Yes  No
- If "Yes", please list. (Attachment #\_\_\_\_\_) \_\_\_\_\_

- (3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments. Each increment shall have a separate financing rate as established in the agreement or amendment providing that increment.

- (4) INFORMATION ON LIENS.
- (a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (Attachment #2) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.
- (b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

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- (c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment #\_\_\_\_\_*).
- (d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment #\_\_\_\_\_*).
- (5) ACTUAL AND PROJECTED REVENUES.
  - (a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.
  - (b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.
- (6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment #3*) The opinion must address the following:
  - (a) Availability of the revenues to repay the loan.
  - (b) Right to increase rates at which revenues shall be collected to repay the loan.
  - (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.
- (7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

## PART IV – AUTHORIZATION AND ASSURANCES

- (1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment #4*) for the following:
  - (a) Pledging revenues to repay the loan.
  - (b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.
- (2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Clean Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:
  - (a) Assurances for capitalization grant projects.
    - 1. Complete all facilities for which funding has been provided.
    - 2. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
    - 3. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
    - 4. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
    - 5. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
    - 6. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
    - 7. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
    - 8. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
    - 9. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.

# Agenda Item 10C

10. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.
  11. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.
  12. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.
  13. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.
  14. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.
  15. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.
  16. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.
  17. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
  18. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.
  19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.
  20. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.
  21. Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.
- (b) Assurances for other projects.
1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
  2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
  3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
  4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.
  5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
  6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
  7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
  8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

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9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_

Authorized Representative \_\_\_\_\_ **Brent Latham**  
*(signature)* *(name typed or printed)*

Attachments

# Agenda Item 10C

## PART V – SUPPLEMENTARY INFORMATION

### SCHEDULE OF PRIOR AND PARITY LIENS (EXCLUDING SRF LOANS)

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three additional fiscal years. Use additional pages as necessary.

	<b>#1</b>	<b>#2</b>	<b>#3</b>
<b>Identify Each Obligation</b>			
<b>Coverage</b>	_____ %	_____ %	_____ %
<b>Insured?</b>	_____ Yes _____ No	_____ Yes _____ No	_____ Yes _____ No

Fiscal Year	<u>Annual Debt Service (Principal Plus Interest)</u>			<u>Total Debt Service</u>	<u>Total Debt Service Incl. Coverage</u>
	#1	#2	#3		
2011	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2012	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2013	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2014	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2015	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2016	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2017	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2018	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2019	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2020	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2021	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2022	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2023	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2024	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2025	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2026	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2027	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2028	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2029	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2030	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2031	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2032	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2033	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2034	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2035	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2036	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2037	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

# Agenda Item 10C

## PART V – SUPPLEMENTARY INFORMATION

### SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

	<u>FY 2016</u>	<u>FY 2017</u>
(a) Operating Revenues (Source)		
<u>Water and Sewer Rates</u>	<u>3,946,626</u>	<u>4,475,286</u>
<u>Sanitation Fees</u>	<u>1,614,211</u>	<u>1,666,802</u>
(b) Interest Income	<u>49</u>	<u>100</u>
(c) Other Income or Revenue (Identify)		
<u>Service charges</u>	<u>47,356</u>	<u>54,884</u>
(d) Total Revenues	<u>5,608,193</u>	<u>6,197,072</u>
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	<u>4,746,754</u>	<u>4,701,409</u>
(f) Net Revenues [(f) = (d) – (e)]	<u>861,439</u>	<u>1,495,663</u>
(g) Debt Service (including any required coverage)	<u>201,323</u>	<u>128,781</u>
(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. ( <i>Attachment #5</i> )		
(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). ( <i>Attachment #_____</i> )		
(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. ( <i>Attachment #_____</i> )		



# Agenda Item 10C

## PART V – SUPPLEMENTARY INFORMATION

### SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

Begin with the fiscal year preceding first anticipated semiannual loan payment and continuing for at least three additional years. Attach a separate page for previous State Revolving Fund loans. (*Attachment # \_\_\_\_\_*)

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
(a) Operating Revenue	<u>7,064,548</u>	<u>7,276,485</u>	<u>7,567,544</u>	<u>7,870,246</u>	<u>8,185,055</u>
(b) Interest Income	<u>2,500</u>	<u>2,500</u>	<u>2,500</u>	<u>2,500</u>	<u>2,500</u>
(c) Other Income or Revenue (identify)					
<u>Other Fees</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>
<hr/>					
(d) Total Revenues	<u>7,117,048</u>	<u>7,328,985</u>	<u>7,620,044</u>	<u>7922,746</u>	<u>8,237,555</u>
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	<u>4,843,031</u>	<u>4,988,322</u>	<u>5,137,972</u>	<u>5,292,111</u>	<u>5,450,874</u>
(f) Net Revenues (f = d - e)	<u>2,274,017</u>	<u>2,340,662</u>	<u>2,482,072</u>	<u>2,630,635</u>	<u>2,786,681</u>
(g) Revenue (including coverage) pledged to debt service, excluding SRF loans	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(h) Revenue (including coverage) pledged to outstanding SRF loans	<u>399,266</u>	<u>588,564</u>	<u>788,564</u>	<u>800,564</u>	<u>900,564</u>
(i) Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]	<u>1,934,751</u>	<u>1,752,098</u>	<u>1,693,508</u>	<u>1,830,071</u>	<u>1,886,117</u>
(j) Identify the source of the above information and explain methods used to develop the projections ( <i>Attachment #6</i> ). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.					
(k) For construction loans, are the above projections consistent with the accepted financial feasibility information?					<input type="checkbox"/> Yes <input type="checkbox"/> No

If “No”, please explain. (*Attachment # \_\_\_\_\_*)



# Agenda Item 10C



## North Bay Village

Administrative Offices

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

Tel: (305) 756-7171 | Fax: (305) 756-7722 | Website: [www.nbvillage.com](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, RELATING THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION FOR WATER POINT SOURCE WATER POLLUTION CONTROL; AUTHORIZING LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE.**

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

RR:gm

# Agenda Item 11A



## North Bay Village

Administrative Offices

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

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

### **MEMORANDUM**

North Bay Village

DATE: February 5, 2019

TO: Graciela Mariot  
Interim Village Clerk

FROM: Brent Latham  
Mayor

SUBJECT: Introduction of Ordinance

---

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 32, ENTITLED "DEPARTMENTS AND BOARDS", BY DELETING SUBSECTION 32.60, ARTS, CULTURAL AND SPECIAL EVENTS BOARD AND AMENDING SUBSECTION 32.10, COMMUNITY ENHANCEMENT BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.**

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

BL:gm

# Agenda Item 11A

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 32, ENTITLED "DEPARTMENTS AND BOARDS", BY DELETING SECTION 32.60, ARTS, CULTURAL AND SPECIAL EVENTS BOARD, AND AMENDING SUBSECTION 32.10, COMMUNITY ENHANCEMENT BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR BRENT LATHAM)

WHEREAS, the Village Commission desires to delete the Arts, Cultural and Special Events Board; and

WHEREAS, the Village Commission desires to combine the power and duties from the Arts, Cultural and Special Events Board to Section 32.10, Community Enhancement Board.

