

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the board shall be barred from further appearance before the board by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Village Clerk prior to engaging in lobbying activities per Village Code Sec. 38-17. "Lobbyist" specifically includes the principal, as well as any agent, officer or employee of a principal, regardless of whether the lobbying activities fall within the normal scope of employment of the agent, officer or employee. The term "lobbyist" specifically excludes the following persons: lobbyists hired by the Village who are communication with Village personnel in the course of performing under their contracts; attorneys or other representatives retained to represent individuals and corporate entities in quasi-judicial proceedings where the law prohibits ex-parte communications; expert witnesses who only provide scientific, technical or other specialized information or testimony at public meetings; employees of the principal who do not engage in lobbying activities and representatives of non-profit organizations who only appear at publicly noticed meetings, without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support or opposition to any item.

1. Opening Items

- A. Call to Order
- **B.** Invocation
- C. Pledge of Allegiance
- D. Roll Call

2. A. Proclamations and Awards

- i. Retirement Recognition for Officer Lisa Gittner
- ii. Little Lighthouse Proclamation

B. Citizen Presentations to Commission

- i. The No Room for Hate Treasure Island Elementary School Choir
- ii. Legislative Report from State Senator Jason Pizzo
- iii. Legislative Report from State Representative Michael Grieco
- iv. Lobbyist Report from North Bay Village Lobbyist Ron Book

C. Additions and Deletions (Order of Business)

- 3. Good & Welfare (Open Forum)
- 4. Village Commission's Report

5. Grant Writer's Report

6. Advisory Board Reports

- A. Appointment to Sustainability and Resiliency Task Force
- **B. Animal Control Advisory Board** i. Board Chair Cecilia Veloz
- C. Business Development Advisory Board i. Board Chair Timothy Dennis
- D. Citizens Budget & Oversight Board i. Board Chair Jack Rattner
- E. Community Enhancement Board i. Board Chair Dale Penn
- **F. Planning & Zoning Board** i. Board Chair Bud Farrey
- **G. Resident Service Board** i. Board Chair Indira Dejtiar
- H. Sustainability and Resiliency Task Force i. Task Force Chair Denise O'Brien
- 7. Village Attorney's Report
- 8. Village Manager's Report
- **9. Consent Agenda:** (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be adopted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.)
 - A. Accepting a Fiscal Year 2018 Edward Byrne Memorial Justice Assistance Grant (Jag) Direct Allocation in the Amount of \$1,041.00

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE NORTH BAY VILLAGE, FLORIDA, ACCEPTING A FISCAL YEAR 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) DIRECT ALLOCATION IN THE AMOUNT OF \$1.041.00; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Restaurant of the Month

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE MAYOR'S RESTAURANT OF THE MONTH PROMOTION CAMPAIGN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE C. Approving the Miami Foundation Public Space Challenge Submittal

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE VILLAGE'S PROJECT SUBMITTAL TO THE MIAMI FOUNDATION'S PUBLIC SPACE CHALLENGE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

- D. Baywalk South Project Costs and Project Management
- E. License Plate Reader Camera System
- **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. Unified Land Development Code Revisions to Fence Standards

AN ORDINANCE OF NORTH BAY VILLAGE FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT CODE; AMENDING SECTION 8.16(F); CLARIFYING THAT FENCES ON CORNER LOTS SHALL NOT EXCEED 5 FEET IN HEIGHT IN BOTH YARDS WITH STREET FRONTAGE, SETTING A MINIMUM WIDTH FOR REQUIRED LANDSCAPING; ALLOWING FOR GOVERNMENT USES TO CONSTRUCT SAFE AND COMPATIBLE FENCES, WALLS AND HEDGES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Business Tax Receipts

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XI, CHAPTER 110, ENTITLED "GENERAL LICENSING AND OTHER PROVISIONS," OF THE VILLAGE CODE OF ORDINANCES BY UPDATING THE BUSINESS TAX RECEIPT ISSUANCE PROCESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

C. Commission Meeting and Agenda Procedures

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, UPDATING AND RESTATING PROCEDURES AND STANDARDS FOR COMMISSION MEETINGS AND AGENDA ITEMS AND NOTICES RELATED THERETO; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE **D.** Invasive Species

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCE BY THE CREATION OF SECTION 100.03, "PROHIBITED VEGETATION"; PROHIBITING THE PLANTING OF INVASIVE PLANT SPECIES; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

E. Hiring of new Public Works Director, Jose Olivo, P.E.

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF JOSE OLIVO, PE, AS THE PUBLIC WORKS DIRECTOR PURSUANT TO SECTION 4.01 OF THE VILLAGE CHARTER; AND PROVIDING AN EFFECTIVE DATE.

F. Resolution Authorizing Funding for a Master Plan and LDR Update

RESOLUTION OF THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO ALLOCATE \$200,000 FROM AVAILABLE FISCAL YEAR 2019 AND FISCAL YEAR 2020 UNRESERVED FUND BALANCE; SETTING AN EFFECTIVE DATE.

11. Public Hearings Including Ordinance(s) for Second Reading

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.

A. Establishing a Moratorium for a Period of One Hundred Eighty (180) Days from the Effective Date of this Ordinance on the Acceptance of Applications for Administrative Review, Site Plan Approval, and Building Permits for the Use of Land for New Public Self Storage Facilities

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

B. Mitigation Process for Code Enforcement Fines

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XV, CHAPTER 153, ENTITLED "CODE ENFORCEMENT," OF THE VILLAGE CODE OF ORDINANCES BY CLARIFYING THE MITIGATION PROCESS FOR CODE ENFORCEMENT FINES, THE ROLE OF THE VILLAGE ATTORNEY, THE ENFORCEMENT OF LIENS AND COMPLIANCE WITH THE VILLAGE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Planning and Zoning Board Composition

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE IV, CHAPTER 32, ENTITLED "DEPARTMENTS AND BOARDS," OF THE VILLAGE CODE OF ORDINANCES, AND CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," BY MODIFYING THE COMPOSITION OF THE PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- 12. Unfinished Business
 - A. Verbal Update on Charter Positions
- 13. New Business
 - A. Potential Dog Park at Sakura Site
 - **B. Short Term Vacation Rentals**
 - C. Freebee Passenger Shuttle
 - D. Noriega v. North Bay Village
- 14. Approval of Minutes
 - A. March 12, 2019 Regular Village Commission Meeting
 - B. April 16, 2019 Village Commission Workshop Meeting

15. Adjournment

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT 305-756-7171 EXT. 45 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY VILLAGE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE VILLAGE CLERK, NORTH BAY VILLAGE, 1666 KENNEDY CAUSEWAY. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171 EXT 45. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT www.nbvillage.com.

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).



Proclamation

Whereas, The Little Lighthouse Foundation and its volunteers continue to create programs benefiting underserved children and their families across South Florida; and

Whereas, as a local 501(c)(3) nonprofit organization, The Little Lighthouse Foundation ("LLF") has over 350+ annual volunteer programs; and

Whereas, volunteers have totaled over 4,000 donated hours supporting LLF programs and initiatives; and

Whereas, The Little Lighthouse Foundation ("LLF") hosted its Annual Children's Halloween Parade and Party at Treasure Island Elementary School; and

Whereas, on behalf of the Commission of North Bay Village, we are proud to recognize The Little Lighthouse Foundation for their significant impact on the North Bay Village community;

Now, therefore, *I*, *Brent Latham, Mayor of North Bay Village, proclaim Tuesday,* May 14, 2019, as The Little Lighthouse Foundation Day and call upon government officials, educators, volunteers, and citizens to reach out to young people and work to create a better, brighter, and more hopeful future for all.

In witness thereof, I have here unto set my hand this 14th day of May, 2019.

Brent Latham, Village Mayor

Elora Riera, CMC, Village Clerk



(786) 232 -0771 (888) 778 -5930 info@belltowergroup.org www.belltowergroup.org ⊕

To: From: Date Submitted: Reporting Period:

North Bay Village Mayor & Village Commission LaKeesha Morris-Moreau, MSW, GPC May 2, 2019 April 1-30, 2019

Grants Submitted this Reporting Period:

1. Florida Department of Environmental Protection – Nonpoint Source Grant

- a. Date Submitted: April 30, 2019
- b. Amount Requested: \$150,000
- **c. Match:** \$40,000
- **d.** Summary of RFP: Funding was requested to improve stormwater management through green infrastructure at Vogel Park. The project incorporates cost effective elements such two (2) 200 gallon rain barrels for harvesting rainwater for irrigation, and a rain garden/bio retention swale with salt-tolerant vegetation and trees to treat rain water, attract butterflies, and reduce greenhouse gasses. Finally, the current artificial playground flooring (approximately 2,000 sq. ft) will be removed and replaced with pervious safety surface made from recycled tires to meet playground safety requirements and infiltrate water

Grants "Under Construction"

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

1. Florida Department of Economic Opportunity – Technical Assistance Grant

- a. Date Due: May 13, 2019
- **b. Amount Available:** Generally \$25,000
- c. Match Requirement: Amount above award
- **d. Summary of RFP:** Funding is available to develop innovative planning and development strategies to promote a diverse economy, vibrant rural and suburban areas and meet the requirements of the Community Planning Act, while protecting environmentally sensitive areas. The grants can also be used for disaster recovery or resiliency planning and economic development by communities impacted by Hurricanes Irma and Michael. *The Village is considering applying for funding to develop a Sustainability Plan.*



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Grant Updates

This quarter BellTower assisted with the following post-award grant activities.

- Completed quarterly grant reports
- Renegotiated DEP Grant to extend timeline to complete the project, and remove monitoring requirements at a savings to the Village
- Provided follow-up documentation for Byrne Grants supporting the Police Department
- Facilitated execution of awarded grant contracts



ANIMAL CONTROL ADVISORY BOARD

ADVISORY BOARD REQUEST FOR ACTION MEMORANDUM

At the Animal Control Advisory Board meeting held on Thursday, April 4th, 2019, the Board would like to propose the following recommendations to the Village Commission:

1. The Board is proposing that the Commission eliminate a type of dog waste bag found in the stations throughout the Village that has an additional, unnecessary piece of clear plastic that can break off and could be carried to the ocean. Additionally, the Village should only use one type of bag to be more cost-effective. The Board also proposes that this bag be biodegradable.



BUSINESS DEVELOPMENT ADVISORY BOARD

ADVISORY BOARD REQUEST FOR ACTION MEMORANDUM

At the Business Development Advisory Board meeting held on April 22, 2019, the Board would like to propose the following recommendations to the Village Commission:

- 1. Presentation and approval of SUP event
- 2. Review and comment on survey to be sent to business owners and residents



COMMUNITY ENHANCEMENT BOARD MEETING

ADVISORY BOARD REQUEST FOR ACTION MEMORANDUM

At the May 1, 2019 Board meeting held on 1666 Kennedy Causeway, #101, North Bay Village, FL 33141, the Board would like to propose the following recommendations to the Village Commission:

- 1. Request that the NBV Commission encourage the developer of the City New Charrette to include Carlos Serra donation of a bronze sculpture to be place on a concrete base laying in the water, right next to channel 7, and visible from the adjacent bridge.
- 2. Request that the NBV Commission encourage the developer of the Village New Charrette to include the display of artistic pieces in public and private places.



SUSTAINABILITY AND RESILIENCY TASK FORCE

ADVISORY BOARD REQUEST FOR ACTION MEMORANDUM

At the SRTF meeting held on April 23, 2019, the Task Force would like to propose the following recommendations to the Village Commission:

1. Adoption of SRTF Work Plan 2019 to be SENT TO COMMISSION for ADOPTION/APPROVAL. Motion made by Rachel Streitfeld and Seconded by Denise O'Brien. Passed 4/0

NBV Sustainability and Resiliency Task Force

Work Plan 2019

Mission Statement:

Provide technical assistance and advice to the North Bay Village Commission for mitigation and adaptation measures to respond to global warming climate change (Resolution #2019-011, section2)

I- Undertaking Analysis

City Planning

Review current status of transportation, infrastructure, and capital improvement plans to determine the gaps in planning for projected sea level rise in Southeast Florida.

Review policies and capital plans related to integrated sustainability and climate preparedness, to evaluate if they provide for needed improvements related to resilience to coastal flooding, sea level rise, and other climate-related vulnerabilities.

Review of land ownership and property rights

Identify areas deemed most vulnerable to sea level rise and other climate change impacts (including, but not limited to, extreme high tides, heavy local rain events, and storm surge) and prioritize funding and adaptation planning. Such areas may include:

• Areas below, at, or near mean higher high water; areas with a hydrological connection to coastal waters; areas designated as evacuation zones for storm surge; other areas impacted by climate-related drainage and/or flood control issues.

Ecosystem based initiatives

Assess and prioritize projects to maximize the benefits of natural systems, including environmental restoration, natural sea walls (mangroves, sea grass etc.), natural resource conservation, recreational open space as well as stormwater retention areas, CO2 captivation (trees, sea grass).

Infrastructure

Asses where targeted infrastructure improvements, new infrastructure, modified land use, and/or development practices could reduce vulnerability and/or improve community resilience.

Identify, and prioritize preferred climate adaptation improvement projects pertaining to water supply, wastewater systems, stormwater management, and flood protection/storm surge for inclusion in capital improvement plans.

Asses if combined surface and groundwater impacts have been integrated into the evaluation of at-risk infrastructure and the prioritization of adaptation improvements.

Evaluate appropriate road repaying materials and technologies to explore best practice for flood storm surge protection, including use of porous materials to allow water to flow off the roadways faster.

Review energy and fuel use in commercial, multifamily, single family dueling in order to promote renewables policies and alternative energy technology, advance energy efficiency and conservation.

Appraise current planning for networks of bicycle, pedestrian and water based facilities (motorized and non-motorized) that connect people to various destinations and provide recreational opportunities.

Review city waste management (waste reduction, recycling, collection of organic materials), sewer system and water waste water treatment. Analyze marine flows of garbage and pollution which impact NBV (both local and originating from other municipalities).

Zoning and land development

Evaluate if appropriate strategies are in place to reduce risk and economic losses associated with sea level rise and flooding and if these have been incorporated into comprehensive plans, post-disaster redevelopment plans, and land development regulations.

Review zoning cade and land development regulations to require vulnerability reduction measures (e.g., additional hardening, higher floor elevations, and the incorporation of natural infrastructure) for increased resilience of all new construction, redevelopment, and infrastructure.

Disaster management

Review city plans for disaster preparedness, evacuation and reconstruction.

Municipal Government Environmental Footprint

Evaluate NBV municipal government activities to identify areas where new/different technological solutions are available to mitigate environmental impact. These include among others, greenhouse gas emission inventory, fuel efficiency alternative fuel use by city vehicles, use of paper, green purchasing, heating and cooling.

Identify Experts

Identify available outside consulting resources that could support the work the Task Force and planning processes of the Village related to sustainability and resilience. This would include resources from city, county, state and national groups to outside consultants. The objective is to identify specialists that have been working on this issue for years and will have recommended approaches to dealing with sea level rise, bay health and erosion, among others.

II- Public Awareness Raising for Climate Change and Sea Rise Threats to NBV

- Utilize technical workshops and collaborative design charrettes, such as the Compact's Resilient Redesign, to help develop adaptation strategies, including those focused on living with the water. Include case studies of green (e.g., natural stormwater retention) and grey (e.g., road elevation) solutions that provide information on planning, design, construction, and communication experiences.
- Organize targeted advocacy around zoning/planning review timelines for plan amendments to include the unified sea level rise projections.
- Provide NBV residents with tool kits for adaptation options for High-rise Multi-family, low single family, commercial
- Develop schemes for the promotion of water conservation reuse
- Create a sustainability award for citizen and/or business
- Create recycling reward program

• Promote water conservation, composting program, use of alternative energy, expanse of green canopy.

III- Developing and Adopting Planning Policies

Recommend North Bay Village support the Southeast Florida Regional Climate Change Compact and consider implementing the regional climate change action plan in whole or parts as appropriate. This would include adopting the Unified See Level Rise Projections in the city's planning processes as appropriate.

Develop a strategy based on the results of the analytical exercise.

IV- Pursuing Outside Funding

Identify partnerships and funding sources for the analytical work of the TF. Further funding efforts to be based on strategy developed under point III.

ITEM NO. 6A



North Bay Village Recommendation Memorandum

May 14, 2019
Honorable Mayor, Vice Mayor and Members of the Village Commission
Elora Riera, CMC, Village Clerk
Elora Riera, CMC, Village Clerk

SUBJECT: Appointment to Sustainability and Resiliency Task Force

<u>REQUEST</u>

To make appointments to the Sustainability and Resiliency Task Force as per Section 4(a) outlined in the Code.

BACKGROUND AND ANALYSIS

Per Section 4. Membership, appointment, staggered terms and removal.

(a) The Task Force shall consist of eleven (11) members appointed by the Commission, including a non-voting member of the Village Commission who shall serve as a liaison to the Commission. Task Force members shall serve without compensation. At least six (6) members shall be residents of North Bay Village. The membership as a whole shall reflect a broad range of opinion, experience, socio-economic levels races, ages, and expertise with the objective of implementing the Plan. Members should have reputations for integrity and community service and have demonstrated an interest in a field or activity related to global warming climate change.

Per the above, there are currently 2 resident vacancies open and 3 vacancies in which one does not need to be a resident.

FINANCIAL IMPACT

None.

BUGETARY IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.

RECOMMENDATION

To make appointments to the Sustainability and Resiliency Task Force as per Section 4(a) outlined in the Code.

Elora Riera

From:	Please Do Not Click Reply <support@govoffice.com></support@govoffice.com>
Sent:	Wednesday, April 24, 2019 9:59 AM
То:	Elora Riera
Subject:	Sustainability and Resiliency Task Force Application (NBVSRT) Resident Form (form) has been filled out on your site.

Your Site has received new information through a form.

Form: Sustainability and Resiliency Task Force Application (NBVSRT) Resident Form Site URL: <u>https://urldefense.proofpoint.com/v2/url?u=http-</u> <u>3A www.nbvillage.com&d=DwICAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-</u> <u>v5A CdpgnVfiiMM&r=DG2365IIK pgcIEhMKPk2GS5 X2LoiECoxZ4I4H1dQY&m=KLQDxGxAW30i-</u>

jQEjUGY053ypXxGIF4ouEHgZ0F s2g&s=TMDIuZzfDEN9OugPPZkN7t6QwNely7zlwIOVxXXtOqU&e=

Please pick a form:

Resident

Name: Sophie Lebowitz

Address: 7900 harbor Island Dr, #A504, north bay village FL 33141 Home Phone: 516-330-2181

Email: Sophielebowitzrealtor@gmail.com

Employer: Independent contractor

Occupation: Realtor

Business Address: 11010 N Kendall dr suite 100 miami Business Phone: 305-423-9641 Business Email: <u>Sophielebowitzrealtor@gmail.com</u> Why do you want to serve on the Sustainability and Resiliency Task Force?: Interest in sustainability and awareness Do you have any experience with community revitalization? If yes, please explain:: I was a master gardener volunteer in NY and involved with garden demo on native plants plants. I was co-chair of the pollinator garden. Our cooperative extraction was involved in local projects within the county in native garden planting.

Have you ever served on a Task Force? If yes, please provide date and name of Task Force or board: No What contributions could you make to the Task Force process? _: My time and knowledge.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.:

Accept

Do Not Click Reply - This e-mail has been generated from a super form.

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Elora Riera

From:	Please Do Not Click Reply <support@govoffice.com></support@govoffice.com>
Sent:	Wednesday, April 24, 2019 8:50 PM
То:	Elora Riera
Subject:	Sustainability and Resiliency Task Force Application (NBVSRT) Resident Form (form) has been filled out on your site.

Your Site has received new information through a form.

Form: Sustainability and Resiliency Task Force Application (NBVSRT) Resident Form Site URL: <u>https://urldefense.proofpoint.com/v2/url?u=http-</u> <u>3A www.nbvillage.com&d=DwICAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-</u> <u>v5A CdpgnVfiiMM&r=DG2365llK pgclEhMKPk2GS5 X2LoiECoxZ4l4H1dQY&m=Huejz5Me12JViVWqQPeRki7N</u> 4BO97BnOe1Q4s0XanmA&s=LhrY3PrOKajtwDSnCV4xzOxqXCRoocb-D9c6 L Ktgo&e=

Please pick a form: Resident Name: Ryan Steckbeck Address: 7931 East Drive Apt 301 Home Phone: 6155560593 Email: <u>Ryansteckbeck@outlook.com</u>

Employer: Argo Al

Occupation: Autonomous Vehicle Test Specialist Business Address: 2052 NW Miami Ct Miami Fl Business Phone: 6155560593 Business Email: <u>Rsteckbeck vo@xargo.ai</u> Why do you want to serve on the Sustainability and Resiliency Task Force?: I would like to contribute to the progress and sustainability of the island and the community where I live.

Do you have any experience with community revitalization? If yes, please explain:: Yes, I was the founder of an initiative in Ecaudor called the Machala Limpia Foundation and The Foundation for the Evolution of Social Integration. We educated the community on health issues caused by their bad habit of throwing trash in the street, organized with the municipal government to create infrastructure and coordinated with school to educate children to teach their parents to more rapidly reach our target cleanup goals.

Have you ever served on a Task Force? If yes, please provide date and name of Task Force or board: No. What contributions could you make to the Task Force process? _: Whatever may be needed as I am unfamiliar with municipal obligations.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.:

Accept

Do Not Click Reply - This e-mail has been generated from a super form.

From:	Please Do Not Click Reply
To:	Elora Riera
Subject:	Sustainability and Resiliency Task Force Application (NBVSRT) Resident Form (form) has been filled out on your site.
Date:	Tuesday, May 07, 2019 3:21:54 PM

Your Site has received new information through a form.

Form: Sustainability and Resiliency Task Force Application (NBVSRT) Resident Form

Site URL: https://urldefense.proofpoint.com/v2/url?u=http-

3A_www.nbvillage.com&d=DwICAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-

v5A_CdpgnVfiiMM&r=DG2365llK_pgcIEhMKPk2GS5_X2LoiECoxZ4l4H1dQY&m=E1dpkBYVVkx_7MAMj-XemWVcaGVeE3vhSDTlV6WeIqQ&s=Y2eOZLWc8upIlloJynSH_D0CSB9u74xr7mFo4O5cQh4&e=

Please pick a form:

Resident

Name: Andres Berroa Address: 7710 Beach View Drive

Home Phone: 7863299175

Email: Andres.berroa@gmail.com

Employer: Benefit Solutions Of America

Occupation: Investment Advisor

Business Address: 7710 Beach View Drive

Business Phone: 7863299175

Business Email: Andres.berroa@gmail.com

Why do you want to serve on the Sustainability and Resiliency Task Force?: I want to serve on the sustainability and resiliency task force in order to assist the village with implementing climate change strategies .

Do you have any experience with community revitalization? If yes, please explain:: No

Have you ever served on a Task Force? If yes, please provide date and name of Task Force or board: No

What contributions could you make to the Task Force process? _: I believe I can contribute with my ideas on how to prepare the village To deal with the impact of climate change .

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.:

Accept

Do Not Click Reply - This e-mail has been generated from a super form.