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

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

**Section 2. Code Amendment.** Chapter 32, Section 32.60 through 32.99 of the North Bay Village Code of Ordinances, entitled "Departments and Boards" is hereby amended as follows:

## COMMUNITY ENHANCEMENT BOARD

### § 32.10 - Establishment.

In order to enhance the aesthetic appeal of this community by properly exercising its police power in accordance with the provisions of the Florida Home Rule Power Act, and recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further to preserve the quality of the environment which is a legitimate concern of the Village Commission, there is established a permanent Community Enhancement Board of the Village, it being understood that this Board and the powers and responsibilities

# Agenda Item 11A

43 granted it pursuant to this subchapter shall be in addition to any existing laws and  
44 remedies which presently exist or shall be enacted in the future.

45

## 46 **§ 32.11 - Composition.**

47

48 There is hereby created the North Bay Village Community Enhancement Board which  
49 shall consist of five members who may reside at any location within the Village, or  
50 owners of businesses located within the confines, or designees of such business  
51 owners; all of whom shall serve for a period of two years concurrent with the regular  
52 scheduled election of the Commission as provided in Section 6.01 of the Charter.

53

## 54 **§ 32.12 - Qualifications.**

55

56 The members of the Community Enhancement Board shall be appointed and shall be  
57 qualified electors of the Village or owners of businesses located within the confines of  
58 the Village, or designees of such business owners as defined in the Charter. Resident  
59 members of the Board shall also be and remain during their respective terms of office,  
60 residents of the Village.

61

## 62 **§ 32.13 - Terms; removal from office.**

63

64 Members of the Board shall be appointed by the Village Commission, by a majority vote  
65 of the members present, concurrent with the regular scheduled election of the  
66 Commission; however, in order to maintain continuity, members shall serve until the  
67 new Board is appointed after the election. Any member may be removed from the office  
68 by the Commission upon majority vote of the Commission members present.

69

## 70 **§ 32.14 - Vacancies.**

71

72 In the event that a vacancy shall occur on the Board by resignation, removal, death, or  
73 for any other reason, a successor shall be appointed to fill the unexpired term for such  
74 member.

75

## 76 **§ 32.15 - Power and duties.**

77

78 The Community Enhancement Board shall be charged with the following duties:

79

- 80 (1) To continually study the needs of the entire Village for floral landscaping,  
81 including the entrances of the several islands and the median strips,  
82 including both privately owned and publicly owned property.
- 83 (2) Determine the existence of alleged violations of law which adversely affect  
84 the aesthetics of the Village.
- 85 (3) Entertain complaints from citizens regarding existence of conditions which  
86 are detrimental to the aesthetic values and quality of life of the Village.

# Agenda Item 11A

- 87 (4) To file a report of its activities with the Village Commission and the Village  
88 Manager, including the recommendations to the Commission for the  
89 beautification of the Village at least once per year.
- 90 (5) Recreation and park planning activities.
- 91 (6) Program financing and services.
- 92 (7) Physical components of outdoor and indoor leisure, cultural and  
93 recreational activities to meet the needs of as many kinds of people as  
94 possible.
- 95 (8) Social services and other human resources program planning with special  
96 emphasis on the needs of residents of the Village.
- 97 (9) Cooperate with all other similar governmental agencies and all public or  
98 private organizations working for the same or similar objectives.

99

## 100 § 32.16 - Officers.

101

102 The Community Enhancement Board shall annually, each by majority vote, elect one of  
103 its members as Chairman and one of its members as Vice-Chairman. The Chairman  
104 shall chair the meetings of the Board, and shall be the representative of the Board to  
105 the Village Manager and the Village Commission. In the case of the absence of the  
106 Chairman at any meetings, the Vice-Chairman shall act in his stead. The Village  
107 Manager is directed and authorized to furnish, supply, and make available to the Board  
108 suitable and proper accommodations for the transactions of the business of the Board.  
109 The Board shall designate its own secretary and the Secretary shall make and furnish  
110 minutes of the Board's meetings and shall report to the Village Manager as to the  
111 attendance of the meeting and submit the minutes of its meetings to the Village  
112 Manager monthly.

113

## 114 § 32.17 - Meetings; quorum; voting period.

115

- 116 (A) The Community Enhancement Board shall hold regular monthly meetings at such  
117 time and place as the Board may determine and may hold special meetings at  
118 any other time. All meetings shall be publicly noticed to residents, homeowners,  
119 and property owners by publication on the Village bulletin boards. In the event  
120 that the Chairperson shall fail to call a special meeting, upon request of any  
121 member of the Board, a special meeting shall be held upon written call of two  
122 other members of the Board mailed three days prior to the called meeting.
- 123 (B) All meetings of the Board shall be open to the public and three members shall  
124 constitute a quorum.
- 125 (C) A majority vote of the Board shall be required on all recommendations made to  
126 the Village Commission.

127

## 128 ~~§ 32.60 - Arts, Cultural and Special Events Board.~~

# Agenda Item 11A

129 An Arts, Cultural and Special Events Board is hereby created which shall be  
130 composed of five members, appointed by the Village Commission to serve at the  
131 pleasure of the Commission without compensation. Each member shall be appointed by  
132 a majority vote of the Village Commission.

133 ~~§ 32.61 — Qualification of members.~~

134 The members of the Arts, Cultural and Special Events Board shall be appointed and  
135 shall be qualified electors of the Village as defined in the Charter and shall also be and  
136 remain during their respective terms of office, residents of the Village.

137 ~~§ 32.62 — Terms; vacancies; removed from office.~~

138 Members of the Board shall be appointed by the Village Commission for a term of  
139 two years. In the event that a vacancy shall occur on the Board by reason or  
140 resignation, removal, death, or for any other reason, a successor shall be appointed to  
141 fill the unexpired term for such member.

142 Any member may be removed from the office by the Commission upon majority  
143 vote of the Commission.

144 ~~§ 32.63 — Officers.~~

145 The Arts, Cultural and Special Events Board shall annually, each by majority vote,  
146 elect one of its members as Chairman and one of its members as Vice-Chairman. The  
147 Chairman shall chair the meetings of the Board, and shall be the representative of the  
148 Board to the Village Manager and Village Commission. In the case of the absence of the  
149 Chairman at any meetings, the Vice-Chairman shall act in his stead. The Village  
150 Manager is directed and authorized to furnish, supply, and make available to the Board  
151 suitable and proper accommodations for the transactions of the business of the Board.  
152 The Board shall designate its own Secretary and the Secretary shall make and furnish  
153 minutes of the Board's meetings and shall report to the Village Manager as to the  
154 attendance of the meeting and submit the minutes of its meetings to the Village  
155 Manager not later than two weeks after each meeting.