				Status	
Project	Funding Source	Description & Project Update	Completed	In Progress	Future Project
May 14, 2019 Commission Meeting Update					
Water Main Rehabilitation Project Contractor: ROHL Networks, LP Project Cost: \$3,840,372.40 Amount Billed To-date: \$2,896,491.09 Completion Date: 5/14/19	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, pressure testing and bacteriological testing of the new water main system on Treasure Island is substantially complete. As-built drawings have been submitted, reviewed, and returned for activation in April 2019. Once activated, the process of converting from the old water main system will be abandoned. Public information such as schedule updates and potential impacts associated with system activation and system conversion has been coordinated with the Village and will be provided to the community prior to starting that work. A similar installation and scheduled for completion May 2019. Project completion included site restoration throughout all impacted areas.		>	
Water Meter Replacement Project Contractor: Metro Express, Inc. Project Cost: \$3,215,410.00 Amount Billed To-date: \$1,079,113.22 Completion Date: 6/2/19 5 aba	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. 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 as discussed above. 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.		>	

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	Eunding			Status	
Project	Source	Description & Project Update	Completed	In Progress	Future Project
Sanitary Sewer Rehabilitation Project Contractor: Insituform Technologies, LLC Project Cost: \$2,375,375.00 Amount Billed To-date: \$2,175,616.58 Completion Date: Substantially Complete	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 has completed all proposed work and is moving forward with final As-built documentation and invoicing for project close out. Additional system evaluation and alternative testing methods will be required to identify any remaining INI for full compliance with Miami-Dade County criteria. Miami-Dade County accepted the Village's 2018 Sanitary Sewer Evaluation Study (SSES) submitted last year.		>	
 Stormwater Outfall Rehabilitation Project Contractor: Ric-Man, Inc. Project Cost: \$821,400.00 Amount Billed To-date: \$383,716.00 Completion Date: Summer 2019 * Florida DEP \$225K (Legislative Appropriation) Florida DEP \$150K + NBV Match \$1:\$1 South Florida Water Management District (SFWMD) \$150K + NBV Match \$1:\$1 	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. The Contractor has provided shop drawings for additional work including rehabilitation of a 54" outfall pipe on West Drive and new stormwater catch basins on South Treasure Drive. The catch basin modifications will improve stormwater quality prior to discharging into the bay. Completion of the new water main on South Treasure Drive. The Village is currently coordinating a revised contract extension date with FDEP. It is anticipated that the extension will be through the summer of 2019. Project completion will include site restoration throughout all impacted areas.	🗸 (Phase 1)	>	
Wastewater Pump Station Improvements Consultant: Kimley-Horn and Associates, Inc. Professional Services Fee: \$228,900 mount Billed To-date: \$53,185.00 Design Completion: November 2019	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		>	

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SITION	Harbor Island

	<u> Eurolina</u>			Status	
Project	Source	Description & Project Update	Completed	In Progress	Future Project
		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, 60% design, preliminary permitting, and field testing phase.			
Water and Wastewater GIS Updates Consultant: Kimley-Horn and Associates, Inc. Professional Services Fee: \$22,300 Amount Billed To-date: \$5,970.00 Project Completion: Wastewater System submittal June 2019; Water System submittal June 2019	Village 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 collection system and forcemain GIS information has been submitted to DERM. Based on an April 9th review meeting with DERM, an additional submittal will be provided this month for compliance. The Water System GIS information is pending based on completion of the water main rehabilitation project discussed above.		>	
Harbor Island Traffic Study Consultant: Kimley-Horn and Associates, Inc. Trofessional 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.		>	

Page **3** of **9**



				Status	
	Funding			Juan	
Project	Source	Description & Project Update	Completed	ln Progress	Future Project
Sakura Building Demo. & Site Clean-up Contractor: Chin Diesel Project Cost: \$81,700.00 Amount Billed To-date: \$82,800.00 \$1,100.00(<i>Fence Change Order</i>) Final Completion Date: TBD	North Bay Village	Demolition complete. 100% electrical room restoration and trim work around edges completed. Awaiting City's direction on future use to implement options for site preparation.		>	
Bike Lane Coloring Consultant: CAP Government, Inc. Professional Services Fee: \$4,000 (plans set and memo preparation only) Project Cost: TBD Project Commencement Date: TBD Final Completion Date: TBD	TBD Possible FDOT LAP Project	The FDOT Planning Manager presented the request for green colored bicycle lanes along the Causeway to their Scoping Committee on 4/15/19. The committee provided comments which will be reviewed and addressed by the design consultant, for resubmittal to FDOT's District Design Engineer for review and approval.		>	
Baywalk Plaza Area Design (South Side Only) Consultant: Kimley-Horn & Associates, Inc. Project Cost: \$1,096,789.20 \$911,079 -Base Bid + \$185,710.25 (includes \$185,710.25 for Owner Contingency and Permit Allowance) Change Orders #1 through #9: \$185,710.25 Amount Billed to Date: \$865,624.55 Final Completion Date: 05/31/2019 Construction must be completed by September 2019 Sper FIND grant requirements Farther Construction must be completed by September 2019 Construction must be completed by September 2019 Construction must be completed by September 2019 Sper FIND grant requirements	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. The following items have been completed to date: Clearing and Grubbing (100% complete) Retaining Walls (100% complete) Drainage (100% complete) Beding and Fill (100% complete) Electrical and Lighting (95% complete) Electrical and Lighting (95% complete) Concrete Rip Rap Installation (100% complete) Concrete Rip Rap Installation (100% complete) Concrete Walk (90% complete) Concrete Walk (90% complete) Concrete Walk (90% complete) Bast Treasure Drive Electrical and Water Connections (100% complete) Concrete Walk (90% complete) Concrete Walk (90% complete) Pringation (20% complete) Pringation (20% complete) Well Box Installation- (70% complete) 	√(Phase 1)	>	



				Statuc	
	Funding			JIGLUS	
Project	Source	Description & Project Update	Completed	In Progress	Future Project
		- Jack and bore across JFK Causeway (electrical connection to future Baywalk Plaza North Side project) - (90% complete)			
		 The following items have not been completed to date: Landscaping Pylon Sign Installation Project completion is scheduled for May 31, 2019. 			
New Village Hall (Fire/Police Station) 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. The MDC Fire Department has reviewed the space for their utilization without the 2,400 sq. ft. parcel belonging to the Shell station. The Mayor and Commission held a Village workshop on this project and the Sakura property. Decision forthcoming		>	
New Village Website Projected Project Cost: \$10,000 Project Start Date: July 2019	General Fund Unassigned Fund Balance	There was a desire expressed to make a new web site that will be a more user friendly site and provide more timely information to the Village residents. The Village should appoint a committee to redesign the current web site.			>
Dog Park Projected Project Cost: TBD Project Start Date: 90 days from Commission approval.	Impact Fees or Capital Bond Proceeds	The conceptual design is being presented at the May 14 th Commission Meeting.			>
Climate Change/Seal Level Rise Projected Project Cost: TBD Droject Start Date: March 2019	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 appointed a Board to begin work on this important task. The Village is starting to reduce the use of plastic items in the daily operations of the Village, where possible.		>	
FPL Residential Street Lighting rojected 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 fixture. The Community Enhance 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			>

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				Status	
	Funding			JIGIUS	
Project	Source	Description & Project Update	Completed	In Progress	Future Project
		then move forward on the project.			
Grants Update					
Project Title North Bav Village Drainage	Florida DEP	Repair/Replacement of catch basins and drainage improvements			
Improvement Droiact		(Grant Award = $\xi_1 \leq 0.000$ will be billed upon completion of the			
Project Cost: IBD	Contract	project). During the retrotit of the outfalls, the Village identified			
Amount Billed To-date: \$0	#NS020	three opportunities to install catch basins that will provide water		`	
Final Completion Date: 9/30/2019		quality treatment prior to stormwater entering Biscayne Bay.		•	
		Kimlev 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. <i>The arant expires 6/30/2021.</i>			
Project Title: North Bay Village Storm	Florida DEP	Installation of Flex Valves at Village Outfalls starting in Treasure			
Water Dhace II Improvements	Legislative	Island and assist with the installation of the catch basins (Grant			
Droiect Cost: \$201 ADD	Appropriation	Award - \$225 000 will be billed inon completion of the shove			
Amount Billed To-date: \$0		mentioned TMDL grant). The Village has incurred \$208,000 in		>	
Final Completion Date: 12/31/19 (grant expires)		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 12/31/2019.			
Project Title: North Bay Village Outfall	South Florida	Installation of Flex Valves at Village Outfalls starting in Treasure			
Improvement Project	Water Mgmt.	Island. A total of 20 outfalls were cleaned, lined, and outfitted			
Project Cost: \$821,400	District	with flex valves. (Original grant award was \$150,000 for 25			
Amount Billed To-date: \$120,000		outfalls; however, the Village was only able to retrofit 20 outfalls	>		
Final Completion Date: 9/30/2018		because some outfalls were collapsed or not accessible. The			
		Village's final reimbursement from SFWMD is \$120,000 or \$6,000			
		per valve installed).			
Project Title: North Bay Village Baywalk	Florida Inland	Construction of Baywalk Plaza (South Side). Contract #DA-			
Plaza South – Phase IIA11	Navigation	NBV-15-194 was closed out October 2018. The Village will			
Droject Cost: \$1,031,429	DISTRICT	receive a reimbursement of \$200,000. Project elements			
Amount Billed To-date: \$200,000		included; site clearing, foundation, sea wall, and portions of			
Cinal Completion Date: 9/30/2018		drainage. The actual cost of this project increased	>		
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		that was required during the clearing phase of the project.			
		Phase IIA was completed on 9/30/2018 and the Village			

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				Status	
	Funding			JIGIUS	
Project	Source	Description & Project Update	Completed	ln Progress	Future Project
		received reimbursement.			
Project Title: North Bay Village Baywalk Plaza South – <i>Phase IIA12</i> 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: The Village received the fully executed contract dates 1/31/2019, and may continue construction of the Plaza South project.</i>		>	
Project Title: North Bay Village Baywalk/Boardwalk Design (<i>IB</i>) 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, and will not be complete by the contract deadline of 9/30/2019. Update: A new grant was submitted to FIND on March 29, 2019 for the design and permitting of the Project. If awarded, the Village will be eligible for reimbursement of a portion of the \$90,000 paid to the Engineering Consultant (Coastal).		>	
Project Title: North Bay Village Baywalk Plaza Construction Phase <i>IIA2</i> (North) 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 FV2020. 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.			>
Project Title: North Bay Village Caywalk/Boardwalk Phase <i>IIB</i> Lroject 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. <i>UPDATE: This project will postpone construction of the</i>			>

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	:			Status	
Project	Source	Description & Project Update	Completed	ln Progress	Future Project
		Baywalk/Boardwalk pending completion of design and permitting.			
Project Title: North Bay Village Baywalk Plaza Connector IC Project Cost: \$200,000 Amount Billed To-date: N/A Future Completion Date: 9/30/2021	Florida Inland Navigation District	Design and Permitting of an over-the-the water pier that connects the Baywalk South Plaza to the North Plaza. The Village will apply for a grant in the amount of \$100,000 on or before 3/29/2019. The Village is required to provide a \$1:\$1 match.			>
Project Title: North Bay Island Stormwater Pump Station 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. [Legislative Request = \$430,800]			`
Project Title: North Bay Village Wastewater Pump Station Improvements Project Cost: Estimated \$1.2 Million Amount Billed To-date: N/A Future Completion Date: TBD	Florida Legislative Appropriation	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 improvements 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.			>



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	Funding			Suble	
Project	Source	Description & Project Update	Completed	In Progress	Future Project
Project Title: Harbor Island Sidewalk Continuity & ADA Improvements Project Cost: Estimated \$300,000 Amount Billed To-date: N/A Future Completion Date: TBD	Florida Legislative Appropriation	The Sidewalk Continuity & 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]			>
Title: North Bay Village Open on Cost: Estimated \$300,000 : Billed To-date: N/A Completion Date: TBD	Florida Legislative Appropriation	The Village is negotiating a Joint Use Agreement with Miami-Dade County Public Schools to grant access to the open space at Treasure Island Elementary School (TIES). Access to TIES will allow the Village to double the amount of available public recreational facilities within our municipal limits. Urban green space is closely related to the quality of life of residents. The National Recreation and Parks Association traditionally recommends 10 acres per 1,000 residents. North Bay Village currently has close to 9,000 residents (2018, BEBR), and less than 2 acres of public green space. Planned improvements will allow the Village to improve its level of service by renovating of existing tennis courts, basketball courts, creation of soccer field, and installation of restrooms. [Legislative Request = \$289,000]			>
Project Title: Vogel Park Green Anfrastructure Enhancements Amount Billed To-date: N/A Euture Completion Date: TBD	Florida Department of Environmental Protection (FDEP)	The playground flooring at Vogel Park needs repair. The FDEP Water Quality Improvement program funds construction and education projects that reduce pollutants from rain water flowing to Florida's waterways. Lakeesha submitted a grant application on 4/30/2019 to replace the playground flooring with pervious flooring, install rain barrels, and a rain garden/bio swale, and educational signage.			`

ITEM NO. **9**A



North Bay Village Recommendation Memorandum

DATE: May 14, 2019
TO: Honorable Mayor, Vice Mayor and Members of the Village Commission
FROM: Ralph Rosado, PhD, AICP, Interim Village Manager
THROUGH: Ralph Rosado, PhD, AICP, Interim Village Manager

SUBJECT: Accepting FY2018 Edward Byrne Memorial Justice Assistance Grant-Direct Allocation

REQUEST

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A FISCAL YEAR 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) DIRECT ALLOCATION IN THE AMOUNT OF \$1,041.00; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

Funding Source: FY18 Florida Department of Law Enforcement - Edward Byrne Memorial Justice Assistance Grant (Direct)

Project Title: North Bay Village School Resource Officer (SRO)

Amount Awarded: \$1,041 Match Required: \$0

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to State and Local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs.

On September 4, 2018, the Florida Department of Law Enforcement notified the Village that JAG funding in the amount of \$1,041 was allocated to the Village (Attachment A). On November 19, 2018, the Village submitted the required grant application requesting funding on behalf of the Village's Police Department to partially fund a School Resource Officer at Treasure Island Elementary School.

Funding will allow the Village to pay overtime hours to officers stationed at TIES when necessary. The goals of this project are to:

- Comply with State Regulations to provide an officer at each school.
- Allow for enhanced community relations through the use of community policing best practices.
- Allow the officer to attend active shooter training and/or other professional development trainings associated with serving as a School Resource Officer.

FINANCIAL IMPACT

There is no cash match requirement for this grant funded program.

BUGETARY IMPACT (Finance Dept.)

The Village will pay any amount over the grant allocation of \$1,041.00.

PERSONNEL IMPACT

This project will require personnel from the Police Department that are trained to serve as School Resource Officers. It will also require staff resources from the Finance Department to track overtime disbursements and grant administration.

RECOMMENDATION

We recommend that the attached Resolution be adopted, authorizing the Village Manger to execute Fiscal Year 2018 FDLE - Edward Byrne Memorial Justice Assistance Grant (JAG) application for the amount of \$1,041.00 and execute any and all subsequent agreements or documents with FDLE related to the Grant and Project.

RESOLUTION 19-____

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE NORTH BAY VILLAGE, FLORIDA, ACCEPTING A FISCAL YEAR 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) DIRECT ALLOCATION IN THE AMOUNT OF \$1,041.00; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") applied for the Edward Byrne Memorial Justice Assistant Grant ("JAG") Program from the Florida Department of Law Enforcement ("FDLE") to assist the Village in placing a School Resource Officer at Treasure Island Elementary School (the "Program"); and

WHEREAS, the JAG Program, as the primary provider of federal criminal justice funding to state and local jurisdictions, allocated the Village a Fiscal Year 2018 grant in the amount of \$1,041.00 (the "Grant"); and

WHEREAS, the Village desires to participate in the Fiscal Year 2018 JAG Program administered by the FDLE; and

WHEREAS, the Village Commission wishes to authorize the Manager to submit the Village's Grant application attached hereto as Exhibit "A" and execute any and all subsequent agreements or documents with FDLE related to the Grant and Program; 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 COMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

<u>Section 1.</u> <u>Recitals Adopted.</u> That each of the above stated recitals is hereby adopted and confirmed.

<u>Section 2.</u> <u>Grant Accepted.</u> The Village Commission hereby accepts the Grant in the amount of \$1,041.00 available through the FDLE to implement the Program.

<u>Section 3.</u> <u>Authorization.</u> The Village Manager is authorized to submit the Village's Grant application attached hereto as Exhibit "A" and execute any and all subsequent agreements or documents with FDLE related to the Grant and Program on

behalf of the Village, subject to the Village Attorney's approval as to form, content and legal sufficiency.

<u>Section 4.</u> <u>Effective Date.</u> This Resolution shall become effective immediately upon adoption hereof.

PASSED and ADOPTED this 14th day May, 2019.

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

Brent Latham Mayor

ATTEST:

Elora Riera, CMC Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL INTERIM VILLAGE ATTORNEY

ATTACHMENT "A"



(786) 232 -0771 🖀

(888) 778 -5930 🖷

info@belltowergroup.org

www.belltowergroup.org

Grant Prospect Summary Form

Date:	09/19/2018

Municipality: North Bay Village

Municipal Department: Police Department

Funding Source: Florida Department of Law Enforcement

Program Title: Edward Byrne Memorial Justice Assistance Grant

RFP Due Date: October 24, 2018 Amount Range: <u>\$3,341 (\$2,300 - Direct + \$1,041 County)</u>

Award Notification Date: December 31st, 2018

Match Required: <u>Match is not required for the JAG program. However, if a subrecipient identifies</u> match on an application that is approved for award, the match portion will be required.

Summary of RFP: <u>These grant funds may be used for law enforcement programs, prevention and</u> education programs, drug treatment, enforcement programs, and prosecution and court programs.

Potential Match with Municipality: Police Department

Items Needed to Apply: Project details related to school resource officer.

For Municipal Use Only

Please check one box, email or fax back to BellTower Consulting Group

- Light (municipality will apply for grant)
- **Yellow** Light (municipality is not ready to apply-table for next grant cycle)
- □ **Red** Light (municipality is not interested)

Notes:	73	
Signature of Municipal Representative:	(A)	Date: <u>9/20/2018</u>
	VX	

FY17 JAG Funding Overview Local JAG Allocations

	Aw	arded by DOJ			Awarded b	by FDLE / SAA		
		•	JAG DIREC	т		JA	G COUNTYWIDE	
	Awarded by	v DOJ (more than \$	10,000)	Awarded by SAA (Less	than \$10,000)	JAGC - Cou	ntywide through 51% Process	
County	DOJ Recipient	Award Amount (City)	Award Amount (County)	Recipient	JAGD Allocation	JAGC Allocation	Recipient	
ALACHUA	Alachua County Gainesville	\$61,885	\$39,972	Alachua City Archer Hawthorne High Springs LaCrosse Micanopy Newberry Waldo	\$2,353 \$0 \$1,000 \$0 \$0 \$0 \$0 \$0	\$94,044	Alachua County	
BAKER				Baker County Glen Saint Mary Macclenny	\$2,934 \$0 \$0	\$37,008	Baker County	
BAY	Bay County Panama City	\$24,482	\$23,949	Callaway Lynn Haven Mexico Beach Panama City Beach Parker Springfield	\$0 \$3,327 \$1,000 \$8,344 \$1,190 \$2,177	\$91,315	Bay County	
BRADFORD				Bradford County Brooker Hampton Lawtey Starke	\$1,934 \$0 \$0 \$1,000 \$1,210	\$54,112	Bradford County	
BREVARD	Brevard County Cocoa Melbourne Palm Bay Titusville	\$23,464 \$48,141 \$37,790 \$24,240	\$59,000	Cape Canaveral Cocoa Beach Grant-Valkaria Indialantic Indian Harbor Beach Malabar Melbourne Beach Melbourne Village Palm Shores Rockledge Satellite Beach West Melbourne	\$0 \$5,267 \$0 \$1,000 \$1,000 \$1,000 \$1,000 \$0 \$4,023 \$1,000 \$4,097	\$145,757	Brevard County	
BROWARD	Broward County Coral Springs Dania Beach Davie Deerfield Beach Fort Lauderdale Hallandale Beach Hollywood Lauderdale Lakes Lauderhill Miramar North Lauderdale Oakland Park Pembroke Pines Plantation Pompano Beach Sunrise Tamarac	\$16,120 \$12,702 \$19,392 \$24,458 \$97,396 \$17,501 \$50,880 \$20,943 \$36,287 \$32,603 \$15,441 \$18,592 \$22,349 \$21,743 \$63,678 \$19,053 \$14,108	\$19,489	Coconut Creek Cooper City Hillsboro Beach Lauderdale-By-The-Sea Lazy Lake Village Lighthouse Point Margate Parkland Pembroke Park Sea Ranch Lakes Seminole Tribe Southwest Ranches Weston West Park Wilton Manors	\$8,939 \$3,198 \$1,000 \$0 \$1,386 \$7,410 \$1,271 \$2,475 \$1,000 \$4,868 \$1,034 \$2,563 \$4,158 \$3,780		Broward County	
				Calhoun County Altha Blountstown	\$1,000 \$0 <u>\$1,000</u>	\$23,409	Calhoun County	
CHARLOTTE CITRUS	Charlotte County Citrus County		\$23,755 \$34,736	Punta Gorda Crystal River Inverness	<u>\$1,515</u> \$0 \$0	<u>\$70,322</u> \$50,160	Charlotte County Citrus County	

CLAY	Clay County	\$36,287	Green Cove Springs	\$1,542	\$55,982	Clay County
	City County	ψ00,201	Key Stone Heights	φ1,342 \$0	ψ00,00Z	
			Orange Park	\$1,528		
			Penney Farms	\$0		
COLLIER	Collier County	\$63,193	Everglades	\$0	\$94,549	Collier County
			Marco Island	\$1,000		
	Columbia Coursty	¢40.074	Naples	\$2,887	¢ 40,007	Calumbia County
COLUMBIA	Columbia County Lake City \$13	\$19,271 3,405	Fort White	\$0	\$48,827	Columbia County
DADE	Miami-Dade County	\$455,880	Aventura	\$10,000	\$658,538	Miami-Dade
		5,912	Bal Harbour	\$1,000	+,	
	Hialeah \$50	5,309	Bay Harbor Island	\$1,000		
		4,769	Biscayne Park	\$1,000		
		3,114	Coral Gables	\$10,000		
		6,717 7 202	Cutler Bay Doral	\$10,000 \$10,000		
		7,303 3,731	El Portal	\$10,000 \$1,000		
		3,857	Golden Beach	\$1,000		
		1,076	Hialeah Gardens	\$4,192		
			Indian Creek Village	\$1,000		
			Key Biscayne	\$1,062		
			Medley Miami Lakaa	\$1,704 \$4,206		
			Miami Lakes Miami Shores	\$4,206 \$3,955		
			Miami Springs	\$3,955 \$3,347		
			MiccosukeeTribe	\$1,000		
			North Bay Village	\$1,041		
			Pinecrest Village	\$4,030		
			South Miami	\$4,037		
			Sunny Isles Beach	\$2,529		
			Surfside Sweetwater	\$1,231 \$5,213		
			Virginia Gardens	\$1,000		
			West Miami	\$1,000		
			Palmetto Bay	\$5,389		
DESOTO			DeSoto County	\$4,875	\$42,000	DeSoto County
DIXIE			Arcadia	\$1,711	¢07.000	Divis County
DINE			Dixie County Cross City	\$2,765 \$0	\$27,063	Dixie County
			Horseshoe Beach	\$0 \$0		
DUVAL	Jacksonville \$405	5,316	Atlantic Beach	\$2,644	\$254,909	Duval County
			Baldwin	\$0		
			Neptune Beach	\$1,291		
FREAMBLA	Feeewhie County	¢400.700	Jacksonville Beach	\$9,101	¢440.000	Facarabia Courty
ESCAMBIA	Escambia County Pensacola \$27	\$128,738 7,730	Century	\$0	\$119,302	Escambia County
FLAGLER	Flagler County	\$15,683	Beverly Beach	\$0	\$37,760	Flagler County
	5	• •	Bunnell	\$1,000	. ,	5
			Flagler Beach	\$1,000		
			Marineland	\$0		
			Palm Coast	\$0 \$1,000	¢15 571	Franklin County
FRANKLIN			Franklin County Apalachicola	\$1,000 \$1,000	\$45,574	Franklin County
			Carrabelle	\$1,000		
GADSDEN			Gadsden County	\$3,029	\$33,846	Gadsden County
			Chattahoochee	\$1,000		
			Greensboro	\$0		
			Gretna	\$1,000 \$1,000		
			Havana Midway	\$1,000 \$1,000		
			Quincy	\$1,000 \$0		
GILCHRIST			Gilchrist County	\$0 \$0	\$28,566	Gilchrist County
			Bell	\$0	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
			Fanning Springs	\$0		
			Trenton	\$1,000		
GLADES			Glades County	\$1,062	\$16,446	Glades County
GULF			Moore Haven Gulf County	\$0 \$1 35 2	\$44,990	Gulf County
GULF			Port St. Joe	\$1,352 \$1,000	544,990	Guil County
1			101101.000	φ1,000		

				Wewahitchka	\$0		
HAMILTON				Hamilton County	\$1,318	\$47,437	Hamilton County
				Jasper	\$1,000		
				Jennings White Springs	\$1,000 \$1,000		
HARDEE				Hardee County	\$2,590	\$38,755	Hardee County
				Bowling Green	\$1,000	+,	,
				Wauchula	\$1,000		
HENDRY	Lise days Occurrents		<u> </u>	Zolfo Springs	\$0	\$70,400	
HENDRY	Hendry County		\$16,362	Clewiston La Belle	\$1,866 \$0	\$70,460	Hendry County
HERNANDO	Hernando County		\$32,603	Brooksville	\$2,461	\$58,097	Hernando County
				Weeki Wachee	\$0		· · · · · · · · · · · · · · · · · · ·
HIGHLANDS	Highlands County		\$18,544	Avon Park	\$0	\$60,634	Highlands County
				Lake Placid	\$1,000		
	Hillsborough County		\$144,422	Sebring Temple Terrace	\$3,678 \$5,781	\$337 697	Hillsborough County
	Plant City	\$12,993	ψ 144,422	Temple Temace	ψ0,701	ψυυτ,υυτ	Thisborough County
		\$156,954					
HOLMES				Holmes County	\$2,062	\$23,472	Holmes County
				Bonifay	\$0 \$0		
				Esto Noma	\$0 \$0		
				Ponce de Leon	\$0 \$0		
				Westville	\$0 \$0		
INDIAN RIVER	Indian River County		\$20,168	Fellsmere	\$1,000	\$58,902	Indian River County
				Indian River Shores	\$1,000		
				Orchid Sebastian	\$0 \$2,442		
				Vero Beach	\$3,442 \$3,347		
JACKSON				Jackson County	\$5,240	\$30,213	Jackson County
				Alford	\$0	+, -	,
				Bascom	\$0		
				Campbellton	\$0 \$0		
				Cottondale Graceville	\$0 \$1,000		
				Grand Ridge	\$1,000 \$0		
				Greenwood	\$0		
				Jacob City	\$0		
				Malone	\$0		
				Marianna	\$1,521		
JEFFERSON				Sneads Jefferson County	<u>\$0</u> \$1,616	\$39,853	Jefferson County
JEITERSON				Monticello	\$1,000	ψ09,000	Jenerson County
LAFAYETTE				Lafayette County	\$1,000	\$12,521	Lafayette County
				Mayo	\$0		
LAKE	Lake County	¢44,400	\$31,027	Astatula	\$0 \$5 007	\$90,873	Lake County
	Leesburg	\$11,490		Clermont Eustis	\$5,227 \$4,848		
				Fruitland Park	\$4,848 \$1,000		
				Groveland	\$0		
				Howey-in-the-Hills	\$1,000		
				Lady Lake	\$1,657		
				Mascotte	\$1,000		
				Minneola Montverde	\$1,237 \$0		
				Mount Dora	\$0 \$2,711		
				Tavares	\$2,529		
				Umatilla	\$1,000		
LEE	Lee County	0 45	\$97,493	Bonita Springs	\$0	\$185,292	Lee County
	Cape Coral Fort Myers	\$15,562 \$54,903		Fort Myers Beach	\$0 \$1.000		
LEON	Leon County	φ <u></u> 04,903	\$28,021	Sanibel	\$1,000	\$103,328	Leon County
	Tallahassee	\$125,442	ψ20,021			ψ100,020	Loon Oounty
LEVY	Levy County	·····	\$13,962			\$30,790	Levy County
				Bronson	\$0		
				Cedar Key	\$0 \$1 592		
				Chiefland Inglis	\$1,582 \$0		
				inglis	φU		