156 ~~§ 32.64 — Meetings; quorum; voting period.~~

157 (A) The Arts, Cultural and Special Events Board shall hold regular monthly meetings  
158 at such time and place as the Board may determine and may hold special meetings  
159 at any other time. All meetings shall be open to the public. All meetings shall be  
160 publicly noticed to residents, homeowners, and property owners in accordance with  
161 the current practice of the Village Clerk in noticing meetings of the Village  
162 Commission. In the event that the Chairperson shall fail to call a special meeting,  
163 upon request of any member of the Board, a special meeting shall be held upon  
164 written call of two other members of the Board mailed three days prior to the called  
165 meeting.



# Agenda Item 11A

166 (B) ~~All meetings of the Board shall be open to the public and three members shall~~  
167 ~~constitute a quorum.~~

168 (C) ~~A majority vote of the Board shall be required on all recommendations made to~~  
169 ~~the Village Commission.~~

170 ~~§ 32.65 Powers and duties.~~

171 (A) ~~The Arts, Cultural and Special Events Board shall be charged with the duty and~~  
172 ~~responsibilities to act in an advisory capacity to the Village Commission and Village~~  
173 ~~Manager in matters pertaining to the delivery of the following human services:~~

174 (1) ~~Recreation and park planning activities.~~

175 (2) ~~Program financing and services.~~

176 (3) ~~Physical components of outdoor and indoor leisure, cultural and recreational~~  
177 ~~activities to meet the needs of as many kinds of people as possible.~~

178 (4) ~~Social services and other human resources program planning with special~~  
179 ~~emphasis on the needs of residents of the Village.~~

180 (5) ~~Cooperate with all other similar governmental agencies and all public or~~  
181 ~~private organizations working for the same or similar objectives.~~

182 (B) ~~The Board shall submit to the Village Manager and through him or her to the~~  
183 ~~Village Commission interim reports as to the performance of its duties and~~  
184 ~~responsibilities as set forth above.~~

185

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

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

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

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

200

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

# Agenda Item 11A

204 **THE VOTES WERE AS FOLLOWS:**

205  
206

207 **APPROVED ON FIRST READING** during a regular session of the North Bay  
208 Village Commission Meeting this 28<sup>th</sup> day of February 2019.

209

210 The foregoing Ordinance was offered by Commissioner Julianna Strout, who  
211 moved for its enactment. This motion was seconded by Vice Mayor Marvin Wilmoth  
212 and upon being put to a vote, the vote was as follows:

213

214 **VOTE AT FIRST READING ADOPTION:**

215

Mayor Brent Latham	<u>Yes</u>
Vice Mayor Marvin Wilmoth	<u>Yes</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Julianna Strout	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>

216

217 **APPROVED ON SECOND READING** during a regular session of the North Bay  
218 Village Commission Meeting this 7<sup>TH</sup> day of March 2019.

219

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

223

224 **VOTE AT SECOND READING ADOPTION:**

225

Mayor Brent Latham	<u>Yes</u>
Vice Mayor Marvin Wilmoth	<u>Yes</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Julianna Strout	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>

226

227 **PASS AND ADOPTED** this \_\_\_\_\_ day of February 2019.

228

229

230

231

232

233

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

# Agenda Item 11A

234 **ATTEST:**

235

236

237

238 \_\_\_\_\_

239 Graciela Mariot, Interim Village Clerk

240

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

243

244

245

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

247 Daniel A. Espino

248 North Bay Village Ordinance: Amending Section 32.60 of Village Code

## COMMUNITY ENHANCEMENT BOARD

## § 32.10 - Establishment.

In order to enhance the aesthetic appeal of this community by properly exercising its police power in accordance with the provisions of the Florida Home Rule Power Act, and recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further to preserve the quality of the environment which is a legitimate concern of the Village Commission, there is established a permanent Community Enhancement Board of the Village, it being understood that this Board and the powers and responsibilities granted it pursuant to this subchapter shall be in addition to any existing laws and remedies which presently exist or shall be enacted in the future.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

## § 32.11 - Composition.

There is hereby created the North Bay Village Community Enhancement Board which shall consist of five members who may reside at any location within the Village, or owners of businesses located within the confines, or designees of such business owners; all of whom shall serve for a period of two years concurrent with the regular scheduled election of the Commission as provided in Section 6.01 of the Charter.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

## § 32.12 - Qualifications.

The members of the Community Enhancement Board shall be appointed and shall be qualified electors of the Village or owners of businesses located within the confines of the Village, or designees of such business owners as defined in the Charter. Resident members of the Board shall also be and remain during their respective terms of office, residents of the Village.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

## § 32.13 - Terms; removal from office.

Members of the Board shall be appointed by the Village Commission, by a majority vote of the members present, concurrent with the regular scheduled election of the Commission; however, in order to maintain continuity, members shall serve until the new Board is appointed after the election. Any member may be removed from the office by the Commission upon majority vote of the Commission members present.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

## § 32.14 - Vacancies.

In the event that a vacancy shall occur on the Board by resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04)

§ 32.15 - Power and duties.

The Community Enhancement Board shall be charged with the following duties:

- (1) To continually study the needs of the entire Village for floral landscaping, including the entrances of the several islands and the median strips, including both privately owned and publicly owned property.
- (2) Determine the existence of alleged violations of law which adversely affect the aesthetics of the Village.
- (3) Entertain complaints from citizens regarding existence of conditions which are detrimental to the aesthetic values and quality of life of the Village.
- (4) To file a report of its activities with the Village Commission and the Village Manager, including the recommendations to the Commission for the beautification of the Village at least once per year.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 05-04, 3-15-05; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.16 - Officers.

The Community Enhancement Board shall annually, each by majority vote, elect one of its members as Chairman and one of its members as Vice-Chairman. The Chairman shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and the Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his stead. The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Manager as to the attendance of the meeting and submit the minutes of its meetings to the Village Manager monthly.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.17 - Meetings; quorum; voting period.

- (A) The Community Enhancement Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be publicly noticed to residents, homeowners, and property owners by publication on the Village bulletin boards. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.
- (B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.
- (C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

**ARTS, CULTURAL AND SPECIAL EVENTS BOARD****§ 32.60 - Arts, Cultural and Special Events Board.**

An Arts, Cultural and Special Events Board is hereby created which shall be composed of five members, appointed by the Village Commission to serve at the pleasure of the Commission without compensation. Each member shall be appointed by a majority vote of the Village Commission.

(Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

**§ 32.61 - Qualification of members.**

The members of the Arts, Cultural and Special Events Board shall be appointed and shall be qualified electors of the Village as defined in the Charter and shall also be and remain during their respective terms of office, residents of the Village.

(Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07)

**§ 32.62 - Terms; vacancies; removed from office.**

Members of the Board shall be appointed by the Village Commission for a term of two years. In the event that a vacancy shall occur on the Board by reason or resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.

Any member may be removed from the office by the Commission upon majority vote of the Commission.

(Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

**§ 32.63 - Officers.**

The Arts, Cultural and Special Events Board shall annually, each by majority vote, elect one of its members as Chairman and one of its members as Vice-Chairman. The Chairman shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his stead. The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own Secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Manager as to the attendance of the meeting and submit the minutes of its meetings to the Village Manager not later than two weeks after each meeting.

(Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

# Agenda Item 11A

## § 32.64 - Meetings; quorum; voting period.

- (A) The Arts, Cultural and Special Events Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be open to the public. All meetings shall be publicly noticed to residents, homeowners, and property owners in accordance with the current practice of the Village Clerk in noticing meetings of the Village Commission. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.
- (B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.
- (C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

(Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

## § 32.65 - Powers and duties.

- (A) The Arts, Cultural and Special Events Board shall be charged with the duty and responsibilities to act in an advisory capacity to the Village Commission and Village Manager in matters pertaining to the delivery of the following human services:
  - (1) Recreation and park planning activities.
  - (2) Program financing and services.
  - (3) Physical components of outdoor and indoor leisure, cultural and recreational activities to meet the needs of as many kinds of people as possible.
  - (4) Social services and other human resources program planning with special emphasis on the needs of residents of the Village.
  - (5) Cooperate with all other similar governmental agencies and all public or private organizations working for the same or similar objectives.
- (B) The Board shall submit to the Village Manager and through him or her to the Village Commission interim reports as to the performance of its duties and responsibilities as set forth above.

(Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)



## NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A MEETING ON **MARCH 12, 2019 AT 6:30 P.M.**, OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ORDINANCE, ON SECOND READING, AT PUBLIC HEARING:

- 1. AN ORDINANCE OF NORTH BAY VILLAGE FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT CODE; UPDATING SECTION NUMBERS, CORRECTING SECTION NUMBER REFERENCES; CORRECTING SCRIVENERS ERRORS; AMENDING SECTION 2.2, CLARIFYING DENSITIES AND ALLOWABLE USES; AMENDING SECTION 8.10, REVISING ALLOWABLE BUILDING HEIGHT IN THE RM-70 DISTRICT, CLARIFYING MULTIFAMILY DWELLINGS MAY ONLY BE BUILT IN CONJUNCTION WITH GROUND FLOOR COMMERCIAL USE, REMOVING MIXED USE STRUCTURES FROM THE LIST OF SPECIAL USES IN THE CG DISTRICT, REVISING REQUIRED SETBACKS IN THE CG DISTRICT, REVISING ALLOWABLE BUILDING HEIGHT IN THE CG DISTRICT, CLARIFYING ALLOWABLE NONRESIDENTIAL FLOOR AREA RATIO IN THE CG DISTRICT, REDUCING THE MINIMUM HOTEL SLEEPING UNIT SIZE, REMOVING REQUIREMENT FOR SPECIAL USE REVIEW IN THE BAY VIEW OVERLAY DISTRICT, ALLOWING GREATER HEIGHT WITH REVISED SETBACKS AND BONUS FEES IN THE BAY VIEW OVERLAY DISTRICT; CREATING NEW SECTION 8.12, ALLOWING BONUS HEIGHT ALLOCATION FOR ALL PROPERTIES IN THE RM-70 AND CG DISTRICTS, REVISING BONUS HEIGHT FEES, ALLOWING ALTERNATE SPENDING OPTIONS FOR COLLECTED BONUS HEIGHT FEES, REQUIRING PAYMENT OF BONUS HEIGHT FEES WITHIN 90 DAYS OF SITE PLAN APPROVAL; CREATING NEW SECTION 8.13, ALLOWING BONUS DENSITY ALLOCATION FOR ALL PROPERTIES IN THE RM-70 AND CG DISTRICTS, ADDING VOGEL PARK AS A DENSITY TRANSFER SENDING SITE, ALLOWING INCREASED BONUS DENSITY ALLOCATION IN THE CG DISTRICT; CREATING NEW SECTION 8.14, REQUIRING BAYFRONT PROPERTIES IN THE RM-70 AND CG DISTRICTS TO PROVIDE A PUBLIC ACCESS BAYWALK AND CONNECTIVE PUBLIC ACCESS FROM THE PUBLIC RIGHT OF WAY; AMENDING SECTION 9.3, REDUCING THE MULTIFAMILY PARKING REQUIREMENTS FOR ALL MULTIFAMILY PROPERTIES EXCEPT HARBOR ISLAND, REVISING HOTEL PARKING REQUIREMENTS; AMENDING SECTION 9.18, REQUIRING BAYFRONT PROPERTIES IN THE RM-70 AND CG DISTRICTS TO PROVIDE A PUBLIC ACCESS BAYWALK; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 32, ENTITLED "DEPARTMENTS AND BOARDS", BY DELETING SUBSECTION 32.60, ARTS, CULTURAL AND SPECIAL EVENTS BOARDS AND AMENDING SUBSECTION 32.10, COMMUNITY ENHANCEMENT BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.**
- 3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 32, ENTITLED "DEPARTMENTS AND BOARDS", BY RENAMING AND AMENDING SUBSECTION 32.67, YOUTH AND EDUCATION SERVICES BOARD AS "RESIDENT SERVICES BOARD" AND DELETING SUBSECTION 32.86, SPECIAL NEEDS ADVISORY BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.**
- 4. AN ORDINANCE OF NORTH BAY VILLAGE FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT CODE; AMENDING SECTION 8.11, ALLOWING SPECIAL USES WHICH THE VILLAGE COMMISSION FINDS APPROPRIATE FOR THE SUBJECT PROPERTY AND WILL NOT ADVERSELY AFFECT THE EXISTING ADJACENT USES OR THE USES PERMITTED IN THE EXISTING ZONING DISTRICT TO BE APPROVED ACCORDING TO THE USE EXCEPTION PROCESS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

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

GRACIELA MARIOT, INTERIM VILLAGE CLERK (February 13, 2019)



# Agenda Item 11B



## North Bay Village

Administrative Offices

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

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

### **MEMORANDUM**

North Bay Village

DATE: February 5, 2019

TO: Graciela Mariot  
Interim Village Clerk

FROM: Brent Latham  
Mayor

SUBJECT: Introduction of Ordinance

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

**AN ORDINANCE OF THE COMMISSION OF BAY VILLAGE, FLORIDA AMENDING CHAPTER 32, ENTITLED "DEPARTMENTS AND BOARDS", BY RENAMING AND AMENDING SUBSECTION 32.67, YOUTH AND EDUCATION SERVICES BOARD AS "RESIDENT SERVICES BOARD" AND DELETING SUBSECTION 32.86, SPECIAL NEEDS ADVISORY BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.**

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

BL:gm

# Agenda Item 11B

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 32, ENTITLED "DEPARTMENTS AND BOARDS", BY RENAMING AND AMENDING SECTION 32.67, YOUTH AND EDUCATION RESIDENT SERVICES BOARD AS "RESIDENT SERVICES BOARD" AND DELETING SECTION 32.86, SPECIAL NEEDS ADVISORY BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR BRENT LATHAM)

WHEREAS, Village Commission desires to establish a Resident Services Board; and

WHEREAS, Village Commission desires to rename the existing Youth and Education Resident Services Board as the new Resident Services Board; and

WHEREAS, the Resident Services Board will include the duties and responsibilities of the existing Youth and Education Resident Services Board along with additional duties.