I				Otter Creek	\$0		
				Williston	پ 0 \$1,000		
				Yankeetown	\$0		
LIBERTY				Liberty County Bristol	\$1,000 \$0	\$18,575	Liberty County
MADISON				Madison County	\$2,475	\$54,852	Madison County
				Greenville Lee	\$0 \$0		
				Madison (City)	5 0 \$1,528		
MANATEE	Manatee County		\$113,322	Anna Maria	\$1,328 \$0	\$119,709	Manatee County
	Bradenton	\$24,797	* ··· · ,•	Bradenton Beach	\$1,000	. ,	
				Holmes Beach	\$1,000		
				Longboat Key	\$1,000		
				Palmetto	\$3,421		
MARION	Marion County	#05 007	\$72,138	Belleview	\$1,602	\$99,053	Marion County
	Ocala	\$25,937		Dunnellon McIntosh	\$1,000 \$0		
				Reddick	\$0 \$0		
MARTIN	Martin County		\$20,822	Jupiter Island	<u>40</u> \$1,000	\$64,629	Martin County
			<i>4</i> -0,0---	Ocean Breeze Park	\$0	<i>фо</i> 1,0 <u>т</u> о	
				Sewall's Point	\$1,000		
				Stuart	\$4,273		
MONROE	Monroe County	• • • • • • •	\$14,641	Islamorada	\$0	\$71,967	Monroe County
	Key West	\$13,162		Key Colony Beach	\$1,000		
				Layton Marathon	\$0 \$0		
NASSAU				Callahan/Hillard	\$0 \$0	\$46,810	Nassau County
NACOAO				Fernandina Beach	\$1,873	ψ+0,010	Nassau County
				Hilliard	\$0		
				Nassau County	\$7,390		
OKALOOSA	Okaloosa County		\$40,917	Cinco Bayou	\$0	\$70,199	Okaloosa County
	Crestview	\$10,472		Destin	\$0		
				Fort Walton Beach	\$4,584		
				Laurel Hill	\$0		
				Mary Esther Niceville	\$0 \$1,880		
				Shalimar	\$1,880 \$0		
				Valparaiso	\$1,000		
OKEECHOBEE				Okeechobee County	\$7,336		
				Okeechobee (City)	\$2,299	\$60,726	Okeechobee County
ORANGE	Orange County		\$394,335	Bay Lake	\$0	\$322,517	Orange County
	Apopka	\$12,750		Belle Isle	\$1,000		
	Ocoee Orlando	\$10,544		Eatonville	\$1,000		
	Winter Garden	\$174,067 \$12,653		Edgewood Lake Buena Vista	\$1,000 \$0		
	Winter Galden	φ12,000		Maitland	\$3,408		
				Oakland	\$1,000		
				Windermere	\$1,000		
				Winter Park	\$7,674		
OSCEOLA	Osceola County		\$53,110	St. Cloud	\$5,957	\$99,548	Osceola County
	Kissimmee	\$34,833	<u> </u>	A (I = (' =	<u>¢4 000</u>	\$000 540	Delas Decela Occurto
PALM BEACH	Palm Beach County Belle Glade	¢01.016	\$146,506	Atlantis Briny Brooze	\$1,000	\$322,513	Palm Beach County
	Boca Raton	\$21,016 \$12,968		Briny Breeze Cloud Lake	\$0 \$0		
	Boynton Beach	\$30,300		Glen Ridge	\$0 \$0		
	Delray Beach	\$32,603		Golf Village	\$0 \$0		
	Greenacres	\$17,210		Gulf Stream	\$1,000		
	Lake Worth	\$33,136		Haverhill	\$0		
	Riviera Beach	\$29,306		Highland Beach	\$1,000		
	West Palm Beach	\$59,970		Hypoluxo	\$1,000		
				Juno Beach	\$1,000 \$9,520		
				Jupiter Jupiter Inlet Colony	\$9,520 \$1,000		
				Lake Clarke Shores	\$1,000		
				Lake Park	\$6,362		
				Lantana	\$4,199		
				Loxahatchee Groves	\$0		
				Manalapan	\$1,000		
				Mangonia Park	\$1,751		
I				Mangonia Park	\$1,751		

					A		
1				North Palm Beach	\$1,237		
4				Ocean Ridge	\$1,000		
				Pahokee	\$2,055		
				Palm Beach	\$1,000		
				Palm Beach Gardens	\$10,000		
				Palm Beach Shores	\$1,000		
				Palm Springs, Village of	\$7,938		
				Royal Palm Beach	\$6,187		
				South Bay	\$1,278		
				South Palm Beach	\$1,000		
				Tequesta Village	\$1,000		
				Wellington Village	\$7,654		
PASCO	Pasco County		\$88,767	Dade City	\$2,360	\$122,523	Pasco County
				New Port Richey	\$5,112		
				Port Richey	\$1,190		
				Saint Leo	\$0		
				San Antonio	\$0		
				Zephyrhills	\$6,288		
	Dis elles Courstu		¢07.000			¢077.070	Dinallas Cauntu
PINELLAS	Pinellas County	¢40.077	\$67,266	Belleair Belleair Beach	\$1,000 \$1,000	\$277,379	Pinellas County
	Clearwater	\$46,977		Belleair Beach	\$1,000		
	Largo	\$26,688		Belleair Bluffs	\$1,000		
	Pinellas Park	\$18,131		Belleair Shore	\$0		
	St. Petersburg	\$156,275		Dunedin	\$5,064		
				Gulfport	\$3,354		
				Indian Rocks Beach	\$1,000		
				Indian Shores	\$1,000		
				Kenneth City	\$1,075		
				Madeira Beach	\$1,251		
					\$1,000		
				North Redington Beach			
				Oldsmar	\$2,948		
				Redington Beaches	\$1,000		
				Redington Shores	\$0		
				Safety Harbor	\$1,785		
				St. Pete Beach	\$2,847		
				Seminole	\$3,840		
				South Pasadena			
				South Pasadena	\$1,000		
				Tarpon Springs	\$1,000 \$4,706		
POLK	Polk County		¢02 421	Tarpon Springs Treasure Island	\$1,000 \$4,706 \$1,934	¢106 227	Polk County
POLK	Polk County	\$24.70C	\$93,421	Tarpon Springs Treasure Island Auburndale	\$1,000 \$4,706 \$1,934 \$4,077	\$186,327	Polk County
POLK	Lakeland	\$31,706	\$93,421	Tarpon Springs Treasure Island Auburndale Bartow	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694	\$186,327	Polk County
POLK		\$31,706 \$16,168	\$93,421	Tarpon Springs Treasure Island Auburndale Bartow Davenport	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694 \$1,000	\$186,327	Polk County
POLK	Lakeland		\$93,421	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694 \$1,000 \$0	\$186,327	Polk County
POLK	Lakeland		\$93,421	Tarpon Springs Treasure Island Auburndale Bartow Davenport	\$1,000 \$4,706 <u>\$1,934</u> \$4,077 \$6,694 \$1,000 \$0 \$0	\$186,327	Polk County
POLK	Lakeland		\$93,421	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694 \$1,000 \$0	\$186,327	Polk County
POLK	Lakeland		\$93,421	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade	\$1,000 \$4,706 <u>\$1,934</u> \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$0	\$186,327	Polk County
POLK	Lakeland		\$93,421	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof	\$1,000 \$4,706 <u>\$1,934</u> \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$0 \$0 \$0	\$186,327	Polk County
POLK	Lakeland		\$93,421	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City	\$1,000 \$4,706 <u>\$1,934</u> \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$3,347	\$186,327	Polk County
POLK	Lakeland		\$93,421	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park	\$1,000 \$4,706 <u>\$1,934</u> \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$0 \$0 \$3,347 \$0	\$186,327	Polk County
POLK	Lakeland		\$93,421	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height	\$1,000 \$4,706 <u>\$1,934</u> \$6,694 \$1,000 \$0 \$0 \$0 \$0 \$0 \$3,347 \$0 \$0 \$0 \$0 \$3,347	\$186,327	Polk County
POLK	Lakeland		\$93,421	Tarpon Springs <u>Treasure Island</u> Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred	\$1,000 \$4,706 <u>\$1,934</u> \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$0 \$3,347 \$0 \$0 \$1,000	\$186,327	Polk County
POLK	Lakeland		\$93,421	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton	\$1,000 \$4,706 <u>\$1,934</u> \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$3,347 \$0 \$0 \$1,000 \$1,000	\$186,327	Polk County
POLK	Lakeland		\$93,421	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales	\$1,000 \$4,706 <u>\$1,934</u> \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$3,347 \$0 \$3,347 \$0 \$1,000 \$1,000 \$3,807	\$186,327	Polk County
POLK	Lakeland		\$93,421	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales Mulberry	\$1,000 \$4,706 <u>\$1,934</u> \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$3,347 \$0 \$3,347 \$0 \$1,000 \$1,000 \$3,807 \$0	\$186,327	Polk County
	Lakeland Winter Haven			Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales Mulberry Polk City	\$1,000 \$4,706 <u>\$1,934</u> \$6,694 \$1,000 \$0 \$0 \$0 \$3,347 \$0 \$1,000 \$1,000 \$3,807 \$0 \$0 \$3,807 \$0 \$0 \$0 \$1,000 \$3,807 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$1,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0		
POLK	Lakeland		\$93,421 \$93,421 \$23,925	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales Mulberry Polk City Crescent City	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$3,347 \$0 \$3,347 \$0 \$1,000 \$1,000 \$3,807 \$0 \$1,000 \$1,000	\$186,327 \$186,327	Polk County
	Lakeland Winter Haven			Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales Mulberry Polk City	\$1,000 \$4,706 <u>\$1,934</u> \$6,694 \$1,000 \$0 \$0 \$0 \$3,347 \$0 \$1,000 \$1,000 \$3,807 \$0 \$0 \$3,807 \$0 \$0 \$0 \$1,000 \$3,807 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$1,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0		
	Lakeland Winter Haven			Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales Mulberry Polk City Crescent City	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$3,347 \$0 \$3,347 \$0 \$1,000 \$1,000 \$3,807 \$0 \$1,000 \$1,000		
	Lakeland Winter Haven			Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales Mulberry Polk City Crescent City Interlachen	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$3,347 \$0 \$1,000 \$1,000 \$3,807 \$0 \$1,000 \$1,000 \$1,000 \$1,000		
	Lakeland Winter Haven			Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales Mulberry Polk City Crescent City Interlachen Palatka	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$3,347 \$0 \$1,000 \$1,000 \$3,807 \$0 \$1,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0		
PUTNAM	Lakeland Winter Haven Putnam County		\$23,925	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales Mulberry Polk City Crescent City Interlachen Palatka Pomona Park Welaka	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$3,347 \$0 \$1,000 \$1,000 \$3,807 \$0 \$1,000 \$1,000 \$1,000 \$4,517 \$0 \$1,000	\$63,381	Putnam County
	Lakeland Winter Haven			Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales Mulberry Polk City Crescent City Interlachen Palatka Pomona Park Welaka Hastings	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694 \$1,000 \$0 \$0 \$3,347 \$0 \$3,347 \$0 \$1,000 \$1,000 \$3,807 \$0 \$1,000 \$1,000 \$1,000 \$4,517 \$0 \$1,000 \$4,517 \$0 \$1,000		
PUTNAM	Lakeland Winter Haven Putnam County		\$23,925	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales Mulberry Polk City Crescent City Interlachen Palatka Pomona Park Welaka Hastings St. Augustine	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$3,347 \$0 \$1,000 \$1,000 \$3,807 \$0 \$1,000	\$63,381	Putnam County
PUTNAM ST. JOHNS	Lakeland Winter Haven Putnam County St. Johns County		\$23,925	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales Mulberry Polk City Crescent City Interlachen Palatka Pomona Park Welaka Hastings St. Augustine St. Augustine Beach	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$3,347 \$0 \$1,000 \$1,000 \$3,807 \$0 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000	\$63,381 \$59,814	Putnam County St. Johns County
PUTNAM	Lakeland Winter Haven Putnam County St. Johns County St. Lucie County	\$16,168	\$23,925	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales Mulberry Polk City Crescent City Interlachen Palatka Pomona Park Welaka Hastings St. Augustine	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$3,347 \$0 \$1,000 \$1,000 \$3,807 \$0 \$1,000	\$63,381	Putnam County
PUTNAM ST. JOHNS	Lakeland Winter Haven Putnam County St. Johns County St. Lucie County Fort Pierce	\$16,168	\$23,925	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales Mulberry Polk City Crescent City Interlachen Palatka Pomona Park Welaka Hastings St. Augustine St. Augustine Beach	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$3,347 \$0 \$1,000 \$1,000 \$3,807 \$0 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000	\$63,381 \$59,814	Putnam County St. Johns County
PUTNAM ST. JOHNS ST. LUCIE	Lakeland Winter Haven Putnam County St. Johns County St. Lucie County Fort Pierce Port St. Lucie	\$16,168	\$23,925 \$28,312 \$18,180	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales Mulberry Polk City Crescent City Interlachen Palatka Pomona Park Welaka Hastings St. Augustine St. Augustine Beach St. Lucie Village	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$3,347 \$0 \$1,000 \$1,000 \$3,807 \$0 \$1,000 \$0,000 \$1,000 \$0,000\$00 \$0,000\$000 \$0,0000\$000\$	\$63,381 \$59,814 \$98,828	Putnam County St. Johns County St. Lucie County
PUTNAM ST. JOHNS ST. LUCIE	Lakeland Winter Haven Putnam County St. Johns County St. Lucie County Fort Pierce	\$16,168	\$23,925	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales Mulberry Polk City Crescent City Interlachen Palatka Pomona Park Welaka Hastings St. Augustine St. Augustine Beach	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$3,347 \$0 \$1,000 \$1,000 \$3,807 \$0 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000	\$63,381 \$59,814	Putnam County St. Johns County
PUTNAM ST. JOHNS ST. LUCIE	Lakeland Winter Haven Putnam County St. Johns County St. Lucie County Fort Pierce Port St. Lucie	\$16,168	\$23,925 \$28,312 \$18,180	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales Mulberry Polk City Crescent City Interlachen Palatka Pomona Park Welaka Hastings St. Augustine St. Augustine Beach St. Lucie Village	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$3,347 \$0 \$1,000 \$1,000 \$1,000 \$3,807 \$0 \$1,000 \$0,000 \$1,000 \$0,000\$00 \$0,000\$000 \$0,0000\$000\$	\$63,381 \$59,814 \$98,828	Putnam County St. Johns County St. Lucie County
PUTNAM ST. JOHNS ST. LUCIE	Lakeland Winter Haven Putnam County St. Johns County St. Lucie County Fort Pierce Port St. Lucie	\$16,168	\$23,925 \$28,312 \$18,180	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales Mulberry Polk City Crescent City Interlachen Palatka Pomona Park Welaka Hastings St. Augustine St. Augustine Beach St. Lucie Village	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$0 \$0 \$3,347 \$0 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$5,125 \$5,125 \$1,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$63,381 \$59,814 \$98,828	Putnam County St. Johns County St. Lucie County
PUTNAM ST. JOHNS ST. LUCIE	Lakeland Winter Haven Putnam County St. Johns County St. Lucie County Fort Pierce Port St. Lucie	\$16,168	\$23,925 \$28,312 \$18,180	Tarpon Springs Treasure Island Auburndale Bartow Davenport Dundee Eagle Lake Fort Meade Frostproof Haines City Highland Park Hillcrest Height Lake Alfred Lake Hamilton Lake Wales Mulberry Polk City Crescent City Interlachen Palatka Pomona Park Welaka Hastings St. Augustine St. Augustine St. Lucie Village	\$1,000 \$4,706 \$1,934 \$4,077 \$6,694 \$1,000 \$0 \$0 \$0 \$3,347 \$0 \$1,000 \$0 \$1,000 \$0 \$1,000 \$0 \$1,000 \$0 \$1,000 \$0 \$1,000 \$0 \$1,000 \$0 \$1,000 \$0 \$1,000 \$0 \$1,000 \$0 \$1,000 \$0 \$1,000 \$0 \$1,000 \$0 \$1,000 \$0 \$1,000	\$63,381 \$59,814 \$98,828 \$46,863	Putnam County St. Johns County St. Lucie County

SEMINOLE	Seminole County Altamonte Springs	\$11,102	\$41,062	Lake Mary Longwood	\$2,299 \$3,489	\$122,750	Seminole County
	Sanford	\$10,326		Oviedo	\$3,409 \$2,968		
	Casselberry	\$33,524		Winter Springs	\$3,340		
SUMTER	Sumter County	φ00,024	\$12,023	Bushnell	φ3,340 \$0	\$40,603	Sumter County SO
	ounitor obuility		φ12,020	Center Hill	\$1,000	\$10,000	
				Coleman	\$0		
				Webster	\$0 \$0		
				Wildwood	\$1,690		
SUWANNEE				Suwannee County	\$3,780	\$38,796	Suwannee County
				Branford	\$0	<i>,</i> ,	···· ,
				Live Oak	\$2,258		
TAYLOR				Taylor County	\$3,036	\$39,975	Taylor County
				Perry	\$1,805		
UNION				Union County	\$1,000	\$22,701	Union County
				Lake Butler	\$0		
				Raiford	\$0		
				Worthington Springs	\$0		
VOLUSIA	Volusia County		\$49,716	Daytona Beach Shores	\$1,494	\$150,509	Volusia County
	Daytona Beach	\$62,806		DeBary	\$0		
	Ormond Beach	\$11,005		Deltona	\$0		
	DeLand	\$12,993		Edgewater	\$1,819		
				Holly Hill	\$5,199		
				Lake Helen	\$1,000		
				New Smyrna Beach	\$6,376		
				Oak Hill	\$0		
				Orange City	\$5,477		
				South Daytona	\$3,009		
				Pierson	\$0		
				Ponce Inlet	\$1,000		
				Port Orange	\$10,000		
WAKULLA				Wakulla County	\$3,759	\$22,896	Wakulla County
				St. Marks	\$0		
				Sopchoppy	<u>\$0</u>		
WALTON	Walton County		\$13,138	Defuniak Springs	\$1,000	\$34,502	Walton County
				Freeport	\$0		
				Paxton	\$0		
WASHINGTON				Washington County	\$1,332	\$31,391	Washington County
				Caryville	\$0		
				Chipley	\$1,240		
				Ebro	\$0		
				Vernon	\$0		
				Wausau	\$0		

SUBTOTALS:

\$3,325,429 \$2,669,084

\$609,556 \$6,500,609

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EXHIBIT "A'

Florida Department of Law Enforcement Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name:	City of North Bay Village
County:	Dade

Chief Official

Name:	Connie Leon-Kreps	6	
Title:	Mayor		
Address:	1666 Kennedy Cau Suite 300	iseway	
City:	North Bay Village		
State:	FL	Zip:	33141-4189
Phone:	305-758-7171	Ext:	
Fax:			
Email:	cleonkreps@nbvilla	age.con	n

Chief Financial Officer

Name:	Bert Wrains				
Title:	Finance Director				
Address:	1699 Kennedy Cau	iseway			
	Suite 300				
City:	North Bay Village				
State:	FL	Zip:	33141-4189		
Phone:	305-756-7171	Ext:			
Fax:	305-756-7722				
Email:	bwrains@nbvillage	.com			



Florida Department of Law Enforcement Justice Assistance Grant - Direct

Section 1: Administration

Implementing Agency

Organization Name:	City of North Bay Village
County:	Dade

Chief Official

Name:	Connie Leon-Kreps	5	
Title:	Mayor		
Address:	1666 Kennedy Cau	seway	
	Suite 300		
City:	North Bay Village		
State:	FL	Zip:	33141-4189
Phone:	305-758-7171	Ext:	
Fax:			
Email:	cleonkreps@nbvilla	age.com	า

Project Director

Name:	LaKeesha Morris		
Title:	Grants Coordinator	r	
Address:	1666 Kennedy Cau	useway	
	Suite 300		
City:	North Bay Village		
State:	FL	Zip:	33141-4329
Phone:	305-756-7221	Ext:	
Fax:			
Email:	info@belltowergro	up.org	



Florida Department of Law Enforcement Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title:	NORTH BAY VILLAGE SRO			
Subgrant Recipient:	City of North Bay Village			
Implementing Agency:	City of North Bay Village			
Project Start Date:	12/3/2018	End Date:	9/30/2019	

Problem Identification

North Bay Village seeks to use the \$1,041 funding allocation to support overtime hours for our School Resource Officer at Treasure Island Elementary School, the only public school located within the Village's municipal limits. This will allow the Village to have officer presence for a longer period of time each week. Treasure Island Elementary School is located at 7540 E. Treasure Drive North Bay Village, FL 33141. The school's hours of operation are from Monday-Friday 8:25 am - 3:05 pm. The Village also operates an After-School Program at the school daily until 6:00 pm.

Project Summary (Scope of Work)

Funding will allow for one school resource officer to commit approximately 26 overtime hours to improve the safety of students and teachers at Treasure Island Elementary School. Overtime hours will allow the Village to (1) remain compliant with State Regulations to provide an officer at each school; (2) allow for enhanced community relations through the use of community policing best practices; (3) allow officer to attend active shooter training and/or other professional development training associated with serving as a School Resource Officer.



Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 2: Project Overview

Section Questions:

Section Q	
Question:	What percentage of the total cost of this project is being funded by sources other than this award?
Answer:	0
Question:	What is the name of the jurisdiction your agency serves? (i.e., your city or your county)
Answer:	North Bay Village (Miami-Dade County)
Question:	What is the combined population of the jurisdiction(s) your agency serves, according to the 2010 census?
Answer:	7137
Question:	What is the physical address of the location being used to provide services for this project? If services are being provided at more than one location, list all of them.
Answer:	North Bay Village 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
	Treasure Island Elementary School 7540 East Treasure Drive North Bay Village, FL 33141
Question:	Describe your agency (e.g., municipal government, school board, sheriff's office).
Answer:	Municipal Government
Question:	Have you verified that the subgrantee has an active and current registration in SAM.gov? (If no, funds will not be available for drawdown.)
Answer:	Yes
Question:	What is the Operating Capital Outlay threshold used by the subgrantee? (Verify this with your finance director.) If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.
Answer:	\$5,000
Question:	Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?
Answer:	No
Question:	Does the implementing agency receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?
Answer:	No
Question:	In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
Answer:	No



Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A



Florida Department of Law Enforcement Justice Assistance Grant - Direct

Section 3	B: Performance		
General Pe	General Performance Info:		
Performanc	e Reporting Frequency: Quarterly		
Prime Purp	ose Area: 01 - Law Enforcement (Includes Task Forces)		
State Purpo	ose Area: 1G - General Questions (Required)		
	Objectives and Measures		
Objective:	General Questions - Required questions for all recipients.		
Measure:	General 01		
	Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.		
Goal:	Yes		
Measure:	General 02		
	Will your organization be using the National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.		
Goal:	Yes		
Measure:	General 03		
	Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.		
Goal:	No		
Measure:	General 04		
	Will your organization be using the Evidence-Based Policing Matrix during the gran period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.		
Goal:	No		
Measure:	General 05		
Cooli	Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.		
Goal:	No		
Measure:	General 06		
Applic	Cartion Ref # 2018-JAGD-2106 Section #3 Page 1 of 4		
	Contract # 2019-JAGD-DADE-6-N3-		



Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: The Village will work closely with neighboring Police Departments, Miami Beach and Miami-Dade County to share resources and training opportunities.

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

- Goal: Unsure/Don't Know
- Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

- Goal: Monthly reports during Commission Meetings, Meet and Greet with residents (at least 1), and attend HOA Meetings (at least 3)
- Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: The Village operates an After-School Program for K-5 youth at Treasure Island Elementary School.



Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 3	: Performance
Measure:	General 11
	Identify the goal(s) you hope to achieve with your funding. If you have multiple goals,
Goal:	describe each goal separately. Increase officer presence at Treasure Island Elementary School.
Measure:	General 12
	Are the subrecipient and implementing agency aware that they will be required to
	report on the status of the identified goals during each reporting period?
Goal:	Yes
Measure:	General 13
	Describe any barriers you may encounter which may prevent you from achieving
Goal:	your identified goal(s). None to report at this time.
Measure:	General 14
weasure.	Are you aware that the Office of Criminal Justice Grants encourages recipients to
	report on any noteworthy accomplishments, success stories, or program results that
Goal:	they would like to showcase? Yes
State Purpo	ose Area: 2P - Personnel
Obiective:	Personnel - Questions for all subrecipients funding Personnel.
Measure:	Personnel 01
	During the grant period, approximately how many overtime hours will be funded by JAG?
Goal:	27
Measure:	Personnel 02
	During the grant period, how many personnel will have their salary or pay funded, at
Goal:	least partially, with JAG funds? 1
Measure:	Personnel 03
	How many new positions will be created with JAG funds during the grant period?
Goal:	0



Florida Department of Law Enforcement Justice Assistance Grant - Direct

Section 3: Performance



Florida Department of Law Enforcement Justice Assistance Grant - Direct

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Freque	ncy for this Subgrant:	Quarterly
Is the subgrantee a state ag	ency?: No	
FLAIR / Vendor Number:	596000388	

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$1,041.00	\$0.00	\$1,041.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals	\$1,041.00	\$0.00	\$1,041.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)?	No
	110



Florida Department of Law Enforcement Justice Assistance Grant - Direct

Section 4: Financial (cont.)

Budget Narrative:

Salaries and Benefits (Overtime Hours)

\$39/hr x 1 Officer x 27 Hours = \$1,053 The overtime rate includes fringe benefits.

The Village will fund any amount spent over \$1,041.



Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 4: Financial

Section	Questions:
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Question:	If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase? (Documentation will be required.)
Answer:	Yes
Question:	If fringe benefits are included, are they detailed in the budget narrative?
Answer:	Yes
Question:	If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.
Answer:	Not Applicable
Question:	If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.
Answer:	Not Applicable
Question:	If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)
Answer:	Not Applicable



Florida Department of Law Enforcement Justice Assistance Grant - Direct

Section 5: Standard Conditions

Insert Standard Conditions Page here.



Florida Department of Law Enforcement Justice Assistance Grant - Direct

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

State of Florida Department of Law Enforcement Office of Criminal Justice Grants		
Signature:		
Typed Name and Title:		
Date:		
Subgrant Recipient Authorizing Official of Governmental Unit (Commission Chairman, Mayor, or Designated Representative)		
Typed Name of Subgrant Recipient:		
Signature:		
Typed Name and Title:		
Date:		
Implementing Agency Official, Administrator or Designated Representative		
Typed Name of Implementing Agency:		
Signature:		
Typed Name and Title:		
Date:		



Florida Department of Law Enforcement Justice Assistance Grant - Direct

Section 7: Certifications and Authorizations

Insert Certifications and Authorizations here.





North Bay Village Recommendation Memorandum

- DATE: May 14, 2019
- TO: Honorable Mayor, Vice Mayor and Members of the Village Commission
- FROM: Brent Latham, Mayor
- THROUGH: Ralph Rosado, Interim Village Manager
- SUBJECT: Restaurant of the Month

<u>REQUEST</u>

Mayor Latham recommends approval of the event.

BACKGROUND AND ANALYSIS

Goal is to to promote local NBV business

- Selected once a month by the Mayor or designee
- Choice will rotate among NBV restaurants
- Promoted on FB and Social media by Mayor and village
- No exchange of good or services between restaurant and NBV or Mayor, only promotional in nature
- Some discount or special access may be offered to NBV community as a whole
- Can include village seal

- Does not limit, proscribe or prevent any other promotion, representation or Commission action

- Other Commissioners are encouraged to undertake similar initiatives

FINANCIAL IMPACT

Minimal.

BUGETARY IMPACT (Finance Dept.)

From Mayor's allocation.

PERSONNEL IMPACT

Will require staff to produce flyers for event.

RECOMMENDATION

Mayor Latham recommends approval of the event.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE MAYOR'S RESTAURANT OF THE MONTH PROMOTION CAMPAIGN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, North Bay Village (the "Village") desires to have a robust business sector,

so that its resident have dining, retail, and other commercial amenities within the Village to enjoy; and

WHEREAS, to accomplish this goal, Mayor Brent Latham has initiated a promotional

campaign through which one (1) Village restaurant is showcased each month; and

WHEREAS, the Commission desires to support and advance the "Restaurant of the Month" Campaign with the use of Village communications methods.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION

OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

<u>Section 2.</u> <u>Approval.</u> The Mayor's "Restaurant of the Month" Campaign, whereby one (1) Village Restaurant of each month is showcased, is hereby approved. The restaurant and the corresponding month shall be selected by the Mayor. The Village Manager is authorized to use Village resources to promote the Restaurant of the Month Campaign.

<u>Section 3.</u> <u>Implementation.</u> The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

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

PASSED AND ADOPTED this 14th day of May, 2019.

ATTEST:

Brent Latham, Mayor

Elora Riera, CMC Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL INTERIM VILLAGE ATTORNEY

ITEM NO. 9C



North Bay Village Recommendation Memorandum

DATE: May 14, 2019

Honorable Mayor, Vice Mayor and Members of the Village Commission TO:

FROM: Vice Mayor Marvin Wilmoth

THROUGH: Interim Village Manager Ralph Rosado, Ph.D.

SUBJECT: Approving the Miami Foundation Public Space Challenge Submittal

REQUEST

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE VILLAGE'S PROJECT SUBMITTAL TO THE MIAMI FOUNDATION'S PUBLIC SPACE CHALLENGE: PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Miami Foundation's Public Space Challenge is an annual funding opportunity designed to foster new ideas to improve Miami-Dade County. This year, the Foundation is investing \$250,000 with priority given to projects that improve how residents move around the community. Potential project ideas include: enhancing bus stops, bike lanes, water ways, streets, sidewalks, crosswalks or wayfinding signs, and more.

North Bay Village is considering several potential projects that are aligned with The Foundation's goals. These ideas include, but are not limited to:

- Installation of bike racks near bus shelters
- Enhancing the Village's entrance
- · Enhancing the landscape of the JFK Causeway's center island to provide refuge for pedestrians as they cross the causeway.
- Enhancing the bike lane along JFK Causeway

The Public Space Challenge closes on May 16, 2019 at 11:59pm. Once the Village determines the project that will be submitted, we encourage residents to visit the Foundation's website at www.publicspacechallenge.org to like or comment on our project. I believe that any of the projects listed above will help move the Village forward as we desire to ensure that residents feel safe walking or biking throughout the Village. It is my hope that you will support the Village in this new endeavor.

FINANCIAL IMPACT:

There is no match requirement for this grant funded project.

BUGETARY IMPACT (Finance Dept):

None at this time.

PERSONNEL IMPACT:

If funded, this project will require the support of staff to administer the grant, secure required permits, procure equipment and supplies, and potentially install equipment and supplies.

RECOMMENDATION

It is recommended that the Commission approves the Resolution, allowing Village Staff to identify and submit a project in response to The Miami Foundation's Public Space Challenge.

RESOLUTION NO. 2019-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE VILLAGE'S PROJECT SUBMITTAL TO THE MIAMI FOUNDATION'S PUBLIC SPACE CHALLENGE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY VICE MAYOR WILMOTH)

WHEREAS, The Miami Foundation's Public Space Challenge (the "Foundation")

is an annual funding opportunity designed to foster new ideas to improve Miami-Dade

County; and

WHEREAS, the Foundation is investing \$250,000, with priority given to projects

that improve how residents move around the community; and

WHEREAS, North Bay Village is considering several potential projects that are

aligned with the Foundation's goals; and

WHERAS, the Village desires to submit at least one project idea in response to

the Public Space Challenge; and

WHEREAS, the Village encourages residents to join us in supporting our idea(s)

as we endeavor to improve bicyclist and pedestrian facilities in the Village; and

WHEREAS, the Village Commission finds that adoption of this Resolution will promote the health safety, and welfare of the Village.

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

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

<u>Section 2.</u> <u>Approval.</u> The Interim Village Manager or his designee is authorized to submit a project idea to The Miami Foundation's Public Space Challenge and execute any and all subsequent agreements or documents with The Miami Foundation for funding on behalf of the Village, subject to the Village Attorney's approval as to form, content and legal sufficiency.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Mayor Brent Latham	
Vice Mayor Marvin Wilmoth	
Commissioner Jose R. Alvarez	
Commissioner Andreana Jackson	
Commissioner Julianna Strout	<u></u>

PASSED AND ADOPTED on this 14th day of May, 2019.

Brent Latham, Mayor

ATTEST:

Elora Riera, CMC Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL INTERIM VILLAGE ATTORNEY



North Bay Village Recommendation Memorandum

DATE:	May 14, 2019
TO:	Honorable Mayor, Vice Mayor and Members of the Village Commission
FROM:	Bert Wrains, Finance Director
THROUGH:	Ralph Rosado, PhD, AICP, Interim Village Manager
SUBJECT:	Baywalk South - Project costs and Project management

<u>REQUEST</u>

Request the Commission approve the decrease in the projected cost of the construction of Baywalk South from ABC Construction and increase the cost of project management from Kimley Horn.

BACKGROUND AND ANALYSIS

The Project was started in 2017 at a bid cost of \$ 911,079. The contractor had some difficulties with some unknown site conditions and underground utilities. This required the changes of the construction methods. The major change was the pin piles vs footer for the wall. This was brought to the Commission for action and approval of a change order for \$108,834. This has brought the total project cost of \$1,019,913. The project is very close to the substantial completion phase of the project. It should be completed in June 2019.

FINANCIAL IMPACT

The total project cost is at \$1,019,913. This contract is a unit cost contract meaning that if the contractor uses less of the bid item and completes the task as designed and approved by the Contract Manager, Kimley Horn, then the total project costs can be reduced. Kimley Horn has reviewed the contract very carefully and is estimating that the total construction costs can be reduced from \$1,019,913 to \$779,210; this will produce a saving of \$240,703.

The project management has had an increase of \$135,136. This will make a net saving in the project of \$105,568.

BUGETARY IMPACT (Finance Dept.)

The approved budget (with changes) for this project, construction and management, was as shown below.

Construction Budget Costs reductions (estimated at this time)	\$1,019,913 \$ (240,703)
Revised project costs	\$ 779,210
Management Budget Costs increases	\$ 163,780 <u>\$ +135,136</u>
Total Management fees	\$ 298,916
Total net change in the cost of Baywalk South will be:	\$ (105,567)

PERSONNEL IMPACT

NONE

RECOMMENDATION

It is recommended the Commission approve a reduction in the Baywalk South construction project in the amount of \$(240,703). It is also recommended the Commission approve an increase in the Project Management fees of \$+135,136. This should be sufficient funds to complete the project.

Kimley »Horn

AMENDMENT NUMBER 04 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 04 DATED May 3, 2019 to the Agreement between North Bay Village, the ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated June 25, 2014 ("the Agreement") concerning "Baywalk Plaza Area Design" (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CONSULTANT:

North Bay Village

KIMLEY-HORN AND ASSOCIATES, INC.

Inge & Therman

Ву:	By: Jorge Fernandez, P.E.
Title:	Title: Vice President
Date:	Date: May 3, 2019



SCOPE OF SERVICES

Consultant shall perform the following Additional Services:

TASK 1 – LIMITED CONSTRUCTION PHASE ASSISTANCE

During the construction phase of the project between June 1, 2018 and June 15, 2019, Kimley-Horn will provide the following services to the Client:

- Contract Documents Redesign Kimley-Horn redesigned the civil engineering, structural engineering, electrical engineering and landscape architecture plans and details (Bid Plans) to address the unforeseen underground utility conflicts that were encountered during construction.
- Contract Documents Redesign Permitting Assistance Kimley-Horn submitted the redesigned contract documents to the Village Building Department and DERM for review and comment and addressed and responded to agency comments.
- **FDOT Permitting Assistance** Kimley-Horn prepared and resubmitted the permit documents and applications to FDOT in order to receive a permit extension.
- FIND Grant Reporting Assistance -- Kimley-Horn provided or will provide periodic updates and back up information regarding the progress of construction to the Village's Grant Coordinator for submittal as part of the progress reports to the submitted to the Florida Inland Navigation District (FIND).
- Visits to Site and Observation of Construction Kimley-Horn performed or will perform site visits to observe construction activities and the progress of work.
- Construction Meeting/Conference Call Attendance Kimley-Horn attended or will attend weekly construction meetings/conference calls to discuss construction activities and the progress of work.
- Clarifications and Interpretations Kimley-Horn responded or will respond to reasonable requests by the Contractor and will issue clarifications and interpretations of the Construction Documents to Client/Contractor as deemed reasonable and appropriate by the consultant.
- Review of Contractor Payment Requisitions Kimley-Horn reviewed or will review and provided or will provide recommendations toward contractor payment requisitions.
- Change Orders Kimley-Horn reviewed or will review and make recommendations related to Change Orders submitted or proposed by the Contractor. Requests for comparable materials or alternatives should be submitted during bid phase.
- Shop Drawings and Samples Kimley-Horn reviewed or will review and approve or take other appropriate action in respect to the Shop Drawing Submittals and Samples specifically listed on the contract documents, which the Contractor is required to submit.
- Substantial Completion and Punch-list Once the Contractor confirms that the project is substantially complete, Kimley-Horn will attend one (1) site walkthrough with the Client, Owner and Contractor to observe and evaluate the completed work for conformance with the approved contract drawings. If it is determined that the work is not substantially complete, the site walkthrough will be postponed until the Contractor completes brings the project to an acceptable substantial completion level. After the substantial completion walkthrough, Kimley-Horn staff will prepare and issue to the



Contractor a punch-list of items found to be incomplete, damaged, defective or in non-compliant with the contract documents.

- Final Notice of Acceptability of the Work Once the Contractor confirms that all corrective action from the punch-list has been completed, Kimley-Horn will attend one (1) final site walkthrough with the Client, Owner and Contractor to confirm. If so, Kimley-Horn will issue a written statement to the Client that the work is generally in accordance with the contract documents along with a recommendation to release final payment to Contractor.
- Limitation of Responsibilities Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

Kimley-Horn will provide these services as directed and requested by the Client. The effort will be billed according to our then-current rates. Upon reaching the maximum labor fee, Kimley-Horn will seek Client's approval for additional services as needed. If construction extends beyond June 15, 2019, limited construction phase assistance services will be performed as additional services.

FEE AND BILLING

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

HOURLY NOT TO EXCEED LABOR TASKS

Kimley-Horn will perform the services described in Task 1 of this Scope of Services on an hourly not to exceed basis according to our then-current rates. Individual task amounts are informational only.

Task	Description	Hourly
		-

1 Limited Construction Phase Assistance...... \$135,136

REIMBURSABLE EXPENSES TASKS

In addition to the lump sum labor fee and hourly fee, direct reimbursable expenses large format reproductions (larger than 11" x 17"), air travel, and other direct expenses will be billed in accordance with the original agreement. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

TOTAL REIMBURSABLE EXPENSES......As Needed

Fees and reimbursable expenses will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number. All permitting, application, and similar project fees will be paid directly by the Client.



Baywalk Plaza South Side Only						
Bid Item Credit Calculation						
LINE ITEM DESCRIPITION	BID QUANTITY	UNIT	CURRENT QUANTITY	DIFFERENCE	BID LINE ITEM COST	TOTAL
Paving - H-101	164	λS	96	-68.00	\$95.00	-\$6,460.00
Paving - H-102	76	λS	139	63.00	\$96.00	+\$6,048.00
Paving - H-103	33	λS	39	6.00	\$185.00	+\$1,110.00
Recessed LED Wall Light	250	ΓĿ	125	-125.00	\$150.00	-\$18,750.00
Retaining Wall	432	Cλ	101	-331.00	\$565.00	-\$187,015.00
Coconut Palm	5	EA	3	-2.00	\$1,600.00	-\$3,200.00
Pink Muhly Grass	14	EA	8	-6.00	\$6.00	-\$36.00
Sea Oxeye Daisy	14	EA	13	-1.00	\$4.50	-\$4.50
Beach Sunflower	34	EA	28	-6.00	\$4.50	-\$27.00
Seabreeze Bamboo	34	EA	0	-34.00	\$50.00	-\$1,700.00
Small Leaf Clusia	9	EA	0	-6.00	\$6.00	-\$36.00
SUB TOTAL						-\$210,070.50

Bid Total

Change Order Approved by Commission Revised Bid Total

\$911,079.00 \$108,834.00 **\$1,019,913.00** -\$210,070.50 -\$30,632.64 **-\$240,703.14**

\$779,209.86

\$240,703.14

Credits for items deleted from bid Unused portion of \$150,000 Allowance included in Bid Total **Total Credits**

Revised Bid Total minus Credits

Net Saving in the Project



North Bay Village Recommendation Memorandum

DATE:	May 14, 2019
то:	Honorable Mayor, Vice Mayor and Members of the Village Commission
FROM:	Brian Collins, Interim Chief of Police
THROUGH:	Ralph Rosado, Interim Village Manager
SUBJECT:	Purchase of License Plate Recognition Camera Systems

<u>REQUEST</u>

It is recommended that the Village Commission approve the purchase of (3) three fixed license plate recognition (LPR) camera systems from Vetted Security Solutions LLC Inc. at a cost of \$ 41,945, which includes installation, training, warranty, and technical support.

BACKGROUND AND ANALYSIS

The technology of fixed license plate recognition (LPR) camera systems offers our agency vehicle location intelligence (analytics and vehicle detections) for the development of efficient and effective investigative advantages. The LPR system conducts thousands of vehicle detections daily which alone won't solve crimes; but will improve crime prevention and the security of all three (Harbor, North Bay, and Treasure) islands. The LPR system provides detections, which augment leg work, with powerful analytics that make sense of those detections, enabling our agency to develop targeted leads so you can close open cases.

The proposed LPR system will serve our organization as each plate image captured, along with the data for that image (date, time, location) is stored in our off-site database as an LPR record that can be retrieved only by authorized personnel. In addition, fixed license plate recognition (LPR) cameras take photos of license plates capturing date, time and GPS coordinates of where the photo was taken just like any smartphone camera.

We received proposals to include hardware, software, installation, warranty, and support for all of North Bay Village's requirements.

Once requirements and specifications were set, proposals were received from three different vendors, including our current vendor (ATCI Communication, Inc.), Trinity Innovative Solutions LLC, and Vetted Security Solutions LLC. Proposals were based on short and long term costs, reliability, reputation, and adaptability for our staff. Assessment for all three companies was done by Motor Unit Officer, Norlan Benitez.



Once the process was complete, the recommended vendor was ATCI Communication, Inc. ATCI provided the best product to suit The Village's needs. The proposal covers installation of all hardware, to include three (3) fixed license plate recognition (LPR) cameras, one (1) 12' foot fixed pole, and one (1) DOT Class 11 aluminum enclosure cabinet with computer. In addition, the proposal will also include software, training, and technical support for all LPRs installed. The proposed LPR system will also provide connectivity to all users allowing for full accessibility to surveillance footage for the east bound flow of traffic on the John F. Kennedy Causeway. The proposal includes one (1) year of maintenance and warranty on all listed proposed hardware items. The proposal also allows for an extended warranty service which involves an additional cost that can be purchased at a later date.

Since the initial solicitation for the LPR equipment, ATCI has lost their contract with Vigilent. They can, however provide the LPR system, but cannot offer any warranty for the equipment. I am requesting authorization to go with Vetted Security Solutions LLC who has offered the same system for a slight price increase and the system will be warranted for a period of one year. Vetted Security Solutions LLC currently provides LPR systems for the City of Miami Beach, which reports no issues with their service.

In the unlikely event Vetted Security Solutions LLC cannot provide the services as quoted, I request permission to utilize Trinity Innovative Solutions LLC, which was ranked third in the process.

The three proposals we received are listed below:

ATCI Communications, Inc.:	\$39,477.10 (Existing Mobile LPR Vendor)
	(Monthly \$39.00 cost associated with a MIFI)
Vetted Security Solutions LLC:	\$41,945 (Monthly \$39.00 cost associated with a MIFI)
Trinity Innovative Solutions LLC:	\$41,415.00 (Monthly \$39.00 cost associated with a
MIFI)	

BUGETARY IMPACT (Finance Dept.)

The FY 2019 budget was prepared, using an estimated cost of \$42,000.00. Our recommended fixed license plate recognition (LPR) cameras system will provide savings of \$2,522.90 between the proposed cost and actual funding total as listed above.

PERSONNEL IMPACT

None.

RECOMMENDATION

It is recommended that the Village Commission approve the purchase of (3) three fixed license plate recognition (LPR) camera systems from Vetted Security Solutions LLC Inc. at a cost of \$ 41,945, which includes installation, training, warranty, and technical support.

Agenda Item 14A



North Bay Village

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: December 7, 2018

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

RECOMMENDATION BY STAFF: Brian Collins, Acting Chief of Police

PRESENTED BY STAFF: Lewis Velken, Interim Village Manager

SUBJECT: Fixed License Plate Reader (LPR) Camera System - Procurement

RECOMMENDATION: It is recommended that the Village Commission approve the purchase of (3) three fixed license plate recognition (LPR) camera systems from ATCI Communications, Inc. at a cost of \$39,477.10 which includes installation, training, warranty, and technical support.

BACKGROUND

The technology of fixed license plate recognition (LPR) camera systems offers our agency vehicle location intelligence (analytics and vehicle detections) for the development of efficient and effective investigative advantages. The LPR system conducts thousands of vehicle detections daily which alone won't solve crimes; but will improve crime prevention and the security of all three (Harbor, North Bay, and Treasure) islands. The LPR system provides detections, which augment leg work, with powerful analytics that make sense of those detections, enabling our agency to develop targeted leads so you can close open cases.

The proposed LPR system will serve our organization as each plate image captured, along with the data for that image (date, time, location) is stored in our off-site database as an LPR record that can be retrieved only by authorized personnel. In addition, fixed license plate recognition (LPR) cameras take photos of license plates capturing date, time and GPS coordinates of where the photo was taken just like any smartphone camera.

We received proposals to include hardware, software, installation, warranty, and support for all of North Bay Village's requirements.

Once requirements and specifications were set, proposals were received from three different vendors, including our current vendor (ATCI Communication, Inc.), Trinity Innovative Solutions LLC, and Vetted Security Solutions LLC. Proposals were based on short and long term costs, reliability, reputation, and adaptability for our staff. Assessment for all three companies was done by Motor Unit Officer, Norlan Benitez.

Once the process was complete, ATCI Communication, Inc. (ATCI) provided the best product to fulfill The Village's needs. It is recommended that the Village "Piggyback" off of the previous Village bid 2017-008 for our other LPR. This proposal covers installation of all hardware, to include three (3) fixed license plate recognition (LPR) cameras, one (1) 12' foot fixed pole, and one (1) DOT Class 11 aluminum enclosure cabinet with computer.

In addition, the proposal will also include software, training, and technical support for all LPRs installed. The proposed LPR system will also provide connectivity to all users allowing for full accessibility to surveillance footage for the east bound flow of traffic on the John F. Kennedy Causeway. The proposal includes one (1) year of maintenance and warranty on all listed proposed hardware items. The proposal also allows for an extended warranty service which involves an additional cost that can be purchased at a later date.

The three proposals we received are listed below:

ATCI Communications, Inc.:	\$39,477.10	(Existing	Mobile	LPR	Vendor)
	(Monthly \$39.				
Vetted Security Solutions LLC:	\$40,710.00 (N				
Trinity Innovative Solutions LLC:	\$41,415.00 (M	10nthly \$39.00) cost associ	ated with	a MIFI)

MULTI-AGENCY PARTNERSHIP

A partnership has been established between the North Bay Village Police Department and the City of Miami Beach Police Department. This partnership allows our organizations with equal access to the cameras on both the west bound lanes (cost incurred by MBPD), and east bound lanes of the John F. Kennedy Causeway. The current partnership will also ensure that no additional financial impact is incurred by North Bay Village as a direct result of the cameras installed on the west bound lanes. This partnership will provide access to real-time images and videos which will aid our agencies with investigations and the improvement of proactive patrols on the Causeway.

BUDGETARY IMPACT

The FY 2019 budget was prepared, using an estimated cost of \$42,000.00. Our recommended fixed license plate recognition (LPR) cameras system will provide savings of \$2,522.90 between the proposed cost and actual funding total as listed above.