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

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

**Section 2. Code Amendment.** Chapter 32, Section 32.67 through 32.99 of the North Bay Village Code of Ordinances, entitled "Departments and Boards" is hereby amended as follows:

~~YOUTH AND EDUCATION RESIDENT SERVICES BOARD~~  
**RESIDENT SERVICES BOARD**

~~§ 32.66 - Youth and Education Resident Services Board.~~

A ~~Youth and Education Resident Services Board~~ is hereby created which shall be composed of five members appointed by the Village Commission to serve at the pleasure of the Commission without compensation. Each member shall be appointed by a majority vote of the Village Commission.

**§ 32.67 - Qualification of members.**

The members of the ~~Youth and Education Resident Services Board~~ shall be appointed with one member having a professional background in education and shall be at least 15 years in age and shall also be and remain during their respective terms of office, residents of the Village.

# Agenda Item 11B

47 Minors between the ages of 15—17 must obtain parental consent and must be accompanied to  
48 the meeting by a parent.

49

50 **§ 32.68 - Terms; vacancies; removal from office.**

51

52 (A) Members of the Board shall be appointed by the Village Commission for a term of two  
53 years to coincide with the Village's general election. In the event that a vacancy shall  
54 occur on the Board by reason of resignation, removal, death, or for any other reason, a  
55 successor shall be appointed to fill the unexpired term for such member.

56 (B) Any member may be removed from the office by the Commission upon majority vote of  
57 the Commission.

58

59 **§ 32.69 - Officers.**

60

61 The ~~Youth and Education~~ Resident Services Board shall annually, each by majority vote, elect  
62 one of its members as Chairman and one of its members as Vice-Chairman. The Chairman shall  
63 chair the meetings of the Board, and shall be the representative of the Board to the Village  
64 Manager and Village Commission. In the case of the absence of the Chairman at any meetings,  
65 the Vice-Chairman shall act in his stead.

66

67 The Village Manager is directed and authorized to furnish, supply, and make available to  
68 the Board suitable and proper accommodations for the transactions of the business of  
69 the Board. The Board shall designate its own Secretary and the Secretary shall make and  
70 furnish minutes of the Board's meetings and shall report to the Village Manager as to the  
71 attendance of the meeting and submit the minutes of its meetings to the Village Manager no  
72 later than two weeks after each meeting.

73

74 **§ 32.70 - Meetings; quorum; voting period.**

75

76 (A) The ~~Youth and Education~~ Resident Services Board shall hold regular monthly  
77 meetings at such time and place as the Board may determine and may hold special  
78 meetings at any other time. All meetings shall be open to the public. All meetings  
79 shall be publicly noticed to residents, homeowners, and property owners in  
80 accordance with the current practice of the Village Clerk in noticing meetings of the  
81 Village Commission. In the event that the Chairperson shall fail to call a special  
82 meeting, upon request of any member of the Board, a special meeting shall be held  
83 upon written call of two other members of the Board mailed three days prior to the  
84 called meeting.

85 (B) All meetings of the Board shall be open to the public and three members shall  
86 constitute a quorum.

87 (C) A majority vote of the Board shall be required on all recommendations made to the  
88 Village Commission.

89

90 **§ 32.71 - Powers and duties.**

91

92 (A) The ~~Youth and Education~~ Resident Services Board shall be charged with the duty and  
93 responsibilities to act in an advisory capacity to the Village Commission and Village

# Agenda Item 11B

94 Manager in matters pertaining to the needs of the all residents including children  
95 and youth in the community to include:

- 96 (1) Organizing, coordinating and planning resident events and workshops on  
97 contemporary Subjects Coordinate collaborative efforts with community based  
98 organizations to provide and promote Village sponsored events.  
99 (2) Assist in the production of a Village periodical.  
100 (3) Recreation and park planning activities.  
101 ~~(4) Physical components of outdoor and indoor leisure, cultural and recreational~~  
102 ~~activities.~~  
103 (5) To advocate for the needs and involvement of the Village's children and youth in  
104 the community.  
105 (6) To promote the exchange of ideas and resources in order to better meet the needs  
106 of the children and youth in the Village.  
107 (7) To provide input and ideas as to educational programs and initiatives that affect the  
108 Village youth, including but not limited to the Treasure Island Elementary  
109 International Baccalaureate Program.  
110 (8) Promote the exchange of ideas and resources in order to better meet the needs of  
111 residents with special needs;  
112 (9) Provide input and information as to government and/or private agencies that  
113 provide services for residents with special needs.  
114

## 115 ~~SPECIAL NEEDS ADVISORY BOARD~~

### 116 ~~§ 32.86 — Created.~~

117  
118  
119 ~~A Special Needs Advisory Board (the "Board") is hereby created which shall be~~  
120 ~~composed of three members appointed by the Village Commission to serve at the~~  
121 ~~pleasure of the Commission. Each member shall be appointed by a majority vote of the~~  
122 ~~Village Commission.~~

### 123 ~~§ 32.87 — Purpose.~~

124  
125  
126 ~~The Board will act in an advisory capacity to provide the Village Commission, Village~~  
127 ~~Manager, and Village residents with information regarding matters pertaining to~~  
128 ~~the needs of community residents with functional impairments, disabilities, and other~~  
129 ~~such special needs, as well as seniors and children.~~

### 130 ~~§ 32.88 — Powers and duties.~~

131  
132  
133 ~~The powers and duties of the Board shall include the following:~~

- 134  
135 ~~(1) Promote the exchange of ideas and resources in order to better meet the needs of~~  
136 ~~residents with special needs;~~  
137  
138 ~~(2) Provide input and information as to government and/or private agencies that~~  
139 ~~provide services for residents with special needs.~~

# Agenda Item 11B

140 ~~§ 32.89 — Meetings; selections of officers.~~

141  
142 (A) ~~The Board shall hold quarterly meetings to carry out its purpose and duties, as~~  
143 ~~called by its Chairman or the Village Commission.~~

144 (B) ~~The Board shall annually, each by majority vote, elect a Chairman and a Vice-~~  
145 ~~Chairman from among its members. The Chairman shall chair meetings of the~~  
146 ~~Board, and shall be the representative of the Board to the Village Manager and~~  
147 ~~the Village Commission. In the case of the absence of the Chairman at any~~  
148 ~~meetings, the Vice-Chairman shall act in his or her stead. The Board shall~~  
149 ~~designate its own secretary, and the Secretary shall make and furnish minutes~~  
150 ~~of the Board's meetings and submit the minutes of its meetings to the Village~~  
151 ~~Manager monthly.~~

152  
153 ~~§ 32.90 — Terms; vacancies; removal.~~

154  
155 (A) ~~Members of the Board shall be appointed by the Village Commission for a term~~  
156 ~~of two years to coincide with the Village's general election; however, in order to~~  
157 ~~maintain continuity, members shall serve until the new board is appointed after~~  
158 ~~the election. In the event that a vacancy shall occur on the Board by reason of~~  
159 ~~resignation, removal, death, or for any other reason, a successor shall be~~  
160 ~~appointed to fill the unexpired term for such member.~~

161 (B) ~~The Village Commission shall have the authority to remove any member of the~~  
162 ~~Board for misconduct, or for more than three unexcused absences in any~~  
163 ~~calendar year.~~

164 (C) ~~Members of the Board have a responsibility to keep confidential information~~  
165 ~~confidential. If a member of the Board discloses confidential information, that~~  
166 ~~member is acting outside his/her scope of authority and could be removed from~~  
167 ~~the Board or be held personally liable for claims of defamation, invasion of~~  
168 ~~privacy, violations of statute, etc.~~

169  
170 ~~§ 32.91 — Sunset review.~~

171 ~~The Board shall have a Sunset Review by the Commission after one year from the date~~  
172 ~~that the ordinance from which [section 32.86](#) — 32.91 derived was adopted.~~

173  
174 **Section 3. Severability.** If any section, subsection, clause or provision of this Ordinance  
175 is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not  
176 be affected by such invalidity.