PERSONNEL IMPACT None

Quote	ATCICOMM
Date Quote#	Technology for a changing world
10/31/2018	A Red Hawk Fire & Security Company
Name/ Address	Mobile 954-203-1501 Office 305-620-0062
North B y Village PD Norlan Benite z	
1666 Kennedy Causeway	CDM Managine Tay 40 Conterna Internation in the LIC
Suite =300	SDM Magazine Top 10 Systems Integrator in the US
North Bay Village, FL 33141	
Ship To	Free & Security
North Bay Village PD Norlan Benitez	
1666 Kennedy Causeway	
Suite #300	
North Bay Village, FL 33141	

	P.O.Ref. No	Terms	Re p	FC)В	Project
			þ	Little	Elm	
Item	De	scription		Q U/M	Unit Price	e Total
TIS-SURV-ENCL-	TIS LPR Standard Fixed E	nclo ure w/Computer		l ea	\$ 1,950	.00 \$ 1,950.00
COMPU.	THE STATE OF STREET	0			¢ 7 440	0. 00.000.00
VS-VSF-075-H-RE	Vigilant 75mm Fixed LPR			3 ea	\$ 7,440.	
TIS-CBL-REAPER-60	Fixed 60' Reaper Camera C	able		3 ea	incl	incl
TIS-BRKT-SURV- POLEMT	TIS Traffic Pole Mounting	Bracket		3 ea	incl	incl
Custom	Custom Bracket			1 ea	\$ 195	.00 \$ 195.00
MISC-GOODS-SVCS	10-15ft Pole Powder coated	d black With Cap with Pole	base	1 ea	\$ 2,340	.00 \$ 2,340.00
SVC-TIS-WAMA VS-VSBSCSVC-01	TIS Comprehensive Warran Vigilant Camera Licen e K	2		1 ea 3 ea	l year ind \$ 520	
	cameras; per camera per ye	ar				mel
VS-SSUSYS-COM	Startup & Commission "Hissistem, Fixed per camera)	ardware" - (Mobile per		3 ea	\$ 306	.80 \$ 920.40
VS-SSUPLN-COM	Vigilant Configuration of Server Account.	Hosted Managed LEARN		l ea	incl	inci
VS-LEARN-H	Access to Vigilant LEARN	Hosted Account.		1 ea	incl	incl
SVC-LPR-INST ALL				1 ea	\$ 4,763	20 \$ 4,763.20
VS-VSPTRNG	Vigilant End User Training	for LPR Systems		1 ea	\$ 109	.85 \$ 109.85
VS-SHP-02		entry Disroye, pplies o		1 ea	ê C.	\$0 \$ 71.50 \$ -
infrastruc				1 ea	\$ 4,875	.00 \$ 5,244.52
TRVL	Travel and Expenses					
	L			Total	k	\$ 39,477.10

TRINITY INNOVATIVE SOLUTIONS LLC

2385 Oak Grove Parkway Little Elm, TX 75068

, , **. .**

Quote

Date	Quote #
8/10/2018	1531

Name / Address

North Bay Village PD Norlan Benitez 1666 Kennedy Causeway Suite #300 North Bay Village, FL 33141

Ship To

North Bay Village PD Norlan Benitez 1666 Kennedy Causeway Suite #300 North Bay Village, FL 33141

	P.O/Ref. No.	Terms	Rep			FOB			Project
						Little Eli	n		
Item		Description		Qt	ÿ	U/M	Unit Pr	ice	Total
TIS-SURV-ENCL-COMPU	TIS LPR Standard Fi	xed Enclosure w/Comp	uter		1	ea	4,800	0.00	4,800.00
VS-VSF-075-H-RE	Vigilant 75mm Fixed	LPR Camera.			3	ea	8,000	0.00	24,000.00
TIS-CBL-REAPER-60	Fixed 60' Reaper Car	nera Cable			3	ea	154	4.00	462.00
TIS-BRKT-SURV-POLEMT	TIS Traffic Pole Mou	inting Bracket			3	ea		2.00	246.00
TIS-BRKT-POLEMT-ARM	TIS Traffic Pole Mou	inting Arm - Up to 4 car	neras.		1	ea	472	2.00	472.00
MISC-GOODS-SVCS	12ft Fluted Pole With	n Cap			1	ea	785	5.00	785.00
SVC-TIS-WAMA	TIS Comprehensive	Warranty & Maintenanc	e Fee		1	ea	1,500	0.00	1,500.00
VS-VSBSCSVC-01	Vigilant Camera Lice	ense Keys (CLK) up to	14		3	ea	525	5.00	1,575.00
	cameras; per camera								
VS-SSUSYS-COM	Startup & Commissio	on "Hardware" - (Mobil	e per		3	ea	72	5.00	2,175.00
	system, Fixed per car		-						
VS-SSUPLN-COM		on of Hosted/Managed L	EARN		1	ea	1,000	0.00	1,000.00
	Server Account.	Ŭ							
VS-LEARN-H	Access to Vigilant L	EARN Hosted Account.			1	ea		0.00	0.00
SVC-LPR-INSTALL	LPR installation Serv				1	ea	1,500	0.00	1,500.00
VS-VSPTRNG		aining for LPR Systems			1	ea	1,000		1,000.00
VS-SHP-02	Vigilant Shinning an	d Handling Charge (Ap	olies to		1	ea		0.00	400.00
	each Fixed LPR Cam				-				
TRVL	Travel and Expenses						1,500	0.00	1,500.00
							-,		-,
						1			
1									
1									
1									
						L	1		
					Т	otal			\$41,415.00
					-				\$1,13.00

Vetted Security Solutions LLC 4185 35th St N St. Petersburg, FL 33714 (901)545-9825 rbarnett@vettedsolution.com vettedsolution.com

ESTIMATE

ADDRESS

2

Norlan Benitinez City of North Bay Village 1666 Kennedy Coastway 3 Ste 300 North Bay Village, FL 33141 United States

Agenda Item 14A



ESTIMATE # 1190 DATE 07/29/2018

ACTIVITY	QTY	RATE	AMOUNT
 ACTIVITY Vigilant ALPR:Fixed ALPR Three Camera Enclosure Fixed LPR Enclosure Package w/ 3 Cameras) Software: CarDetector LPR server software for up to 35 points of capture LPR software is compatible with Vigilant's nationally hosted LEARN LPR data server Centralized web based LPR system and data management Full suite of LPR tools including data analytics Hardware: Qty 3 Combination IR / Color Reaper LPR Camera 75mm lens package 'Includes RAM mounting bracket NTSC video format Solid state digital signal processor unit - No moving parts Wiring harness w/ single point power connection DOT Certified LPR Enclosure 120v surge protector w/ fault sensor 10A 12vdc Power Supply 6 Port Industrial Switch Router / Modem Combo Remote Monitoring Hardware 	QTY 1	RATE 32,300.00	AMOUNT 32,300.00
 Remote Monitoring Hardware Industrial Micro PC w/ i5 processor, Windows 10 Pro license, 8GB Ram, 128GB SSD Interior mounted fan for air circulation inside enclosure Interior Temperature sensor 			
All necessary mounting brackets for LPR enclosure			

	QTY AGE	nda Item '	AMOU
ACTIVITY	QTY	NAIE	AMOU
pole mount on standard pole	0	E00.00	1 500
Vigilant ALPR:Vigilant CLK Fees:CLK Tier 1 VS- BSCSVC-01 Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments • Managed/hosted server account services by Vigilant o Includes access to all LEARN and CarDetector software updates	3	500.00	1,500.
 Requires new/existing Enterprise Service Agreement (ESA) Priced for 1 Cameras per year 			
Vigilant ALPR:Vigilant Services:Vigilant SSU&C of Field Equipment Vigilant System Start Up & Commissioning of 'In Field' LPR system • Vigilant certified technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Applies to 1 Mobile System or 1 Fixed Camera	1	500.00	500.0
Vigilant ALPR:Vigilant Services:Vigilant SSU&C of LEARN Account Vigilant Start Up & Configuration of Hosted/Managed LEARN Server Account • New client account setup via national LPR server • Required for all hosted/managed LEARN client accounts	1	1,275.00	1,275.
Vigilant ALPR:Vigilant Installation Services:Fixed ALPR Installation Installation of ALPR Enclosure • Included Mounting of Camera Arms / Enclosure • Includes tapping of existing power / fiber necessary for local power / connectivity (assumes power / connectivity is already at base of pole)	1	1,950.00	1,950.
Vigilant ALPR:Vigilant Services:Travel Rates (Training / Install) Vetted Travel Cost to Customer Location	1	400.00	400.
Vigilant ALPR:Vigilant Shipping:Vigilant Shipping Fixed ALPR (1) VSH-STNRD Vigilant Shipping & Handling Charges • Applies to each Fixed LPR System	3	95.00	285.
 Shipping Method is FOB Destination Contract Labor Electrical work to install pole with power for mounting LPR hardware 	1	2,500.00	2,500.
The quote is for installation and licensing of 8 cameras and 3 enclosures with existing infrastructure and power provided.	TOTAL		<mark>40,710.0</mark>

This estimate is assuming there is constant 120V accessible behind t North Bay Village sign.

RESOLUTION NO. 2017-72

Agenda Iten

DOCUMENT

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDING RFP NO. 2017-008 FOR A PORTABLE LICENSE PLATE READER FOR THE POLICE DEPARTMENT TO ATCI COMMUNICATIONS, INC.; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACT TO PROCURE THE HARDWARE, SOFTWARE, AND ANCILLARY SERVICES SPECIFIED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the North Bay Village Police Department has recently field tested a Portable License Plate Reader (PLPR) and found the results of having such a unit available to the Police Patrol Unit as very beneficial to the department's law enforcement activities; and

WHEREAS, the Village Commission approved \$19,000 in the FY 2017 Annual Budget for purchase of said PLPR; and

WHEREAS, the Village issued RFP No. 2017-008 – Portable License Plate Reader for Public Bid; and

WHEREAS, the Village received two responsive and qualified bids to provide specified PLPR from Vetted Security Solutions and ATCI Communications, Inc.; and

WHEREAS, the Bid received from ATCI Communications, Inc., a corporation located in Miami-Dade County, was deemed to be the lowest responsive and qualified bidder in the amount of \$15,969.00 as determined by the Bid Evaluation Committee.

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

Section 1. <u>Recitals.</u> The above recitals are true and correct and incorporated herein by reference.

Section 2. Execution of Agreement. The Village Manager is authorized to enter into an Agreement with ATCI Communications, Inc. of Miami-Dade County, Florida, to provide the Portable License Plate Reader hardware, software, and ancillary services as specified in the RFP Document in an amount not to exceed \$15,969.00.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

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

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this 19th day of September 2017.

MAYOR CONNIE LEON-KREPS

ATTEST VVONNE P. HAMILTON, CMC Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.

Village Attorney

North Bay Village Resolution: Portable License Plate Reader.



North Bay Village

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

MEMORANDUM

North Bay Village

- DATE: December 7, 2018
- TO: Graciela Mariot Interim Village Clerk
- FROM: Lewis Velken, Interim Village Manager
- SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO UTILIZE THE PIGGY-BACK PROVISION PURSUANT TO SECTION 36.25 (j) OF THE VILLAGE CODE; APPROVING THE PURCHASE OF A PURCHASE WITH ATCI COMMUNICATIONS, INC. FOR THE PURCHASE AND INSTALLATION OF FIXED LICENSE PLATE READER (LPR); AUTHORIZING THE EXPENDITURE OF \$39,477.10 AND MONTHLY COST OF \$39.00; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

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

LV:gm

1	RESOLUTION NO:
2 3 4 5 6 7 8 9 10 11 12	A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO UTILIZE THE PIGGY-BACK PROVISION PURSUANT TO SECTION 36.25 (j) OF THE VILLAGE CODE; APPROVING THE AGREEMENT WITH ATCI COMMUNICATIONS, INC. FOR THE PURCHASE AND INSTALLATION OF FIXED LICENSE PLATE READER (LPR); AUTHORIZING THE EXPENDITURE OF \$39,477.10 AND MONTHLY COST OF \$39.00; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)
13 14 15 16 17	WHEREAS , The Village Commission adopted the FY 2019 Budget on September 25, 2018 and appropriated funds \$42,000.00 for the purchase of fixed license plate reader; and
18	WHEREAS, The Village intends to purchase three (3) license plate readers; and
19 20 21 22 23 24	WHEREAS, Section 36.25 (J) of the Village Code authorizes the Village Manager to enter into contracts that meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency; and
24 25 26 27	WHEREAS, pursuant to North Bay Village Resolution No. 2017-72, ATCI Communications, Inc. was awarded RFP No. 2017-008 to provide portable license plate readers for the North Bay Village Police Department.
28 29 30 31	NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:
32 33 34	Section 1 . Recitals. The above Recitals are true and correct and incorporated herein by this reference.
35 36 37 38	Section 2. Purchase Approval. The Village Commission hereby approves the expenditure of \$39,477.10 for the purchase of three (3) license plate readers pursuant to the piggyback provision, as per Section 36.25(J) of the Village Code.
39 40	Section 3. <u>Authorization of the Village Official.</u> The Village Manager is authorized to enter to enter into an agreement with ATCI Communications, Inc.
41 42 43 44	Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Re The votes were as follows	esolution was offered by, seconded by, seconded by s:
FINAL VOTE AT ADOPTION:	
Mayor Brent Latham	
Vice Mayor Marvin Wilmoth	
Commissioner Jose R. Alvarez	
Commissioner Andreana Jackson	
PASSED AND AD	DOPTED thisday of2018.
	Brent Latham
	Mayor
	5
ATTEST:	
Graciela Mariot	
Interim Village Clerk	
3	
APPROVED AS TO FORM FOR USE	ONLY BY
NORTH BAY VILLAGE:	
Norman C. Powell, Esq.	
Village Attorney	
Village Attorney	
North Bay Village Resolution: Purchase of three (3) fixed	license plate readers from ATCI Communications. Inc.

North Bay Village Resolution: Purchase of three (3) fixed license plate readers from ATCI Communications, Inc.



North Bay Village Recommendation Memorandum

DATE: May 14, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ralph Rosado, PhD, AICP Interim Village Manager

THROUGH: James G. LaRue, AICP

SUBJECT: Unified Land Development Code Revisions to Fence Standards

REQUEST

The Village recently acquired the property at 1335 Kennedy Causeway. One potential use that has been discussed for this property is to provide a dog park. If this proposal is to move forward, the Village will need to provide a fence surrounding the dog park.

BACKGROUND AND ANALYSIS

Staff is proposing a revision to the Village Code that will provide flexibility in design and construction of this dog park fencing. The proposed language is broad and allows flexibility to any governmental entity constructing fences, privacy walls and hedges in conjunction with a governmental use or facility. Additionally, two other revisions are proposed which provide clarity to existing fence standards:

Current code requires landscaping on the street side of any wall or fence within a front yard setback area, but does not provide a standard for the minimum width of the landscaping strip. Staff is proposing a minimum width of 18 inches for the entire length of the fencing.

Current code limits fence heights in front yards to 5 feet. Staff is proposing a revision clarifying that, on corner lots, fences heights shall be limited to 5 feet in both yards with street frontages.

FINANCIAL IMPACT

N/A

BUDGETARY IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

N/A

RECOMMENDATION

Staff recommends the revisions to the Unified Land Development Code. If there is a consensus from the Commission, staff will present the changes in Ordinance form to the Planning & Zoning Board. The P&Z will then make their recommendation to the Commission. This will be followed by two Commission public hearings.

ORDINANCE NO._____

AN ORDINANCE OF NORTH BAY VILLAGE FLORIDA, AMENDING SECTION 8.13, **"SUPPLEMENTAL DEVELOPMENT STANDARDS," OF THE UNIFIED LAND** DEVELOPMENT CODE BY A CLARIFYING THE HEIGHT OF FENCES FOR CORNER LOTS IN YARDS ALONG STREET FRONTAGE, SETTING A MINIMUM WIDTH FOR REQUIRED LANDSCAPING; ALLOWING FOR GOVERNMENT USES TO CONSTRUCT SAFE AND COMPATIBLE FENCES, WALLS AND **HEDGES**; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND **PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Section 166.01, Florida Statute, authorizes cities to establish, coordinate and

enforce zoning and development laws that are necessary for the protection of the public; and

WHEREAS, North Bay Village (the "Village") desires to update its Unified Land

Development Code (the "Code"); and

WHEREAS, the Village's Code is intentionally modified to be relevant and to encourage

development and redevelopment; and

WHEREAS, the Code is wholly consistent with the Village's Comprehensive Plan and the

Florida Community Planning Act; and

NOW, THEREFORE, BE IT ENACTED BY THE MAYOR AND COMMISSION

OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

<u>Section 1</u>. <u>Recitals Adopted.</u> The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Village Code Amended. The North Bay Village Code of Ordinances is hereby revised as follows:

§ 8.13 – Supplemental Development Standards

* * *

F. Fences, walls and hedges.

* * *

- 2. Prohibitions
 - a. No fence, wall, or hedge may be constructed, installed, or maintained within six feet of any fire hydrant or other emergency apparatus.
 - b. No fence, wall, or hedge may be constructed, installed, or maintained which in any manner creates a visual obstruction to vehicular traffic. In no event shall any fence which obstructs or obscures vision, or any wall or hedge exceed four feet in height within 30 feet of the intersection of official right-of-way lines.
 - c. No wall or fence shall exceed five feet in height within any required front yard setback, provided such fence or wall does not create a visual obstruction to pedestrian or vehicular traffic. For fences on corner lots, both street frontages shall be considered front yards. Additionally:
 - (1) Landscaping shall be required on the street side of any such wall or fence and the width of the landscape bed shall be at least 18 inches for the entire length of the fence or wall, excluding gated sections.
 - (2) Any concrete wall or concrete block wall shall be sustained in a finished condition.

* * *

- 6. Fences, privacy walls, and hedges for government uses and facilities.
 - a. Applicability. This section applies to fences, privacy walls and hedges erected by a governmental entity for a governmental use including, but not limited to, parks, recreation areas, government offices, utility facilities, parking, or storage sites.
 - b. Approval. Governmental entities other than North Bay Village may only be approved for fences, privacy walls and hedges according to this Section by the Village Commission at public hearing, following a recommendation by the Village Planning Zoning Board.
 - c. Location. Fences, privacy walls, and hedges installed in any location on the subject property as necessary to ensure safety and compatibility.
 - <u>d.</u> <u>Height. Fences, privacy walls, and hedges may be installed at heights</u> <u>necessary to ensure safety and compatibility.</u>

e. <u>Materials.</u> Fences and privacy walls may be constructed with materials which are necessary to ensure safety and compatibility, including but not limited to, chain link, wood, masonry and vinyl.

* * *

<u>Section 3.</u> <u>Conflict.</u> All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

<u>Section 4.</u> <u>Severability.</u> That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in Code. The provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word

Section 6. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be needed to implement the purpose and provisions of this Ordinance

Section 7. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

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

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

PASSED on first reading on this ______ of May, 2019.

PASSED AND ENACTED on second reading on this _____ day of _____, 2019.

ATTEST:

Brent Latham, Mayor

Elora Riera, CMC Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL INTERIM VILLAGE ATTORNEY



North Bay Village Recommendation Memorandum

- DATE: May 14, 2019
- TO: Honorable Mayor, Vice Mayor and Members of the Village Commission
- FROM: Ralph Rosado, Interim Village Manager
- THROUGH: Ralph Rosado, Interim Village Manager
- SUBJECT: Updating the Business Tax Receipt Issuance Process

<u>REQUEST</u>

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XI, CHAPTER 110, ENTITLED "GENERAL LICENSING AND OTHER PROVISIONS," OF THE VILLAGE CODE OF ORDINANCES BY UPDATING THE BUSINESS TAX RECEIPT ISSUANCE PROCESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

Currently, this process is under the Village Clerk's Department. This amendment improves the way that individuals and businesses conduct business within the Village and is in the best interest of the community.

FINANCIAL IMPACT

None.

BUGETARY IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.

RECOMMENDATION

Recommendation to approve the ordinance on first reading.

ORDINANCE NO. 2019-

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XI, CHAPTER 110, ENTITLED "GENERAL LICENSING AND OTHER PROVISIONS," OF THE VILLAGE CODE OF ORDINANCES BY UPDATING THE BUSINESS TAX RECEIPT ISSUANCE PROCESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Commission of North Bay Village (the "Village") wishes to update the procedures in the Village's Code of Ordinances (the "Code") regarding the issuance of the business tax receipts with the goal of making the process more expedient and efficient and making it easier for businesses to comply with the licensing requirements in the Code; and

WHEREAS, the Village Commission finds that this amendment improves the way that individuals and businesses conduct business within the Village and is in the best interest of the community.

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

Section 1. <u>Recitals Incorporated.</u> The above-stated recitals are hereby confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. <u>Village Code of Ordinances Amended.</u> Chapter 110 of the North Bay Village Code of Ordinances, entitled "General Licensing and Other Provisions," is hereby amended to read, as follows:

* * *

Chapter 110 - GENERAL LICENSING AND OTHER PROVISIONS

§ 110.01 - Business tax receipts required; exemption for nonprofit corporations.

* * *

(B) Nonprofit corporations and other private foundations which are exempt from taxation under § 501 of the Internal Revenue Code, 26 USC § 501, may apply to the Village Commission for an exemption from the requirements of this subchapter for a business tax receipt.

After a public hearing the Village Commission may grant a receipt if all of the appropriate documents required have been filed with the Village <u>Clerk</u>, <u>Manager</u>, or <u>his designee</u>. Any nonprofit corporation or private foundation requesting an exemption from the requirements for a business tax receipt under this subchapter shall file with the Village <u>Clerk</u>, <u>Manager</u>, or <u>his designee</u>, copies of all supporting documents filed with the Secretary of State or the Internal Revenue Service of the United States to obtain such tax exempt status, and any other records and information that may be required by the <u>Clerk</u>, <u>Manager</u>, or <u>his designee</u>, as set forth in §§ 115.30 through 115.39 governing solicitation by religious organizations in the Village.

* * *

§ 110.02 - Term of business tax receipts.

Receipts shall be issued by the Village <u>Clerk Manager, or his designee,</u> for a period of one year, October 1 to September 30, and the taxes shall be payable at his office on October 1 of each year. After April 1 of any year the Business tax receipt fee shall be one-half of the yearly fee.

* * *

§ 110.10 - Business tax schedule.

- (A) The business taxes set forth in the schedule contained in division (B) of this section upon the following businesses, professions and occupations in the Village, are imposed, the said tax being payable annually, beginning October 1 each year and shall expire on September 30th the following year, unless otherwise specified and upon the issuance of a receipt which shall be issued or denied upon the procedure set forth herein below:
 - (1) Procedures for issuance. No business tax receipt shall be issued or granted to any person to engage in any business named, identified or encompassed by this chapter unless an application is filed with the Village Clerk Manager, or his designee, on forms provided for that purpose, disclosing the following:

* * *

- (e) The application shall contain a section designated "emergency locator." The applicant shall fill out as part of the Business tax receipt application the names, business and resident addresses and resident and business phone numbers of the owner or owners, and the manager or other persons to be notified in case of fire or other emergencies. Any changes in such information during the period for which the receipt is issued shall be made to the Village Clerk Manager, or his designee, in writing.
 - * * *
- (j) The business tax receipt shall be signed by the Village Clerk Manager, or <u>his designee issuing the same</u>.
- (B) Business taxes for the following businesses, occupations, or professions are levied and imposed as follows:

* * *

* * *

(33) COIN-OPERATED MERCHANDISE OR SERVICE VENDING MACHINES, except machines vending newspapers, drinking cups or postage stamps not otherwise provided for herein (distribution) 125.00

Each \$0.01 machine 6.50

Each \$0.02 through \$0.15 machine 6.25

Each machine \$0.16 and over\6.25

Provided, further, that any person placing and maintaining any coin-operated newspaper vending machine or device in any public place shall procure and file with the Village <u>Clerk Manager</u>, or his designee, a liability insurance policy insuring such person for injury to the public caused by such machines in the sum of \$10,000.00 for injury to any one person in the same accident, and \$20,000.00 for injury to more than one person in the same accident, and \$1,000.00 property damage in any one accident.

(75) MUSIC BOXES, MECHANICAL PHONOGRAPHS, CONSOLES, JUKE BOXES or other similar machines. Every person selling, leasing or renting one or more music box, mechanical phonograph, console, juke box, or other similar machine along or in conjunction with any other business shall, as a prerequisite, be required to pay business taxes as follow:

* * *

(c) For operating a music box, mechanical phonograph, console, juke box, or other similar machine where the operator thereof is not engaged in the business of selling, leasing, or renting any of such devices and where the operator of such device is the owner, thereof, there shall be paid a business tax 125.00

Provided, however, that where such music box, mechanical phonograph, console, juke box or other similar machine is operated by coin receiving remote control selector unit or device used in connection with such music box, mechanical phonograph, console, juke box, or similar machine an additional business tax\12.25

Provided, however, that before any such music box, mechanical phonograph, console, juke box, or other similar machine is so operated or used, a metal tag for each of same must be obtained from the Village Clerk-Manager, or his designee and must be affixed to the instrument or machine in a conspicuous place by the business tax receipt, such tag to be numbered serially and bear such appropriate inscription as the Village Clerk Manager, or his designee, may designate. Failure by the receipt holder to affix or cause to be affixed such tags to such instrument machine so certificated shall constitute a violation of this chapter.

* * *

§ 110.12 - Regulations covering coin-operated machines.

* * *

(B) At any time prior to the holding of such sale, the person owning such machine or device may, upon proof of ownership as evidenced by bill of sale or other evidence satisfactory to the Chief of Police, obtain such machine or device upon payment to the Village Clerk Manager, or his designee, the sum of \$100.00 plus all costs and expenses incurred by the Village for the transportation and storage of the machine or device and publication of notice, if any, in connection with the confiscation of such machine or device; provided, however, that the device shall be returned without cost or penalty if the owner establishes that the required information was posted in accordance with this section and that the device was regularly inspected for such compliance.

<u>Section 3.</u> <u>Conflict.</u> All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

<u>Section 4.</u> <u>Severability.</u> That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but

they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

<u>Section 5.</u> <u>Inclusion in Code.</u> The provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word

Section 6. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be needed to implement the purpose and provisions of this Ordinance

Section 7. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Commissioner _____

who moved its adoption on first reading. This motion was seconded by Commissioner ______ and upon being put to a vote, the vote was as follows:

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

PASSED on first reading on this _____ of _____, 2019.

PASSED AND ENACTED on second reading on this _ day of _____, 2019.

ATTEST:

Brent Latham, Mayor

Elora Riera, CMC Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL INTERIM VILLAGE ATTORNEY

ITEM NO. **10C**



North Bay Village Recommendation Memorandum

- DATE: May 14, 2019
- TO: Honorable Mayor, Vice Mayor and Members of the Village Commission
- FROM: Elora Riera, CMC Village Clerk
- THROUGH: Elora Riera, CMC Village Clerk
- SUBJECT: Commission Meeting and Agenda Procedures

<u>REQUEST</u>

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, UPDATING AND RESTATING PROCEDURES AND STANDARDS FOR COMMISSION MEETINGS AND AGENDA ITEMS AND NOTICES RELATED THERETO; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

The Commission most recently updated its procedures in 2017 and 2018 via Resolutions 2017-32 and 2018-45, respectively. The Commission periodically updates its procedures, working towards best practices for the expedient, transparent, and efficient addressing of Village business.

Revisions are underlined and stricken through in the attached drafted resolution.

FINANCIAL IMPACT

None.

BUGETARY IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.

RECOMMENDATION

The Village Clerk recommends that the Village Commission approves the resolution.



RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, UPDATING AND RESTATING PROCEDURES AND **STANDARDS** FOR COMMISSION MEETINGS AND AGENDA ITEMS AND NOTICES **RELATED THERETO; PROVIDING FOR IMPLEMENTATION;** PROVIDING FOR **CONFLICTS**; PROVIDING FOR SEVERABILITY: AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 3.09 of the Charter and Section 30.05 of the Code of Ordinances of North Bay Village (the "Village") require the Village Commission to establish meeting and agenda procedures, including, but not limited to, order of business, notice requirements, and agenda item submittal requirements.

WHEREAS, the Commission periodically updates its procedures, working towards best practices for the expedient, transparent, and efficient addressing of Village business; and

WHEREAS, the Commission most recently updated its procedures in 2017 and 2018 via Resolutions 2017-32 and 2018-45, respectively; and

WHEREAS, the Commission desires to further update its procedures to take into account technology methodologies that make communication with the public, the Commission, and Village staff faster and more efficient; and

WHEREAS, by the Resolution, the Commission will update and restate the procedures and standards for Commission Meetings and agenda items and notices related thereto.

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

Section 1. <u>Recitals.</u> The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Commission Meeting and Agenda Procedures. The Village Commission Meeting and Agenda Procedures are hereby updated, amended, and restated as follows:

1. **Regular meetings; notice.**

A. *Meetings.* The Village Commission shall hold one regular meeting per month on the second Tuesday at 6:30 PM, unless the Commission, by majority vote, elects not to have a regular meeting in the month of July or the month of August for the purposes of allowing summer vacations.

The Village Commission may hold a second regular meeting each month, called by the Village Manager or Acting Village Manager whenever, in his or her opinion, the public business may require it or at the express written request of the Mayor or any two members of the Commission, as necessary for the orderly conduct of Village business. Quasi-judicial matters, as defined in Chapter 29, Section 29 02(a) of the Code of Ordinances, may be heard at any regular or special meeting of the Commission.

B. *Notice*. Notice of each regular meeting of the Village Commission shall be published at least four days prior to such meeting in a newspaper of general circulation within the Village <u>on</u> the Village's website, on conspicuous locations at or in Village Hall, and made in any other manner deemed appropriate by the Village Manager, including, but not limited to, social media platforms.

(1) Pending notices of meetings of the Civil Service and Planning and Zoning Boards shall be included in such notices without time limitation.

(2) The Village Manager shall also maintain signs on the public right-of-way, announcing such meetings prior to 8:00 AM on the day of each meeting, and notice of all commission meetings and boards shall be posted in a conspicuous place in Village Hall at least 24 hours before said meeting.

2. Special meetings.

As provided in Section 30.03 of the Code of Ordinances, the Village Manager or Acting Village Manager shall call special meetings of the Village Commission whenever in his or her opinion the public business may require it; or at the express written request of any two members of the Commission. Whenever a special meeting shall be called, a notice in writing signed by the Village Manager or Acting Village Manager shall be served on each member of the Commission either in person or by notice left at his/her place of residence electronic mail to each member of the Commission's official Village email address, stating the date and hour of the meeting and the purpose for which the meeting is called, and no business shall be transacted thereat, except such as is stated in the notice.

3. Meetings open to the public.

All meetings of the Village Commission shall be open to the public pursuant to the "Government in the Sunshine Law."

4. Workshop Meetings.

The Village Commission may meet at least once every three months in a workshop to be conducted as a public meeting, but without public comment, except as public comment may be permitted by the Chair or majority vote of the Village Commissioners present. Additionally, the Village Commission may call additional workshop meetings as needed. A workshop may be recessed to a later date certain which is announced at the workshop. The Village Commission shall discuss the agenda items and provide feedback, but shall not take action at workshops. The Village Manager shall attend the workshop, prepare an agenda with appropriate backup, and assure that relevant staff persons are present for the items on the agenda. The Village Attorney shall attend workshops.

5. Agenda.

A. Agenda items. All reports, communications, ordinances, resolutions, contract documents, or other matters to be submitted to the Village Commission shall be delivered to the Village Manager no later than ten (10) seven (7) prior to the scheduled Commission Meeting and shall be accompanied by, or in the form of, a signed memorandum from the party submitting the materials. No additional items shall be added to the agenda after the agenda closing date unless it is deemed to be an emergency as provided below.

All agenda items, including materials in support of the agenda item, are to be submitted to the Village Attorney, the Finance Director, and the Village Planner, if required, for review and submittal of their recommendation to the Village Manager. The final agenda shall be distributed to the members of the Village Commission no later than five (5) business days prior to the Village Commission meeting. Matters of an urgent or emergency nature may be presented to the Commission without strictly complying with these requirements, and such emergency matters shall be heard by the Village Commission if a majority of the Commission approves.

B. *Who may place.* The Mayor, Village Commissioners, Village Manager, and Village Attorney are authorized to place matters on the agenda of the Village Commission Meeting for discussion and/or approval by the Village Commission. <u>Proclamations, awards, and other commendations must be placed on Commission agendas and approved before being presented or awarded to the recipient.</u>

C. *Manager meeting with Commissioners.* The Village Manager shall make available an opportunity for an individual meeting with each member of the Commission prior to each Commission meeting for presentation and discussion of the agenda items.

D. Order of business; Consent agenda. The Village Manager shall prepare the order of business. Items which, in the opinion of the Village Manager or the Village Commission, are non-controversial and may be handled and implemented without necessity for discussion shall be placed on the Consent Agenda. Unless a Commission Member specifically requests that an item be removed from the Consent Agenda, such items shall be approved and adopted by a single motion and roll call vote. Any item deemed not to be ready for discussion or approval by the Commission shall be pulled from the Agenda at the Village Commission meeting.

E. *Taking items out of order.* Upon request by the Mayor or a Commissioner, items on the agenda may be moved out of sequence in order to expedite the matters before the Village Commission, or assure that items that are related to each other are considered in context.

6. Presiding officer.

A. *Who may preside.* The Mayor, or in the Mayor's absence, the Vice-Mayor act as the presiding officer and shall take the chair at the hour appointed for the meeting and call the Village Commission to order. In the absence of the Mayor and Vice- Mayor, the Village Manager or Acting Village Manager shall call the Commission to order, whereupon an acting chairman shall be elected by the members of the Commission present. Upon the arrival of the Mayor or Vice- Mayor, the acting chairman shall immediately relinquish the chair upon the conclusion of the business immediately pending before the Commission.

Where appropriate, references to the Mayor will be considered references to the Presiding Officer.

B. *Decorum; Questions of order.* The presiding officer shall preserve strict order and decorum at all regular and special meetings of the Commission. He or she shall state every question coming before the Commission, announce the decision of the Commission on all subjects and decide all questions of order, subject however to an appeal to the Commission, in which event a majority vote of the Commission shall govern and conclusively determine such question of order.

7. Roll call; quorum.

Before proceeding with the business of the Village Commission, the Village Clerk shall call the roll of the members, and the names of those present shall be entered in the minutes. A majority of the Commission shall be necessary to constitute a quorum, but less than a quorum may adjourn or recess to a specified time, pursuant to§ 3.09 C. of the Charter.

8. Order of business.

A. *Regular meetings of the Commission.* Regular meetings of the Village Commission shall be held at least once per month. Regular Commission meetings may be cancelled, postponed, or the time of commencement changed by a majority vote of the Commission, provided that the Charter requirement of one meeting per month is met.

B. Order of Agenda. Village Commission shall convene on the day and time of each regular meeting, and take up the business of the Commission in the following order unless changed by action of a majority of the Commission. Certain matters may be given a certain time for consideration.

- (1) Call to Order, <u>Roll Call</u>, and <u>Pledge of Allegiance</u>.
- (2) <u>Order of Business.</u>
- (3) <u>Presentations.</u>
 A. Proclamations and Awards.
 B. <u>Special Citizen-Presentations to Commission.</u>
 C. Additions and Deletions.
- (4) <u>Open Forum. Good & Welfare</u>
- (5) Approval of Commission Minutes.
- (6) Grant Writer's <u>Written</u> Report.
- (7) Advisory Board <u>Minutes/Written Reports.</u>
- (8) Village Commission's Report.

- (9) Village Attorney's Report.
- (10) Village Manager's Report.
- (11) Consent Agenda.
 <u>A. Staff Items.</u>
 <u>B. Proclamation/Award/Village Key Requests.</u>
- (12) <u>Discussion/Action Items.</u>
 A. Unfinished Business.
 B. New Business.
- (13) First Reading of Ordinances.
- (14) Public Hearings.
- (15) Adjournment.

9. Approval of minutes.

Unless a reading of the minutes of a Village Commission meeting is requested by a member of the Commission, the minutes may be approved without reading if each member has been furnished with a copy of the minutes at least three (3) days prior to the meeting.

10. Rules of debate.

A. *Presiding officer not deprived of rights as commissioner.* The Mayor or Vice- Mayor, or such other member of the Village Commission as may be presiding, may move, second, and debate from the chair, subject only to such limitations of debate as are by these rules imposed on all members and shall not be deprived of any of the rights and privileges of a commissioner by reason of his acting as the presiding officer.

B. Obtaining the floor. Every member desiring to speak shall address the chair, shall be recognized by the presiding officer, and shall confine himself to the question under debate, avoiding all personalities and indecorous language.

C. *Interruptions.* A member, once recognized, shall not be interrupted when speaking unless it is to call him or her to order, or as herein otherwise provided. If a member while speaking is called to order, he or she shall cease speaking until the question of order is determined and, if in order, he or she shall be permitted to proceed.

D. *Motion to reconsider.* A motion to reconsider any action taken by the Commission may be made only on the day the action was taken or at the next meeting of the Commission whether a regular or special meeting. The motion must be made by one of the prevailing side, but may be seconded by any member and may be made at any time and have precedence over all other motions or while a member has the floor; it shall be debatable.

E. *Recorded remarks of commissioner.* A commissioner may request, through the presiding officer, the privilege of having an abstract of his statement on any subject under consideration by the Commission entered in the minutes.

F. *Synopsis of debate.* The Village Clerk may be directed by the presiding officer, with consent of the Commission, to enter in the minutes a synopsis of the discussion on any question coming regularly before the Commission.

G. *Limitation on debate.* Upon motion duly adopted by a majority of the Commission, debate on any one subject before the Commission may be limited to seven (7) minutes per member of the Commission, at the expiration of which the pending question will be moved to a vote.

H. *Parliamentary procedure.* Any issue of procedure not addressed in these procedures shall be governed by the rules of procedure provided by Robert's Rules of Order, Newly Revised, in the most current edition. Unless objection thereto is made by some member of the Village Commission, the Mayor may refrain from a too rigid enforcement of such rules, to the end of expediting the transaction of business. '

11. Voting; filing of reasons.

A. *Roll call vote.* The Village Clerk shall call the roll commencing with the commissioner seated immediately adjacent to the right of the commissioner who made the motion under consideration, followed by the Commissioner who seconded the motion, then remaining commissioners in alphabetical order, and concluded by the Mayor, provided that the Mayor has not made or seconded the motion. All commissioners shall vote "yes" or "no", or "aye" or "nay" in accordance with the provisions of state law. The records of the roll call vote shall be incorporated in the minutes of the meeting.

B. *Reasons for vote.* Upon the conclusion of any vote, any member of the Village Commission shall have the right to have the reasons for his or her vote entered upon the minutes.

12. Motion to table or adjourn.

A. *Table.* A motion to table any matter then under consideration, except during a public hearing, shall always be in order and decided without debate.

B. *Adjourn.* A motion to adjourn shall always be in order and decided without debate.

13. Decorum.

A. *Commission members.* While the Village Commission is in session, the members must preserve order and decorum and a member shall, neither by conversation or otherwise, delay or interrupt the proceedings or the peace of the Commission or disturb any member while speaking or refuse to obey the orders of the Commission or its presiding officer, except as otherwise herein provided.

B. *Disruptive behavior.* No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. No signs or placards shall be allowed in the Commission chamber. Persons exiting the Commission chamber shall do so quietly. No person other than the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the presiding officer. No questions shall be asked of a commission member, except through the presiding officer. The presiding officer or the parliamentarian may order the removal of any person interfering with the commission meeting; providing such officer has first issued a warning that continued interference of the orderly process of the meeting will result in removal.

Public comment. Individuals wishing to speak on agenda items shall fill out a speaker's card and comply with the requirements herein for addressing the Commission.

C. <u>Special Citizen's Presentations</u>. Interested parties or their authorized representatives shall be entitled to may be placed on the agenda of a Commission Meeting for a special presentation to the Commission. Only the Mayor, Commissioners, Village Manager and Village Attorney may place a special presentation citizen on the Commission agenda. The deadline for placing a special presentation citizen on the agenda is 12:00 PM seven (7) days before on the Monday of the week preceding the week of the meeting at which said citizen wishes to be heard. No action may be taken by the Commission on an item heard as a citizen's presentation, unless four-fifths (4/5) of the members present deem that the issue requires immediate Commission action.

D. Addressing Commission, manner and time.

A. The Village Clerk shall prepare appropriate registration cards, which will indicate the speaker's name, address, the time the speaker registered, and the agenda item on which he or she is speaking, and whether he or she is speaking in favor of or against a proposed item.

B. On the day of the Commission meeting, a person desiring to speak shall registered with the Village Clerk, at least fifteen (15) minutes prior to the commencement of the discussion of the item of the Commission meeting at which the person is seeking to speak. Person who fail to register may speak at the discretion of the Mayor of the meeting or the majority of the Commission.

C. Failure to comply with the registration provisions of this Resolution shall prohibit a person from speaking on any item for which he or she is not timely and properly registered, unless permitted by the presiding officer.

Each person, other than members of the Village administration, who addresses the Commission, shall step up to or present themselves at the speaker's podium and give the following information in an audible tone of voice for the minutes:

- <u>(1)</u> Name;
- (2) Address and if the agenda item concerns a planning and zoning matter, whether the person is a property owner or lessee;
- (3) Whether the person speaks on his or her own behalf, a group of persons, or a third party; or if the person represents an organization.
- (4) Whether the person is receiving compensation and has registered as a lobbyist; and
- (5) Whether the person or any immediate family member has a personal or financial interest in the pending matter, other than set forth in (d).

Public discussion at public hearings or at items which are opened to public discussion shall be limited to three (3) minutes maximum per person; however, the presiding officer may authorize the extension of the aforesaid time frame, after due consideration for the substance, content, and

relative importance of the subject. No person other than the Commission and the person recognized by the presiding officer as having the floor, shall be permitted to enter into discussion without the permission of the presiding officer. All questions from the public to the Commission shall be addressed through the presiding officer. No person, except Commission members or their representatives shall be permitted on the dais during Commission meetings, unless authorized by the presiding officer or a majority of the Commission.

14. Good and welfare citizen presentations to commission.

Any person desiring to address the Commission shall first secure the permission of the presiding officer to do so.

A. *Written communications.* Interested parties, or their authorized representatives, may address the Commission by written communication in regard to matters then under discussion, a copy of which shall be provided to the Village Clerk.

B. *Oral communications.* Interested parties or their authorized legal representatives may address the Commission under Good and Welfare on any matter concerning Village business, or any matters over which the Commission has control as provided for herein.

C. Quasi-judicial hearings. The Village Commission shall allow parties sufficient time to present their case in quasi-judicial hearings, provided that no one shall be allowed to speak more than thirty (30) minutes, without a vote to continue from a majority of the members of the Commission present.

15. Public safety discussion.

The chief of the Village's Police, and if needed, fire and emergency medical service providers will attend each regular Commission meeting, and be available to answer questions from the Commission on their activities during this section of the agenda.

16. Public hearings.

As provided in Section 30.06 of the Code of Ordinances, whenever a public hearing is held pursuant to the Charter or ordinance or by direction of the Village Commission, the presiding officer shall read the title of the item on which the public hearing will be held. The presiding officer shall then recognize any interested persons or their authorized representatives, who may address the Commission in regard to the matter then under consideration. During the public hearing there shall be no debate by the Commission, although questions may be asked of the persons making such presentation by commissioners. Upon the conclusion of the presentation of the views by the public, the presiding officer shall declare the public hearing closed and the Commission may take action upon the subject matter of the public hearing.

If the Commission proposes to take any type of action, which was not on the published meeting agenda or added to the agenda prior to public comment, the Commission shall provide the opportunity for public comment on the issue prior to taking any action. Public comments shall be

maintained at no more than three minutes per person, unless the Commission authorizes a different amount of time.

17. Maintenance of records; parliamentarian.

The Village Clerk shall maintain time records. The Village Attorney shall serve as parliamentarian and shall advise and assist the presiding officer and Commission in matters of parliamentary procedure.

18. Sergeant-at-arms.

The North Bay Village Police Chief, or such other sworn police officer as the Police Chief designates, shall be the sergeant-at-arms for each Commission Meeting. They shall carry out all orders and instructions given by the presiding officer or parliamentarian for the purpose of maintaining order and decorum at the Commission meetings, including removing any person from the chambers; including a Commission member, interfering with the Commission meeting; providing such officer has first issued a warning that continued interference of the orderly process of the meeting will result in removal.

* * *

Section 3. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. <u>Severability.</u> If any word, clause, phrase, sentence, paragraph, or section of this Resolution is held to be invalid by a Court of competent jurisdiction, such declaration of invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or section of this Resolution.

Section 5. <u>Conflicts.</u> Any resolutions or parts thereof found to be in conflict with any provision of this Resolution are hereby repealed.

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

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

Mayor Brent Latham_____Vice Mayor Marvin Wilmoth_____Commissioner Jose R. Alvarez_____Commissioner Andreana Jackson_____Commissioner Julianna Strout_____

PASSED AND ADOPTED this ____ day of _____, 2019.

ATTEST:

Brent Latham, Mayor

Elora Riera, CMC Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL INTERIM VILLAGE ATTORNEY



North Bay Village Recommendation Memorandum

- DATE: May 14, 2019
- TO: Honorable Mayor, Vice Mayor and Members of the Village Commission
- FROM: Ralph Rosado, Interim Village Manager

THROUGH: Ralph Rosado, Interim Village Manager

SUBJECT: Prohibiting the Planting of Invasive Plant Species

<u>REQUEST</u>

There are many ways in which the introduction of non-native or exotic species negatively affects our environment and the diversity of life on our planet. The statistics are troubling, and more attention must be paid to the problem and devising a solution before the cost is more than we can bear. Invasive species cause more damage than some pollutants. Almost half of the native species in America are endangered because of invasive species.

- Compared to other threats to biodiversity, invasive introduced species rank second only to habitat destruction, such as forest clearing.
- Of all 1,880 imperiled species in the United States, 49% are endangered because of introduced species alone or because of their impact combined with other forces.
- In fact, introduced species are a greater threat to native biodiversity than pollution, harvest, and disease combined.
- Further, through damage to agriculture, forestry, fisheries, and other human enterprises, introduced species inflict an enormous economic cost, estimated at \$137 billion per year to the U.S. economy alone.
- Of course, some introduced species (such as most of our food crops and pets) are beneficial. However, others are very damaging.

RECOMMENDATION

Approval of ordinance on first reading.

ORDINANCE NO. 2019-

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCE BY THE CREATION OF SECTION 100.03, **"PROHIBITED VEGETATION**": PROHIBITING THE PLANTING OF INVASIVE PLANT SPECIES; PROVIDING PROVIDING FOR PENALTIES; FOR CONFLICTS: PROVIDING FOR SEVERABILITY: PROVIDING FOR INCLUSION IN THE CODE: PROVIDING FOR **IMPLEMENTATION**; AND PROVIDING FOR AN **EFFECTIVE DATE**

WHEREAS, the Commission of North Bay Village (the "Village") recognizes that the ecosystem of South Florida, especially those of coastal communities, is very sensitive to a variety of factors, including, but not limited to the introduction of foreign plants and animals; and

WHEREAS, the Commission desires to help improve the environment and Florida's ecosystem, as well as mitigate public hazards and other undesirable conditions caused by plantings, by prohibiting the planting and uncontrollable growth of invasive plant species; and

WHEREAS, the Commission finds that the passage of this Ordinance will protect property, promote public and environmental health, and otherwise be in the best interest of the community.

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

Section 1. Recitals Incorporated. The above-stated recitals are hereby confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. <u>Village Code of Ordinances Amended.</u> Chapter 100 of the North Bay Village Code of Ordinances, entitled "Tree Preservation and Protection," is hereby amended to read, as follows:

Chapter 100 - TREE PRESERVATION AND PROTECTION

* * *

§ 100.03 - Prohibited vegetation.

(A) It shall be unlawful for those plant species defined as exotic pest plants, nuisance species, and/or invasive species, in Chapter 24 of the Miami-Dade County Code and/or the Miami-Dade County Prohibited Plant Species List, as amended, with scientific nomenclature as set forth in Wunderlin, Richard P. and Hansen, Bruce F., Guide to the Vascular Plants of Florida, 2nd Ed. University of Florida Press, Gainesville, FL. (2003), a copy of which shall be maintained by the Director or Director's designee and available for review by the public, to be planted within the Village and, if already in existence within the Village, to be maintained in such a way as to avoid a nuisance to surrounding properties, public hazards, and/or the disruption of public rights-of-way or infrastructure.

(B) The foregoing prohibited vegetation shall be required to be removed for on sites being redeveloped pursuant to a site plan approval. The removal of prohibited vegetation shall be in conjunction with proposed land clearing contingent upon site plan approval, unless the director of the department of planning and zoning determines that the removal of the prohibited plant species meets the purpose and intent of these regulations. The sale of prohibited plant vegetation is not permitted within the Village.

(C) In addition to those species incorporated by reference above, due to intrusiveness into water/sewer lines, invasive growth habits and/or the lack of ability to withstand significant winds, the following species shall also be prohibited:

(1) Ficus (all species except Ficus aurea, Ficus citrifolia, Ficus repens, Ficus rubiginosa, Ficus pumila and Ficus macrophylla);
 (2) Australian Pine;
 (3) Black Olive; and
 (4) Eucalyptus.

Any prohibited vegetation that currently exists on private property as of the date of passage and adoption of this Ordinance shall be allowed to remain but may not be replaced for any reason, including, but not limited to the death, significantly damage or destruction of the prohibited vegetation, without regard to cause. Otherwise, the

prohibited vegetation must be kept in accordance with section (A) and (B) herein.

(D) Failure to adhere to the provisions of this Ordinance shall be deemed a citable violation of the Village Code, as determined by the Village's Code Enforcement Department, pursuant to Chapter 153 of the Village Code, and shall face fines and other penalties as provided therein.

* * *

<u>Section 3.</u> <u>Conflict.</u> All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

<u>Section 4.</u> <u>Severability.</u> That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

<u>Section 5.</u> <u>Inclusion in Code.</u> The provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word

Section 6. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be needed to implement the purpose and provisions of this Ordinance

Section 7. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Commissioner _____

who moved its adoption on first reading. This motion was seconded by Commissioner ______ and upon being put to a vote, the vote was as follows:

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

PASSED on first reading on this _ of _____, 2019.

PASSED AND ENACTED on second reading on this _ day of _____, 2019.

ATTEST:

Brent Latham, Mayor

Elora Riera, CMC Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL INTERIM VILLAGE ATTORNEY



North Bay Village Recommendation Memorandum

DATE: May 14, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ana Deleon, Human Resources Coordinator

SUBJECT: Hiring of New Public Works Director - Jose Olivo, P.E.

REQUEST: This request is to confirm the appointment of Mr. Jose Olivo to the position of Public Works Director. A panel consisting of Interim Village Manager, Dr. Ralph Rosado, Mark Spanioli, P.E., Public Works Director of Village of Pinecrest, Steven Williamson, City of Miami Director of Capital Improvements and North Bay Island resident Luis Torrego interviewed three candidates for the Public Works Director position on April 22, 2019. After further review of interviewed candidates the panel's recommendation is that Mr. Jose Olivo be hired to fill the position as Public Works Director.

BACKGROUND AND ANALYSIS: Mr. Olivo is a Civil Engineer, with a Master of Science Degree in Civil Engineering from Florida International University and a Bachelor of Science Degree from Florida Institute of Technology. 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.

BUGETARY IMPACT (Finance Dept.): Finance Director Bert Wrains, request that the Commission approve the addition of \$44,000 for salary cost and \$17,500 to personnel related expenses for the Public Works Director position. This is funded 100% in the Utility Fund budget from May 15 through September 30, 2019.

PERSONNEL IMPACT: The position of Public Works Director will provide day to day administrative oversight of the Public Works Department to include sanitation, water and sewer personnel, infrastructure and road work improvement projects. Mr. Olivo is a Civil Engineer and will be able to provide the Village with in-house engineering and oversight and review of plans.

<u>RECOMMENDATION</u>: Adopt a resolution to confirm the Public Works Director position effective May 15, 2019.

RESOLUTION NO. 2019-013

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 4.01 OF THE VILLAGE CHARTER, CONFIRMING THE APPOINTMENT OF JOSE OLIVO, PE, AS THE PUBLIC WORKS DIRECTOR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Interim Manager of North Bay Village has recognized the need to

employ a full time, permanent Director of Public Works; and

WHEREAS, the Interim Village Manager has selected Jose Olivo, PE, as the Village's

Public Works Director; and

WHEREAS, pursuant to Article 4, Section 4.01(G)(2) of the Village Charter, the Director

of Public Works must be confirmed by the Village Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF

NORTH BAY VILLAGE, FLORIDA AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Appointment. Pursuant to Section 4.01 of the Village Charter, the appointment of Jose Olivo, PE, as Director of Public Works, effective May 15, 2019, as made by the Interim Manager, is hereby approved.

Section 3. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

upon adoption.

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of May, 2019.

Brent Latham, Mayor

ATTEST:

Elora Riera, CMC Village Clerk

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

By: _____ Weiss Serota Helfman Cole & Bierman, PL Interim Village Attorney

North Bay Village Resolution 2019-013: Director of Public Works - Jose Olivo, PE

Jose H. Olivo Jr. (Professional Civil Engineer)

EDUCATION

Bachelors Degree in Civil Engineering, 1991, Florida Institute of Technology, Melbourne, FL. Master's Degree in Civil Engineering, 1995, Florida International University, Miami, FL.