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

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

# Agenda Item 11B

184 **Section 6. Effective Date.** This Ordinance shall be effective upon final adoption on  
185 second reading.  
186

187 The foregoing Ordinance was offered by Commissioner Julianna Strout, who moved for  
188 its approval on first reading. This motion was seconded by Vice Mayor Marvin Wilmoth, and  
189 upon being put to a vote, the vote was as follows:  
190

191 **THE VOTES WERE AS FOLLOWS:**  
192

Mayor Brent Latham	<u>Yes</u>
Vice Mayor Marvin Wilmoth	<u>Yes</u>
Commissioner Jose R. Alvarez	<u>Yes</u>
Commissioner Julianna Strout	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>

193  
194 **APPROVED ON FIRST READING** during a regular session of the North Bay Village  
195 Commission Meeting this 28<sup>th</sup> day of February 2019.  
196

197 The foregoing Ordinance was offered by \_\_\_\_\_, who moved for its enactment.  
198 This motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as  
199 follows:  
200

201 **FINAL VOTE AT ADOPTION:**  
202

Mayor Brent Latham	_____
Vice Mayor Marvin Wilmoth	_____
Commissioner Jose R. Alvarez	_____
Commissioner Julianna Strout	_____
Commissioner Andreana Jackson	_____

203  
204 **PASS AND ADOPTED** this \_\_\_\_\_ day of March 2019.  
205

206  
207  
208  
209 \_\_\_\_\_  
210 Brent Latham, Mayor

211 **ATTEST:**  
212

213 \_\_\_\_\_  
214 Graciela Mariot, Interim Village Clerk  
215

216 **APPROVED AS TO FORM FOR THE USE OF**  
217 **NORTH BAY VILLAGE:**  
218

219 By: \_\_\_\_\_  
220 Daniel A. Espino  
221 North Bay Village Ordinance: Amending Section 32.60 of Village Code

## YOUTH AND EDUCATION SERVICES BOARD

## § 32.66 - Youth and Education Services Board.

A Youth and Education Services Board is hereby created which shall be composed of five members appointed by the Village Commission to serve at the pleasure of the Commission without compensation. Each member shall be appointed by a majority vote of the Village Commission.

(Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

## § 32.67 - Qualification of members.

The members of the Youth and Education Services Board shall be appointed with one member having a professional background in education and shall be at least 15 years in age and shall also be and remain during their respective terms of office, residents of the Village.

Minors between the ages of 15—17 must obtain parental consent and must be accompanied to the meeting by a parent.

(Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

## § 32.68 - Terms; vacancies; removal from office.

- (A) Members of the Board shall be appointed by the Village Commission for a term of two years to coincide with the Village's general election. In the event that a vacancy shall occur on the Board by reason of resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.
- (B) Any member may be removed from the office by the Commission upon majority vote of the Commission.

(Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

## § 32.69 - Officers.

The Youth and Education Services Board shall annually, each by majority vote, elect one of its members as Chairman and one of its members as Vice-Chairman. The Chairman shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his stead.

The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own Secretary and the Secretary shall make and furnish minutes of the Board's meetings and

# Agenda Item 11B

shall report to the Village Manager as to the attendance of the meeting and submit the minutes of its meetings to the Village Manager no later than two weeks after each meeting.

(Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

## § 32.70 - Meetings; quorum; voting period.

- (A) The Youth and Education Services Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be open to the public. All meetings shall be publicly noticed to residents, homeowners, and property owners in accordance with the current practice of the Village Clerk in noticing meetings of the Village Commission. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.
- (B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.
- (C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

(Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

## § 32.71 - Powers and duties.

- (A) The Youth and Education Services Board shall be charged with the duty and responsibilities to act in an advisory capacity to the Village Commission and Village Manager in matters pertaining to the needs of the children and youth in the community including:
  - (1) Recreation and park planning activities.
  - (2) Physical components of outdoor and indoor leisure, cultural and recreational activities.
  - (3) To advocate for the needs and involvement of the Village's children and youth in the community.
  - (4) To promote the exchange of ideas and resources in order to better meet the needs of the children and youth in the Village.
  - (5) To provide input and ideas as to educational programs and initiatives that affect the Village youth, including but not limited to the Treasure Island Elementary IB Program.

(Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)



## SPECIAL NEEDS ADVISORY BOARD

## § 32.86 - Created.

A Special Needs Advisory Board (the "Board") is hereby created which shall be composed of three members appointed by the Village Commission to serve at the pleasure of the Commission. Each member shall be appointed by a majority vote of the Village Commission.

(Ord. No. 2015-001, § 2, 1-13-15)

## § 32.87 - Purpose.

The Board will act in an advisory capacity to provide the Village Commission, Village Manager, and Village residents with information regarding matters pertaining to the needs of community residents with functional impairments, disabilities, and other such special needs, as well as seniors and children.

(Ord. No. 2015-001, § 2, 1-13-15)

## § 32.88 - Powers and duties.

The powers and duties of the Board shall include the following:

- (1) Promote the exchange of ideas and resources in order to better meet the needs of residents with special needs;
- (2) Provide input and information as to government and/or private agencies that provide services for residents with special needs.

(Ord. No. 2015-001, § 2, 1-13-15)

## § 32.89 - Meetings; selections of officers.

- (A) The Board shall hold quarterly meetings to carry out its purpose and duties, as called by its Chairman or the Village Commission.
- (B) The Board shall annually, each by majority vote, elect a Chairman and a Vice-Chairman from among its members. The Chairman shall chair meetings of the Board, and shall be the representative of the Board to the Village Manager and the Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his or her stead. The Board shall designate its own secretary, and the Secretary shall make and furnish minutes of the Board's meetings and submit the minutes of its meetings to the Village Manager monthly.

(Ord. No. 2015-001, § 2, 1-13-15)

# Agenda Item 11B

## § 32.90 - Terms; vacancies; removal.

- (A) Members of the Board shall be appointed by the Village Commission for a term of two years to coincide with the Village's general election; however, in order to maintain continuity, members shall serve until the new board is appointed after the election. In the event that a vacancy shall occur on the Board by reason of resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.
- (B) The Village Commission shall have the authority to remove any member of the Board for misconduct, or for more than three unexcused absences in any calendar year.
- (C) Members of the Board have a responsibility to keep confidential information confidential. If a member of the Board discloses confidential information, that member is acting outside his/her scope of authority and could be removed from the Board or be held personally liable for claims of defamation, invasion of privacy, violations of statute, etc.