CERTIFICATION

New York P.E. License No. 81546 Florida P.E. License No. 61561 Florida G.C. No. CGC1505237

QUALIFICATIONS

Over 20 years of combined experience working in the private and public sector as Design Engineer, Project Manager, City Engineer and Public Works Director. Experience includes design and management of a vast number of capital improvement projects in land development, municipal civil infrastructure facilities, infrastructure operations/maintenance, and transit/roadway transportation engineering and municipal support services.

WORK HISTORY

DISAmerica Consulting Group, Inc., Miami, FL	(2015 - Present)
Public Works Director/City Engineer for City of Doral, FL	(2009 - 2015)
Public Works Director/City Engineer for City of South Miami, FL	(2007 - 2009)
Project Manager for AECOM (Spillis Candela DMJM Aviation)	(2004 - 2007)
Project Manager for South Florida Resource Conservation & Development Council	(2001 - 2004)
Project Manager for Turner, Collie & Braden	(2000 - 2001)
Design Engineer for Kunde, Sprecher & Assoc.	(1998 - 2000)
Design Engineer for Corzo, Castella, Carballo & Thompson	(1997 - 1998)
Design Engineer for Milian, Swain & Assoc.	(1995 - 1997)

WORK EXPERIENCE:

Served as Public Works Director for the City of Doral Public Works Department to oversee the operation, administration and maintenance of City's public works municipal services and direct engineering and construction of City's capital improvement plan, which included roadway, transit, stormwater, canal bank stabilization and vertical building infrastructure projects.

Key Capital Improvement Projects directed: Design/Build NW 33 St. Widening Reconstruction (NW 87 Ave.-NW 97 Ave.), NW 112th Ave. Roadway (NW 79 Ln.- NW 82 St.), NW 114 Ave. Roadway Improvements (NW 39 St- NW 41 St), NW 87 Ave./NW 33 St. Intersection Improvements, NW 117 Ave. Stormwater Improvements (NW 50 St.- NW 58 St.), NW 50th St. Bike Path, Doral Trolley System, NW 97 Ave. Roadway Improvements (NW 74 St-NW 70 St.), and Police/Public Works Facility Expansion.

Served as Public Works Director/City Engineer for the City of South Miami Public Works Department. Responsible for planning, organizing and overseeing the activities of building maintenance, engineering, parks, landscaping, solid waste and street maintenance divisions. Responsible for directing and coordinating Capital Improvement Projects, managing City's design Consultants and Contractors for all transportation and stormwater projects.

Key Capital Improvement Projects directed: Sunset Drive (SW 72 St.) Improvements (U.S. 1 – SW 62 Ave.), SW 58th Ave. roadway Improvements (SW 74 Terr.-SW 80 St.) and SW 66 St. Infrastructure Improvements (SW 59 PI. – SW 57 Ave.)

PROJECT EXPERIENCE:

NW 104 Ave. Widening Project, City of Doral, FL - Provided engineering services for design and preparation of roadway, drainage, utility coordination, pavement signing and marking plans as well as wetland mitigation required to construct the additional roadway section within the remaining portion of public r/w along NW 104 Ave. from NW 70th St. to NW 68 Ter. Proposed improvements were designed in accordance with the requirements, standards and specifications of the City of Doral, Miami-Dade County and FDOT, where applicable. Currently, NW 104th Avenue at this location is a (2) lane paved road that will be widened to a (3) lane paved roadway section, with curb and gutter, sidewalk and bike lanes. Work included review of existing site conditions, survey plans prepared by others and utility coordination by providing plans to each utility company known to operate within the project area.

NW 33 St. Sidewalk Improvements, City of Doral, FL - Provided engineering services for design and preparation of construction documents for 650 LF of new sidewalk with 2' curb and gutter along the north side of NW 33rd Street from NW 104th Avenue to Torremolinos Ave. Work included stormwater utility coordination with City of Doral Public Works, review of existing site conditions, survey coordination, typical section, sidewalk and curb/gutter layout plan and details, review of drainage and travel lane flood spread limits to confirm no additional curb inlet structures and drainage was necessary. Proposed improvements were designed in accordance with the requirements, standards and specifications of the City of Doral, Miami-Dade County and FDOT, where applicable.

SW 48th Avenue Bikeway Facilities Enhancement Project, City of West Park, FL –Provided engineering services for design schematics of new pedestrian and bikeway facilities along existing SW 48th Avenue (2 lane road) from County Line Road to Pembroke Road (SR 824). Project included design and preparation of conceptual typical roadway sections and plan views showing cross-slopes, 10' (min.) travel lanes, 5' bike lanes, swales and sidewalk with 12" stabilized subgrade to remain, 1" milling & resurfacing, new 8" lime rock base widening, new structural pavement course for pavement widening and a new 16' landscaped median and associated swale restoration.

City Monument Sign and Fountain, City of West Park, FL – Project Manager providing bidding assistance, construction inspections and administration services for City of West Park Monument Sign and Fountain project to be constructed at the SE corner of SR 441 and Pembroke Rd. intersection. Services included assistance with preparation of bid package, attend pre-bid meeting, RFI's, review of bids, bid tabulation, construction inspection and administration.

NW 82 Street Green Color Bike lanes (NW 114 Path to NW 107 Ave.), City of Doral, FL

Served as Senior Engineer for the design and preparation of green bike lanes pavement marking plans along NW 82 Street from NW 114th Path to NW 107 Ave. Pavement marking plans included approximately 5,000 LF of green bike lanes with applicable signage and details. All pavement marking plans were completed in accordance with MUTCD guidelines and FDOT Index no. 17346 and 17347.

Intersection Truck Turning Assessment, City of Doral, FL

Served as Senior Engineer to conduct an engineering study for various City intersections to identify deficiencies related to freight movement and determine if safety and operational improvements are necessary. Scope of work included the field survey and identification of potentially deficient truck turning radii at intersections that were deficient by checking for broken curbs and sidewalks, damaged swale areas, tire tracks visible on curb and sidewalk, damage to infrastructure (e.g. fire hydrants, traffic boxes, etc.), streetscape and private property, damage to pedestrian signal heads, signal mast arm columns, traffic signs and guardrails. In addition, aerial imagery and computer software was used to evaluate truck turning operations by simulating the turning path of a Florida Interstate Semi-Trailer (WB-62FL) at less than 10 mph to determine if the existing geometry was sufficient for large trucks turning right at intersections.

Broad Canal Restoration, City of South Miami, FL

Served as Project Manager for the design and construction repairs and restoration of Broad Canal. Specific tasks included design, review and preparation of construction drawings for canal dredging of accumulated sediment, new



boat maintenance ramp, culvert inspection reports, canal embankment repairs using stone rip rap and cement sand rip rap, culvert headwall repairs per Miami Dade County PW standards. Other tasks included review of sediment sampling reports, preparation of bid documents, technical specifications and construction cost estimates.

Master Water Meter No. 4 (NW 108th Avenue at NW 106 Street), Town of Medley, FL

Served as Design Project Engineer. Responsible for engineering design of a new 10" master water meter installation, associated piping and connection to existing 12" and 16" water mains by removing existing plugs and installing reducers, bends, tees, and valves. Project included the preparation of plan and profile construction drawings and details for connecting water mains, tapping sleeve and valves and 10" master meter vault (6'x6' concrete) in accordance with Miami Dade Water & Sewer Standards.

East Areas Water Distribution System, City of Opa-Locka, FL

Served as Design Project Engineer. Responsible for engineering design of a new watermain system to service residential areas to meet required fire hydrant coverage and obtain adequate residential water pressure. The work also addressed disconnection and abandonment of undersized existing watermains and rerouting/installation of existing residential connections to new water meters.

Street & Drainage Improvements for SW 7th Street Phase 4 (from SW 114th Avenue to SW 112th Avenue), City of Sweetwater, FL

Served as Design Project Engineer. Responsible for the design of roadway pavement restoration, grading and drainage improvements for approximately 1,300 lineal feet of local street in a 50 ft. right-of-way. Specific tasks included permitting, preparation of sidewalk and driveway construction details, landscaping details, pavement markings, maintenance of traffic plans, construction cost estimates, preparation of bid documents and construction site inspections. Project also included preparation of plan and profile drainage plans, evaluated percolation tests, delineation of drainage areas and drainage (water quality and quantity) calculations for proposed 15" continuous French drain exfiltration system (trench length, storage, and flood routing/mass diagram analysis) in conformance with Miami Dade County DERM and South Florida Water Management District. Plans included drainage details for drop inlets, type P & C catch basins located at low points, and control structure with French drain sized to handle 5 year-24 hr. storm.

END



North Bay Village Recommendation Memorandum

DATE:	May 14, 2019
то:	Honorable Mayor, Vice Mayor and Members of the Village Commission
FROM:	Ralph Rosado, PhD, AICP, Interim Village Manager
THROUGH:	James G. LaRue, AICP
SUBJECT	Resolution Authorizing Funding for a Master Plan and I DR Undate

<u>REQUEST</u>

Village staff is requesting an amount not to exceed \$200,000 for a recently issued RFQ that requests planning services to create a visionary master plan and an updated Land Development Regulations (LDR).

BACKGROUND AND ANALYSIS

With the potential of new development taking place in the Village, it is necessary to assure that this development/ redevelopment will be consistent with our community vision. Currently, there is no consensus master vision of how this future development will take place. With a consultant familiar with the planning charrette process and visioning there will be an opportunity to build consensus and firmly establish the community vision. From that process, a master plan will be created that will account for input from all stakeholders, including Village residents and the Village business community. The Village land development regulations will then be updated to implement the community vision and regulate future development in the Village. The requested amount of \$200,000 is appropriate for the tasks to be performed by the Planning Consultant.

FINANCIAL IMPACT

Ultimate financial impact derived from securing these specialized planning services is difficult to quantify. However, if future developers have a master plan to guide them and there is a vision as to what is expected from them, they will be likely to build in North Bay Village. The tax rolls will be greatly increased with the advent of new construction booming in North Bay Village, resulting in a positive financial impact.

BUDGETARY IMPACT (Finance Dept.)

The budgetary impact for this RFQ and related planning services is limited to \$200,000 without further Commission authorization. Presumably this money would have to come from the General Fund Reserves, because it was not anticipated in the current 2019 Budget.

PERSONNEL IMPACT

There is minor personnel impact anticipated for this request being approved because the contracted consultant will use their personnel to produce the visioning master plan and code changes. There will be the need for planning and administrative staff to provide good community data to the consultants and overall good staff coordination to help facilitate workshops and meetings.

RECOMMENDATION

The Resolution before the Commission at the May 14th meeting sets forth a \$200,000 limit for the charrette oriented planning services that have been requested in the RFQ. The charrette master plan process has been endorsed by the Planning and Zoning Board, and the Sustainability and Resiliency Task Force. Staff recommends the funding limit for this RFQ because we believe the ultimate product will enhance public participation while establishing consistent design patterns for future development within the Village

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO ALLOCATE \$200,000 FROM AVAILABLE FISCAL YEAR 2019 AND FISCAL YEAR 2020 UNRESERVED FUND BALANCE; SETTING AN EFFECTIVE DATE.

WHEREAS, the Village shall further refine and implement its vision to improve the character and to promote the identity of the Village; and

WHEREAS, the Village continues to develop and implement the goals of the various redevelopment/revitalization plans for the Kennedy Causeway redevelopment area and other areas of the Village, through a strategic planning process; and

WHEREAS, the Planning and Zoning Board and the Sustainability Task Force unanimously endorsed the concept of a Village-wide Master Plan and Innovative Land Development Regulations (LDRs); and

WHEREAS, it is the desire of the Village Commission to receive responses from qualified firms with substantial relevant experience in conducting public planning charrettes/workshops, master planning, and writing and/or revising LDRs, as well as innovative thinking that addresses global economic and climate trends with indepth knowledge of local issues; and

WHEREAS, the Village wishes to allocate up to \$200,000 from available Fiscal Year 2019 and Fiscal Year 2020 unreserved Fund Balance for the Village-wide master planning process and Land Development Regulations Update.

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

Section 1: The foregoing whereas clauses are hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

<u>Section 2:</u> That \$200,000 is hereby allocated from the Fiscal Year 2019 and Fiscal Year 2020 unreserved Fund Balance for the Village-wide master planning process and Land Development Regulations Update.

<u>Section 3:</u> That the Village Manager is authorized to do all things necessary to carry out the aims of this Resolution.

<u>Section 4:</u> Conflict. That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

<u>Section 5:</u> Effective Date. That this Resolution shall take effect immediately upon approval.

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

FINAL VOTE AT ADOPTION:

.

Mayor Brent Latham______Vice Mayor Marvin Wilmoth______Commissioner Jose R. Alvarez______Commissioner Andreana Jackson______Commissioner Julianna Strout______

PASSED and ADOPTED this 14th day of May, 2019.

Brent Latham Mayor

ATTEST:

Elora Riera, CMC Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL INTERIM VILLAGE ATTORNEY



North Bay Village Recommendation Memorandum

- DATE: May 14, 2019
- TO: Honorable Mayor, Vice Mayor and Members of the Village Commission
- FROM: Brent Latham, Mayor
- THROUGH: Ralph Rosado, Interim Village Manager
- SUBJECT: Establishing a Moratorium for a Period of One Hundred Eighty (180) Days from the Effective Date of this Ordinance on the Acceptance of Applications for Administrative Review, Site Plan Approval, and Building Permits for the Use of Land for New Public Self Storage Facilities

<u>REQUEST</u>

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

RECOMMENDATION

Approval of Ordinance on second reading.

1	ORDINANCE NO.
2	
3	AN ORDINANCE OF THE COMMISSION OF NORTH BAY
4	VILLAGE, FLORIDA, DECLARING A MORATORIUM FOR A
5	PERIOD OF ONE HUNDRED EIGHTY (180) DAYS ON THE
6	ACCEPTANCE OF APPLICATIONS FOR ADMINISTRATIVE
7	REVIEW, SITE PLAN APPROVAL, AND BUILDING PERMITS
8	FOR THE USE OF LAND FOR NEW PUBLIC SELF STORAGE
9	FACILITIES; PROVIDING FOR WAIVERS; PROVIDING FOR
10	VESTED RIGHTS; PROVIDING FOR APPEALS; PROVIDING FOR
11	MODIFICATIONS TO VESTED DEVELOPMENTS; REQUIRING
12	EXHAUSTION OF ADMINISTRATIVE REMEDIES; PROVIDING
13	FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND
14	PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY
15	MAYOR BRENT LATHAM)
16	
17	WHEREAS, in recent years, the self-storage industry has proven to be one of the
18	sectors with the most rapid growth in the Florida commercial real estate industry; and
19	
20	WHEREAS, to prevent the proliferation of self-storage facilities spreading too far,
21	too fast, it is necessary to study the issue to determine the number and locations
22	appropriate for North Bay Village (the "Village") ; and
23	WITEREAS the Village's desires a commercial corrider with interactive and
24	WHEREAS, the Village's desires a commercial corridor with interactive and
25 26	dynamic uses that promote a vibrant and active lifestyle for Village residents; and
20 27	WHEREAS, the Village continuously monitors and reviews the Village's
27	Comprehensive Plan and Land Development Code to ensure appropriate development
28 29	within the Village, and from time to time recognizes the need to study and amend aspects
30	of same; and
31	
32	WHEREAS, the Village Mayor and Commission now desire to exercise its right to
33	research and study the zoning standards necessary to appropriately locate and regulate
34	public self-storage facilities within its jurisdictional boundaries, and therefore directs the
35	Village Manager to return within one hundred twenty (120) days of this action with a report
36	detailing the zoning recommendations for regulation of public self-storage facilities and a
37	draft ordinance that provides revised zoning standards for public self-storage facilities;
38	and
39	
40	WHEREAS, pending the adoption of the amended regulations, the Village desires
41	to invoke a moratorium or pending ordinance doctrine as referenced in Smith v. City of
42	Clearwater, 383 So.2d 681 (Fla. 2nd DCA 1980), with respect to the Village's Code of
43	Ordinances and Unified Land Development Code, thereby deferring the acceptance,
44	processing and approval of all applications for public self-storage facilities for a period of
45	180 days, or until the Commission adopts on second reading, the amendments under

- review and such amendments become effective, whichever occurs earlier, except asprovided in this Ordinance; and
- WHEREAS, the Commission finds that this moratorium is in the best interest and
 welfare of the residents of the Village.

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

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Section 1. <u>Recitals.</u> The above Recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

58 <u>Section 2.</u> <u>Moratorium Imposed.</u> During the time that this Ordinance is in 59 effect as specified herein, there shall be imposed a moratorium upon the submission and 60 acceptance of applications for administrative review, site plan approval, and building permits 61 for, and the issuance of any development orders and development permits that include 62 provisions for the construction of, new public self-storage facilities within the corporate limits 63 of the Village, unless otherwise excepted herein.

65 <u>Section 3.</u> <u>Term.</u> The moratorium imposed by this Section is temporary and, 66 unless lifted earlier or extended by the Mayor and Commission, shall automatically expire 67 six (6) months from the date of adoption of this Ordinance. This moratorium will also be 68 lifted upon the adoption of new land development regulations in the Village, the formulation 69 of which shall be expeditiously pursued.

Waivers. The Mayor and Commission after a public hearing, may 71 Section 4. grant a waiver to the moratorium provided above and authorize the issuance of building 72 permits for, and development orders and development permits that include provisions for 73 the construction of, new public self-storage facilities within the Village, where it is 74 determined that the specific activity will not detrimentally affect the outcome and 75 implementation of the comprehensive study process being undertaken by the Village for the 76 development of appropriate and effective new public self-storage facilities regulations. 77

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81

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

- 82 (1) An application(s) for administrative review, site plan approval, and/or 83 building permits for public self-storage facilities was filed before, and/or 84 a governmental approval or issuance of same obtained prior to, the 85 earlier of the issuance of a notice of zoning in progress or the effective 86 date of this Ordinance;
- 87 (2) Upon which the owner has detrimentally relied, in good faith, by making 88 substantial expenditures; and
- 89(3)That it would be highly inequitable to deny the property owner the right90to complete the development of the new public self-storage facilities.

Any property owner claiming to have vested rights under this Section (4) must file an 91 92 application with the Village Mayor and Commission for a vested rights determination within ninety (90) days of the effective date of this section. The application shall be accompanied 93 94 by a fee of \$500.00 and contain a sworn statement as to the basis upon which the vested rights are asserted, together with documentation required by the Village and other 95 documentary evidence supporting the claim. The Village Mayor and Commission shall hold 96 a public hearing on the application and based upon the evidence submitted shall make a 97 determination as to whether the sign owner has established vested rights. 98

99

100 <u>Section 6.</u> <u>Appeals.</u> Appeals from final decisions by the Village Mayor and 101 Commission under Sections (3) or (4) of this Ordinance shall be by the filing of a notice of 102 appeal in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County in 103 accordance with the Florida Rules of Appellate Procedure for the review of the rulings of 104 commissions or boards.

105

106 Section 7. Modification to Vested Development. Within one hundred (120) days of a final determination of vested rights under Section (4), a property owner shall have 107 the right to file an application requesting a modification to the vested development, 108 notwithstanding the moratorium imposed by this section. In considering the applications, the 109 Village Mayor and Commission shall apply all established criteria and land development 110 regulations then in effect, including applicable concurrency regulations, and zoning in 111 progress. This right to apply for modification does not in any manner vest any rights, and 112 such application shall be considered a new application subject to de novo proceedings. 113

114

115 <u>Section 8.</u> <u>Exhaustion of administrative remedies.</u> No property owner claiming 116 that this section as applied constitutes or would constitute a temporary or permanent taking 117 of private property or an abrogation of vested rights may pursue such claim in court unless 118 he or she has first exhausted the administrative remedies provided in this section.

119

120 <u>Section 9.</u> <u>Implementation.</u> The Village Manager, Village Clerk, and Village 121 Attorney are hereby authorized and directed to implement the provisions of this Ordinance 122 and to take any and all necessary administrative actions as may be appropriate by their 123 position to execute the purpose of this Ordinance.

124

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

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132 <u>Section 11.</u> <u>Effective Date.</u> This Ordinance shall become effective immediately
 133 upon adoption.

- 134
- 135

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137 138	The foregoing Ordinance was offe	ered by	. who
139	moved its adoption. The motion wa	s seconded by	;
140 141	and upon being put to a vote, the vot	te was as follows:	
141			
143	FINAL VOTE AT ADOPTION:		
144			
145	Mayor Brent Latham		
146	Vice Mayor Marvin Wilmoth		
147 148	Commissioner Jose R. Alvarez Commissioner Andreana Jackson		
148 149	Commissioner Julianna Strout		
150			
151			
152	PASSED on FIRST READING THIS	9 th day of April, 2019.	
153			
154	PASSED AND ENACTED on SECO	ND READING this day of	2019.
155			
156			
157 158			
159		Brent Latham	
160		Mayor	
161			
162	ATTEST:		
163			
164			
165 166	Elora Riera, CMC		
167	Village Clerk		
168	Village Olerk		
169			
170	APPROVED AS TO FORM FOR TH	E SOLE USE	
171	AND RELIANCE OF THE VILLAGE	:	
172			
173			
174 175	James D. Stokes, BCS		
175 176	Special Counsel for the Village		
177			

ITEM NO. **11B**



North Bay Village Recommendation Memorandum

- DATE: May 14, 2019
- TO: Honorable Mayor, Vice Mayor and Members of the Village Commission
- FROM: Ralph Rosado, Interim Village Manager
- THROUGH: Ralph Rosado, Interim Village Manager
- SUBJECT: Code Enforcement Mitigation of Fines

<u>REQUEST</u>

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XV, CHAPTER 153, ENTITLED "CODE ENFORCEMENT," OF THE VILLAGE CODE OF ORDINANCES BY CLARIFY INGTHE MITIGATION PROCESS FOR CODE ENFORCEMENT FINES, THE ROLE OF THE VILLAGE ATTORNEY, THE ENFORCEMENT OF LIENS AND COMPLIANCE WITH THE VILLAGE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

RECOMMENDATION

Approval of Ordinance on second reading.

ORDINANCE NO. 2019-

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XV, CHAPTER 153, ENTITLED "CODE ENFORCEMENT," OF THE VILLAGE CODE OF ORDINANCES BY CLARIFY INGTHE MITIGATION PROCESS FOR CODE ENFORCEMENT FINES. THE ROLE OF THE VILLAGE ATTORNEY. THE **ENFORCEMENT OF LIENS AND COMPLIANCE WITH THE** PROVIDING FOR VILLAGE CODE: CONFLICTS: PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION: PROVIDING AND FOR AN EFFECTIVE DATE

WHEREAS, the Commission of North Bay Village (the "Village") wishes to clarify

the procedures in its Code for mitigating code enforcement fines; and

WHEREAS, the Village Attorney is authorized to represent the Village in all code

enforcement hearings and may pursue other legal remedies to gain compliance with the

Code; and

WHEREAS, pursuant to the Florida Supreme Court's decision in City of Palm Bay

v. Wells Fargo Bank, N.A., 114 So. 3d 924 (2013), code enforcement liens do not have

superiority status as special assessment liens; and

WHEREAS, pursuant to Section 162.13, Florida Statutes, the Village is not prohibited from enforcing its Code by any other means; and

WHEREAS, pursuant to Section 162.11, Florida Statutes, an aggrieved party, including the Village, may pursue an appeal of the Special Master's order; and

WHEREAS, the Village Commission finds that this amendment improves the quality of life within the Village and is in the best interest of its residents.

NOW, THEREFORE, BE IT ENACTED BY THE COMMISSION OF NORTH BAY

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VILLAGE, FLORIDA, AS FOLLOWS:

<u>Section 1.</u> <u>Recitals Incorporated.</u> The above-stated recitals are hereby confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. <u>Village Code of Ordinances Amended.</u> Chapter 153 of the North Bay Village Code of Ordinances, entitled "Code Enforcement," is hereby amended to read, as follows:

* * *

Chapter 153 - CODE ENFORCEMENT

* * *

§ 153.02 – Code Enforcement Officers, Special Masters and Village Attorney

* * *

(B) Special Masters.

* * *

(4) The Special Master shall have the powers to:

* * *

(g) <u>Mitigate fines and costs previously assessed as provided by this</u> <u>Chapter.</u>

(h) Take any action that is necessary to effectuate the powers of the Special Master consistent with the intent of this Code.

(C) Village Attorney.

(1) The Village Attorney shall serve as counsel to the Village in the defense of appeals to the Special Mastercode enforcement hearings. The Village Attorney shall have the power, upon approval by the Village Commission, to initiate civil actions to enforce compliance with the Village Codefor declaratory and injunctive relief, and orders to compel, and to commence any other action to enforce civil fines, correction orders and orders of the Special Master, and to compromise and settle fines and penalties.

§ 153.03 - Code enforcement procedures.

* * *

(G) Liens; priority and foreclosure of liens.

(1) A certified copy of an order imposing a fine may be recorded in the public records of Miami-Dade County and shall, upon recording, constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.

(2) Liens shall<u>may</u> be enforced by foreclosure in circuit court and subject to the provisions contained in F.S. § 162.09(3), as amended; provided, however, that the lien shall have the same priority, effect and duration as a special assessment lien. Liens shall have a duration of 20 years.

(3) Nothing contained in this chapter shall prohibit the Village from enforcing its Code by any other means. The enforcement procedures outlined herein are cumulative to all others and shall not be deemed to be prerequisites to filing suit for the enforcement of any section of this Code.

(H) Appeals.