(Ord. No. 2015-001, § 2, 1-13-15)

## § 32.91 - Sunset review.

The Board shall have a Sunset Review by the Commission after one year from the date that the ordinance from which section 32.86—32.91 derived was adopted.

(Ord. No. 2015-001, § 2, 1-13-15)



# Agenda Item 11C



## Staff Report

**To:** North Bay Village Commission  
**From:** James G. LaRue, AICP  
**Date:** February 20, 2019  
**Subject:** Use Exceptions

---

Within the regulations for each zoning district, there are permitted uses and specially permitted uses. Permitted uses are allowed by-right, and specially permitted uses must be reviewed by the Village Planning & Zoning Board and Village Commission. Ultimately, it is the decision of the Village Commission to approve the special use, deny the special use, or approve the special use with conditions. Existing North Bay Village Code Section 8.11 provides some standards for approval of special uses (use exceptions) and provides some additional special uses that may be approved. In order to provide the Village Commission with additional flexibility in approval of special uses, staff is recommending a revision to Section 8.11(B) that was reviewed and approved by the Planning & Zoning Board on January 22<sup>nd</sup>. This revision provides enough flexibility to allow a park or public amenity as a use exception, as long as compatibility standards are met.

### § 8.11 – Use exceptions

#### A. *Purpose and intent.*

In order to provide for adjustment in the relative locations of uses and buildings of the same or of different classifications; to promote the usefulness of these regulations as instruments for fact-finding, interpretation, application, and adjustment; and to supply the necessary flexibility to their efficient operation, use exceptions are permitted by these regulations.

#### B. *Use exceptions permitted.*

The Village Commission may permit the following buildings and uses as use exceptions, provided there are clear indications that such exceptions will not substantially affect adversely the uses permitted in these regulations of adjacent property.

1. Structural alterations to special uses, after these uses are approved by the Village Commission.
2. Other special uses as may be enumerated in specific zoning districts.
3. Assisted living facility or nursing facility.
4. Temporary sales/marketing office approval for no more than 12 months.
5. Farmers' market
6. Uses that provide a public benefit (parks, open space and other public amenities) that will not adversely affect the existing adjacent uses, the uses permitted in the zoning district of the subject property, or the uses permitted in the zoning district of the adjacent properties.

# Agenda Item 11C

C. Expiration of use exception.

After the Village Commission has approved a use exception, the use exception shall expire after two years, measured from the date of final Commission action, if no substantial construction or change of use has taken place in accordance with the plans for which the use exception was granted.

D. Reapplication for use exception.

No application for a use exception shall be filed less than one year after the date of disapproval by the Village Commission of an application for a use exception involving the same land or any portion thereof.

# Agenda Item 11C



## 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: February 6, 2019

TO: Graciela Mariot  
Interim Village Clerk

FROM: Brent Latham  
Mayor

SUBJECT: Introduction of Ordinance

---

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

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT CODE; AMENDING SECTION 8.11, ALLOWING SPECIAL USES WHICH THE VILLAGE COMMISSION FINDS APPROPRIATE FOR THE SUBJECT PROPERTY AND WILL NOT ADVERSELY AFFECT THE EXISTING ADJACENT USES OR THE USES PERMITTED IN THE EXISTING ZONING DISTRICT TO BE APPROVED ACCORDING TO THE USE EXCEPTION PROCESS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

BL:gm

# Agenda Item 11C

ORDINANCE NO. \_\_\_\_\_

1  
2  
3 **AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE FLORIDA,**  
4 **AMENDING THE UNIFIED LAND DEVELOPMENT CODE; AMENDING**  
5 **SECTION 8.11, ALLOWING SPECIAL USES WHICH THE VILLAGE**  
6 **COMMISSION FINDS APPROPRIATE FOR THE SUBJECT PROPERTY AND**  
7 **WILL NOT ADVERSELY AFFECT THE EXISTING ADJACENT USES OR THE**  
8 **USES PERMITTED IN THE EXISTING ZONING DISTRICT TO BE**  
9 **APPROVED ACCORDING TO THE USE EXCEPTION PROCESS; PROVIDING**  
10 **FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR**  
11 **CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

12  
13 **WHEREAS**, Florida Statute 166.01 authorizes cities to establish, coordinate and enforce  
14 zoning and development laws that are necessary for the protection of the public; and

15 **WHEREAS**, North Bay Village desires to update its Unified Land Development Code; and

16 **WHEREAS**, the North Bay Village Unified Land Development Code is intentionally modified  
17 to be relevant and to encourage development and redevelopment; and

18 **WHEREAS**, the North Bay Village Unified Land Development Code is wholly consistent with  
19 the Village's Comprehensive Plan and the Florida Community Planning Act; and

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

22 **Section 1. Recitals Adopted.** Each of the above stated recitals is true and correct  
23 and incorporated herein by this reference.

24 **Section 2. Village Code Amended.** North Bay Village Code of Ordinances is hereby  
25 revised according to attached Exhibit A.

26 **Section 3. Repeal.** All ordinances or parts of ordinances, resolutions or parts of  
27 resolutions in conflict herewith are repealed to the extent of such conflict.

28  
29 **Section 4. Severability.** The provisions of this Ordinance are declared to be non-  
30 severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be  
31 held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.  
32

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

38 **Section 6. Effective Date.** This Ordinance shall be effective immediately upon  
39 adoption on second reading.

# Agenda Item 11C

41 A motion to approve the foregoing Ordinance on first reading was offered on 28<sup>th</sup> day of February  
42 2019, by Commissioner Julianna Strout, seconded by Commissioner Jose Alvarez.

43 **The Votes were as follows:**

44  
Mayor Brent Latham Yes  
Vice Mayor Marvin Wilmoth Yes  
Commissioner Jose R. Alvarez Yes  
Commissioner Julianna Strout Yes  
Commissioner Andreana Jackson Yes

45  
46 A motion to approve the foregoing Ordinance on second reading was offered by  
47 \_\_\_\_\_, seconded by \_\_\_\_\_.

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**FINAL VOTES AT ADOPTION:**

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

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

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

60 **ATTEST:**

61  
62  
63 \_\_\_\_\_  
64 Graciela Mariot, Interim Village Clerk

65  
66 **APPROVED AS TO FORM FOR THE USE OF**  
67 **NORTH BAY VILLAGE:**

68  
69  
70  
71  
72 By: \_\_\_\_\_  
73 Daniel A. Espino

74 North Bay Village Ordinance: Amending Section 32.60 of Village Code





## NORTH BAY VILLAGE NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A MEETING ON **MARCH 12, 2019 AT 6:30 P.M.**, OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING ORDINANCE, ON SECOND READING, AT PUBLIC HEARING:

1. AN ORDINANCE OF NORTH BAY VILLAGE FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT CODE; UPDATING SECTION NUMBERS, CORRECTING SECTION NUMBER REFERENCES; CORRECTING SCRIVENERS ERRORS; AMENDING SECTION 2.2, CLARIFYING DENSITIES AND ALLOWABLE USES; AMENDING SECTION 8.10, REVISING ALLOWABLE BUILDING HEIGHT IN THE RM-70 DISTRICT, CLARIFYING MULTIFAMILY DWELLINGS MAY ONLY BE BUILT IN CONJUNCTION WITH GROUND FLOOR COMMERCIAL USE, REMOVING MIXED USE STRUCTURES FROM THE LIST OF SPECIAL USES IN THE CG DISTRICT, REVISING REQUIRED SETBACKS IN THE CG DISTRICT, REVISING ALLOWABLE BUILDING HEIGHT IN THE CG DISTRICT, CLARIFYING ALLOWABLE NONRESIDENTIAL FLOOR AREA RATIO IN THE CG DISTRICT, REDUCING THE MINIMUM HOTEL SLEEPING UNIT SIZE, REMOVING REQUIREMENT FOR SPECIAL USE REVIEW IN THE BAY VIEW OVERLAY DISTRICT, ALLOWING GREATER HEIGHT WITH REVISED SETBACKS AND BONUS FEES IN THE BAY VIEW OVERLAY DISTRICT; CREATING NEW SECTION 8.12, ALLOWING BONUS HEIGHT ALLOCATION FOR ALL PROPERTIES IN THE RM-70 AND CG DISTRICTS, REVISING BONUS HEIGHT FEES, ALLOWING ALTERNATE SPENDING OPTIONS FOR COLLECTED BONUS HEIGHT FEES, REQUIRING PAYMENT OF BONUS HEIGHT FEES WITHIN 90 DAYS OF SITE PLAN APPROVAL; CREATING NEW SECTION 8.13, ALLOWING BONUS DENSITY ALLOCATION FOR ALL PROPERTIES IN THE RM-70 AND CG DISTRICTS, ADDING VOGEL PARK AS A DENSITY TRANSFER SENDING SITE, ALLOWING INCREASED BONUS DENSITY ALLOCATION IN THE CG DISTRICT; CREATING NEW SECTION 8.14, REQUIRING BAYFRONT PROPERTIES IN THE RM-70 AND CG DISTRICTS TO PROVIDE A PUBLIC ACCESS BAYWALK AND CONNECTIVE PUBLIC ACCESS FROM THE PUBLIC RIGHT OF WAY; AMENDING SECTION 9.3, REDUCING THE MULTIFAMILY PARKING REQUIREMENTS FOR ALL MULTIFAMILY PROPERTIES EXCEPT HARBOR ISLAND, REVISING HOTEL PARKING REQUIREMENTS; AMENDING SECTION 9.18, REQUIRING BAYFRONT PROPERTIES IN THE RM-70 AND CG DISTRICTS TO PROVIDE A PUBLIC ACCESS BAYWALK; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.
2. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 32, ENTITLED "DEPARTMENTS AND BOARDS", BY DELETING SUBSECTION 32.60, ARTS, CULTURAL AND SPECIAL EVENTS BOARDS AND AMENDING SUBSECTION 32.10, COMMUNITY ENHANCEMENT BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.
3. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 32, ENTITLED "DEPARTMENTS AND BOARDS", BY RENAMING AND AMENDING SUBSECTION 32.67, YOUTH AND EDUCATION SERVICES BOARD AS "RESIDENT SERVICES BOARD" AND DELETING SUBSECTION 32.86, SPECIAL NEEDS ADVISORY BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE.
4. AN ORDINANCE OF NORTH BAY VILLAGE FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT CODE; AMENDING SECTION 8.11, ALLOWING SPECIAL USES WHICH THE VILLAGE COMMISSION FINDS APPROPRIATE FOR THE SUBJECT PROPERTY AND WILL NOT ADVERSELY AFFECT THE EXISTING ADJACENT USES OR THE USES PERMITTED IN THE EXISTING ZONING DISTRICT TO BE APPROVED ACCORDING TO THE USE EXCEPTION PROCESS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

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

GRACIELA MARIOT, INTERIM VILLAGE CLERK (February 13, 2019)



## 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](http://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. 19-01 Water Meter Replacement 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. 19-01 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 March 4, 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. 19-01

Water Meter Replacement Program  
Additional Construction Phase Services

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 Contactor’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 March 4, 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.”

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 two hundred fifty (250) 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 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 March 4, 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

for the CONSULTANT to continue providing Construction Phase Services through the extended contract completion date of March 4, 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**

## **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.

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.

### **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 March 4, 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.

**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 Meter Replacement Program Management .....	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>





## 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 \$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



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

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

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

**FINAL VOTE AT ADOPTION:**

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

**PASSED 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:**

\_\_\_\_\_  
Daniel A. Espino  
Interim Village Attorney

# 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.

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#### **RECOMMENDATION:**

It is recommended that the Village Commission approve the attached Resolution approving a Project Agreement for Work Authorization No. 19-02 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 March 15, 2019.

#### **FINANCIAL IMPACT:**

Per the attached Project Agreement, the total cost is a lump sum of \$54,000.00.

#### **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

# Agenda Item 12B

## 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 has been extended through February 6, 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."

# Agenda Item 12B

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.

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## **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 \$54,000.00. 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.



# Agenda Item 12B

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

## **SECTION 6. TERMINATION/SUSPENSION**

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

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

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

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

# Agenda Item 12B

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

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

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

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

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

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

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

# Agenda Item 12B

## 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.

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# Agenda Item 12B

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

**ATTEST:**

**NORTH BAY VILLAGE**

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

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

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

**APPROVED AS TO FORM:**

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

**ATTEST:**

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

\_\_\_\_\_  
Secretary

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

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

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

(CORPORATE SEAL)

WITNESSES:

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

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

# Agenda Item 12B

## 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 February 6, 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 February 6, 2019. As indicated below, the additional Construction

# Agenda Item 12B

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**

# Agenda Item 12B

## 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.

# Agenda Item 12B

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

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

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

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

## **Task 6 - Contract Clarification**

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

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

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

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



# Agenda Item 12B

## **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 February 6, 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.

# Agenda Item 12B

## Exhibit “3”

### Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of \$54,000.00. 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.....	\$12,000.00
2	Water Main Rehabilitation Program Evaluation .....	NA
3	Public Involvement Assistance .....	\$7,500.00
4	Resident Project Representative (RPR) .....	\$27,000.00
5	Shop Drawing Review .....	NA
6	Contract Clarification.....	\$3,000.00
7	Review of Pay Applications.....	\$3,600.00
8	Coordination with SRF Program .....	\$900.00
9	Project Certification and Close-out.....	NA
<b>TOTAL LUM SUM FEE.....</b>		<b>\$54,000.00</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 \$54,000.00; 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

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. 19-02) TO  
6 CONTINUE PROVIDING CONSTRUCTION PHASE SERVICES FOR THE  
7 WATER MAIN REHABILITATION PROGRAM AT A LUMP SUM OF  
8 \$54,000.00; 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 February 6, 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 \$54,000.00.  
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 \$54,000.00 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