(1) An aggrieved party, including the violator, property owner, local governing body, and property owners and tenants within 300 feet of the property that is subject to an order of violation by the Special Master, may appeal the<u>a</u> final order to the Circuit Court. In the case of property owners and tenants, they shall have standing to appeal to the circuit court only if they appeared at the hearing before the Special Master and presented evidence in substantial opposition to the final order of the special master. The appeal shall not be a hearing *de novo* but shall be limited to appellate review of the record. An appeal shall be filed within 30 days of rendition of the order.

* * *

§ 153.05 – Mitigation of fines.

(A) The violator, or the violator's successors or assigns who have an ownership interest in the property encumbered by a lien pursuant to this article, may request a mitigation hearing to reduce the fines only after the violations encompassed within the code enforcement case have been corrected. Upon receipt of a written request for a mitigation hearing, the clerk for the Special Master shall set the matter for a hearing before the Special Master.

(B) <u>A mitigation hearing is not an appeal or a de novo review of the code enforcement</u> case. The formal quasi-judicial procedures shall not apply.

(C) At the mitigation hearing, the Special Master may consider the following criteria:

(1) Good cause for a reduction of the fines.

(2) The cooperation of the violator, including whether the violator appeared before

the Special Master at the original hearing.

(3) The gravity of the violation.

(4) The actions taken by the violator to correct the violation.

(5) Whether there was an extraordinary hardship, which affected compliance.

(6) Whether the violator is a repeat violator.

(7) The total or estimated costs incurred by the Village for the handling of the case.

(8) The amount of the proposed reduction.

(9) Any equitable considerations raised by the violator or the Village relating to the amount of the reduction.

(10) The number of days that the violation existed.

(D) In no event shall the fines be reduced below the costs incurred by the Village in its prosecution of the violations.

(E) The Special Master has the discretion to grant or deny a request for mitigation.

* * *

<u>Section 3.</u> <u>Conflict.</u> All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

<u>Section 4.</u> <u>Severability.</u> That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

<u>Section 5.</u> <u>Inclusion in Code.</u> The provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be

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renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word

Section 6. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be needed to implement the purpose and provisions of this Ordinance

<u>Section 7.</u> <u>Effective Date.</u> That this Ordinance shall become effective immediately upon adoption on second reading.

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

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

PASSED on first reading on this 9th of April, 2019.

PASSED AND ENACTED on second reading on this 14th day of May, 2019.

ATTEST:

Brent Latham, Mayor

Elora Riera, Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL INTERIM VILLAGE ATTORNEY



North Bay Village Recommendation Memorandum

- DATE: May 14, 2019
- TO: Honorable Mayor, Vice Mayor and Members of the Village Commission
- FROM: Ralph Rosado, Interim Village Manager
- THROUGH: Ralph Rosado, Interim Village Manager
- SUBJECT: Planning and Zoning Composition

<u>REQUEST</u>

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE IV, CHAPTER 32, ENTITLED "DEPARTMENTS AND BOARDS," OF THE VILLAGE CODE OF ORDINANCES, AND CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," BY MODIFYING THE COMPOSITION OF THE PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

RECOMMENDATION

Approval of Ordinance on second reading.

ORDINANCE NO. 2019-

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE IV, CHAPTER 32, ENTITLED "DEPARTMENTS AND BOARDS," OF THE VILLAGE CODE OF ORDINANCES, AND CHAPTER 4, **"ADMINISTRATION ENFORCEMENT**," BY AND MODIFYING THE COMPOSITION OF THE PLANNING AND ZONING PROVIDING FOR BOARD: CONFLICTS: PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE: PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN FOR EFFECTIVE DATE

WHEREAS, the Commission of North Bay Village (the "Village") wishes to increase

resident participation in the Village's land development process; and

WHEREAS, to accomplish that objective, the Village Commission desire to change

the composition of the Planning and Zoning Board by increasing its membership by two

(2) members; and

WHEREAS, the Village Commission finds that this amendment improves the

quality of life within the Village and is in the best interest of its residents.

NOW, THEREFORE, BE IT ENACTED BY THE COMMISSION OF NORTH BAY

VILLAGE, FLORIDA, AS FOLLOWS:

<u>Section 1.</u> <u>Recitals Incorporated.</u> The above-stated recitals are hereby confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Village Code of Ordinances Amended. The North Bay Village Code of Ordinances is hereby amended to read, as follows:

Chapter 4 – ADMINISTRATION AND ENFORCEMENT

DIVISION 2. – COMMISSION, BOARD, AND ADMINISTRATIVE OFFICIALS

* * *

- § 4.10 Planning and Zoning Board.
- C. Board membership.
- * * *
- 2. Membership of the board will consist of five seven members to be appointed by the Village Commission. Members shall be appointed for a term of two years, coinciding with the term of office of Village Commissioners.

* * *

E. Quorum and voting.

The presence of three <u>four</u> members constitutes a quorum. A majority vote of the board shall be required on all decisions and recommendations to be made to the Village Commission.

* * *

Chapter 32 – DEPARTMENTS AND BOARDS

* * *

PLANNING AND ZONING BOARD

§ 32.30 - Creation; members.

(A) Created; composition. A Planning & Zoning Board is hereby created which shall be composed of <u>five seven</u> members to be appointed by the Village Commission. The Board shall be composed of one member from North Bay Island, one member from Harbor Island, one member from Treasure Island and two four at-large members.

* * *

<u>Section 3.</u> <u>Conflict.</u> All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. Severability. That the provisions of this Ordinance are declared to

be severable and if any section, sentence, clause or phrase of this Ordinance shall for

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any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

<u>Section 5.</u> <u>Inclusion in Code.</u> The provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word

Section 6. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be needed to implement the purpose and provisions of this Ordinance

Section 7. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

[Remaining Page Left Blank]

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

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

PASSED on first reading on this 9th of April, 2019.

PASSED AND ENACTED on second reading on this 14th day of May, 2019.

ATTEST:

Brent Latham, Mayor

Elora Riera, Village Clerk

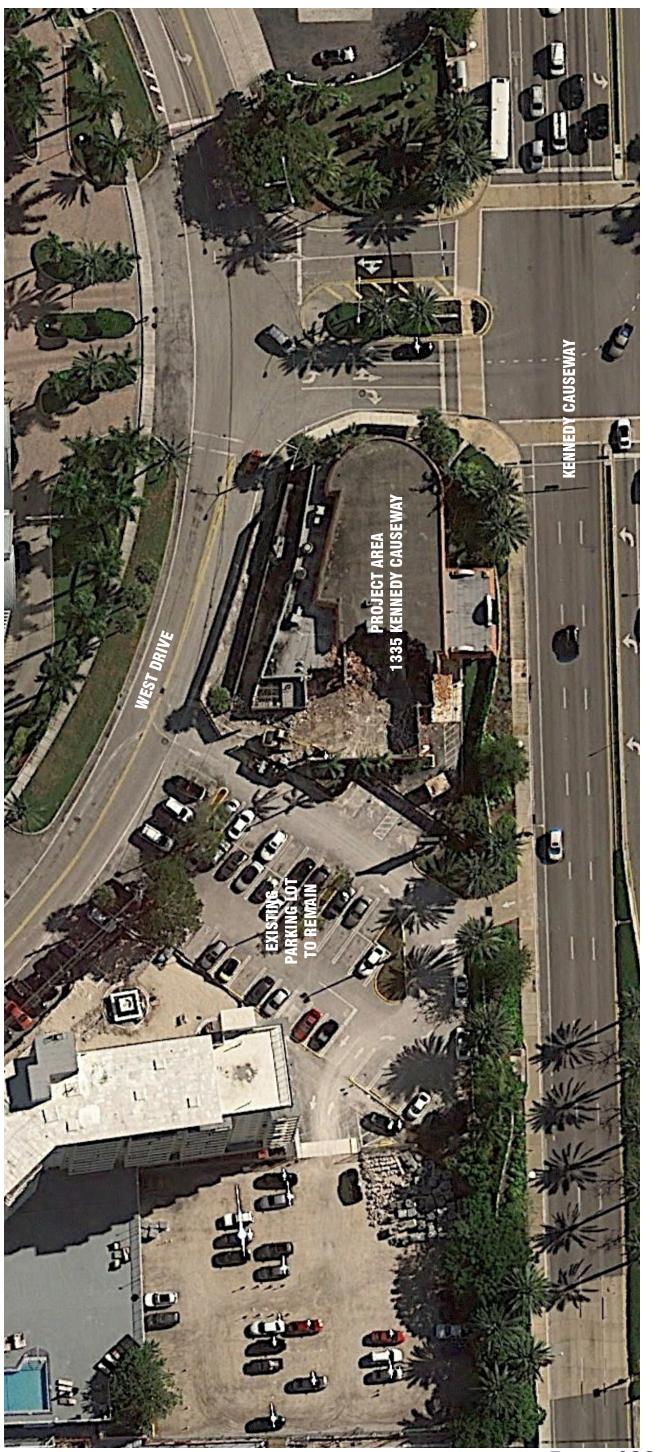
APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL INTERIM VILLAGE ATTORNEY



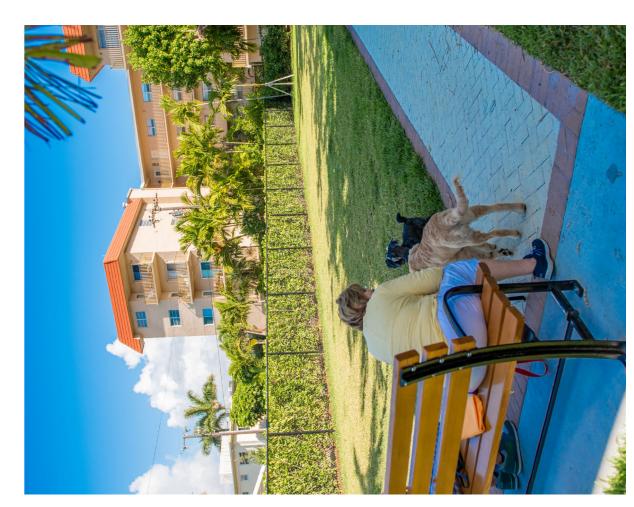
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NORTH BAY VILLAGE DOG PARK CONCEPT



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NORTH BAY VILLAGE DOG PARK CONCEPT PREVIOUS EXPERIENCE EXAMPLES

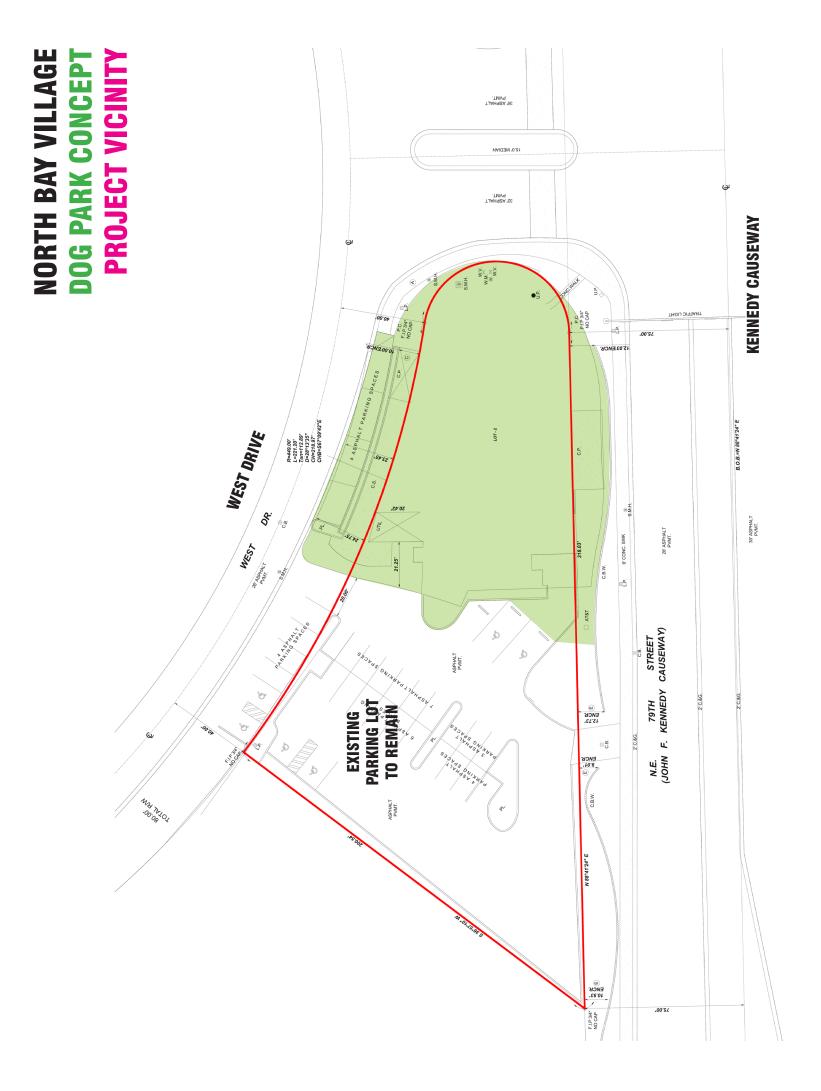












EXCEPTIONAL SOCIATES, Inc.

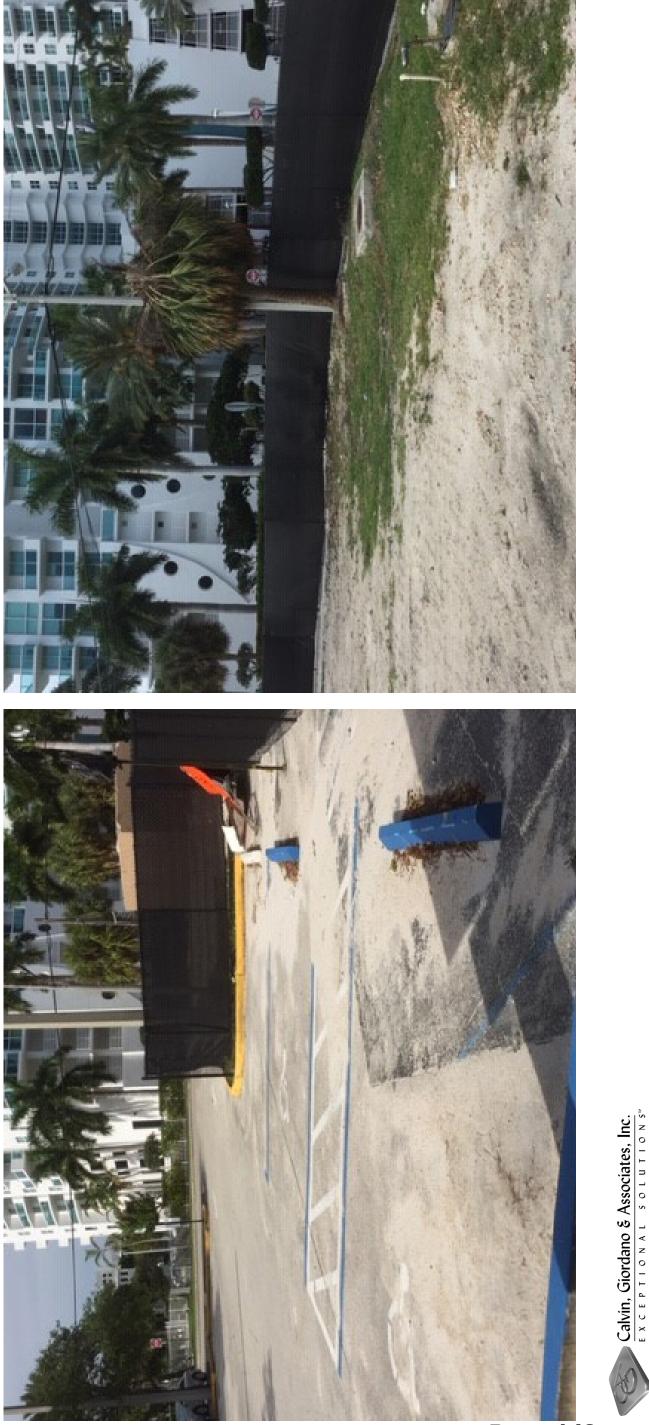


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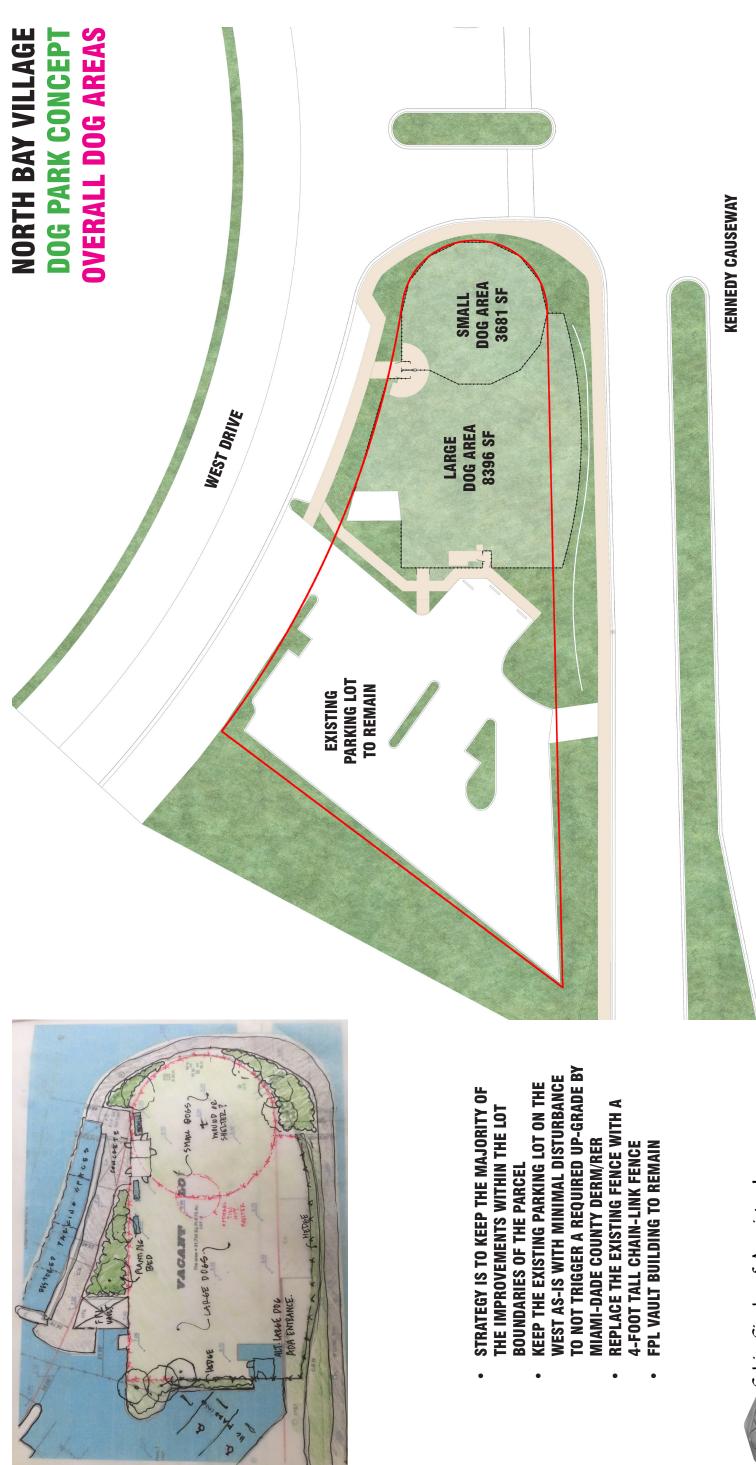
NORTH BAY VILLAGE DOG PARK CONCEPT Existing Photos

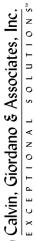


NORTH BAY VILLAGE DOG PARK CONCEPT Existing Photos



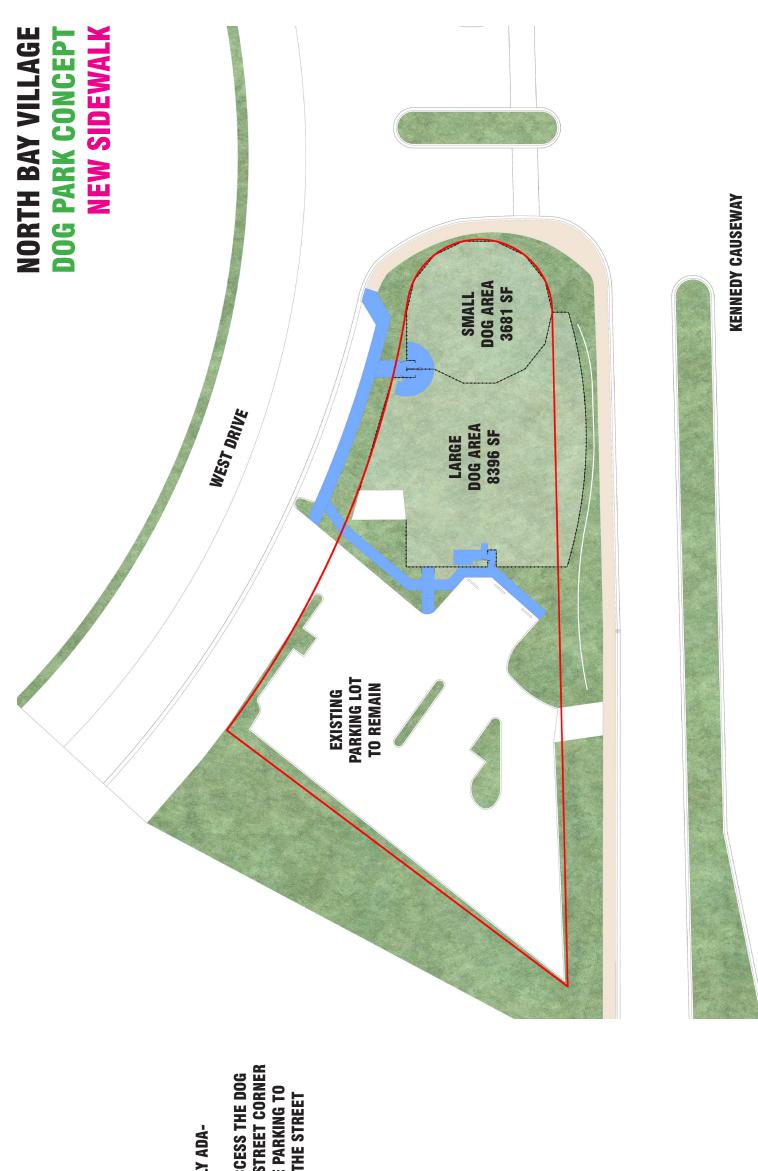
Page 143







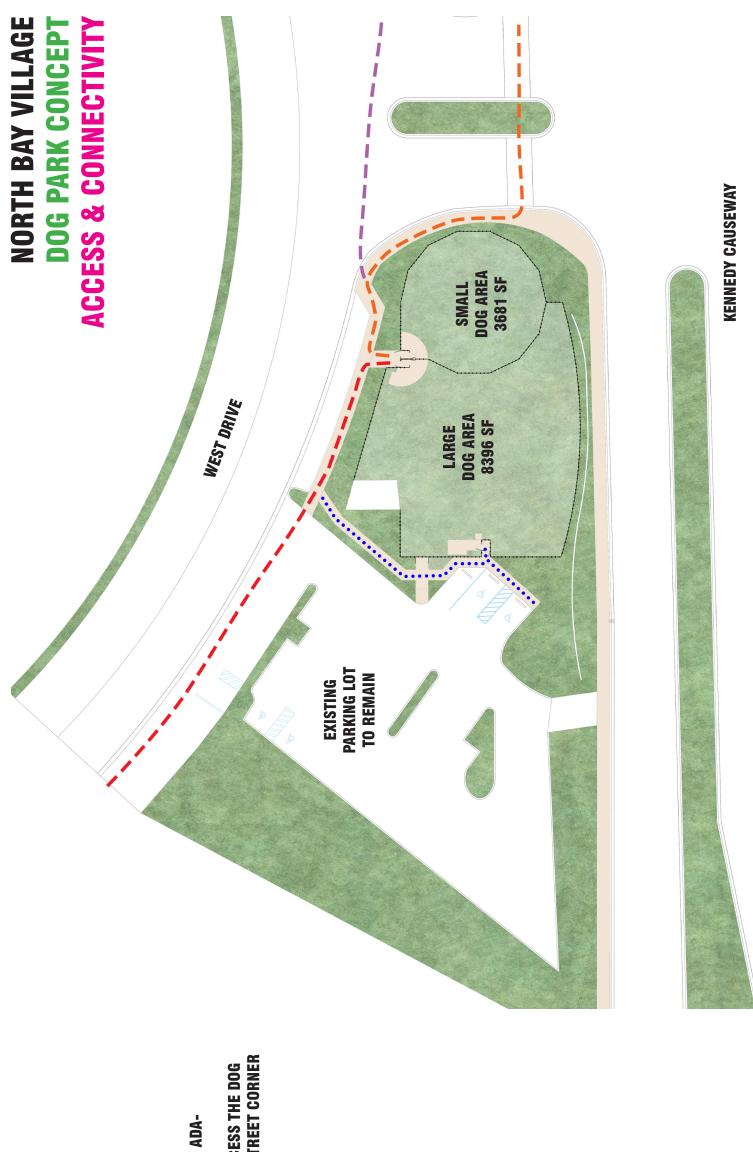
- Page 144



- ACCESSIBLE ELIMINATE THE NEED TO ACCESS THE DOG ALL AREAS ARE COMPLETELY ADA-•
- PARK DIRECTLY FROM THE STREET CORNER Captures existing swale parking to serve as a buffer from the street • •



EXCEPTIONAL SOLUTIONS^w



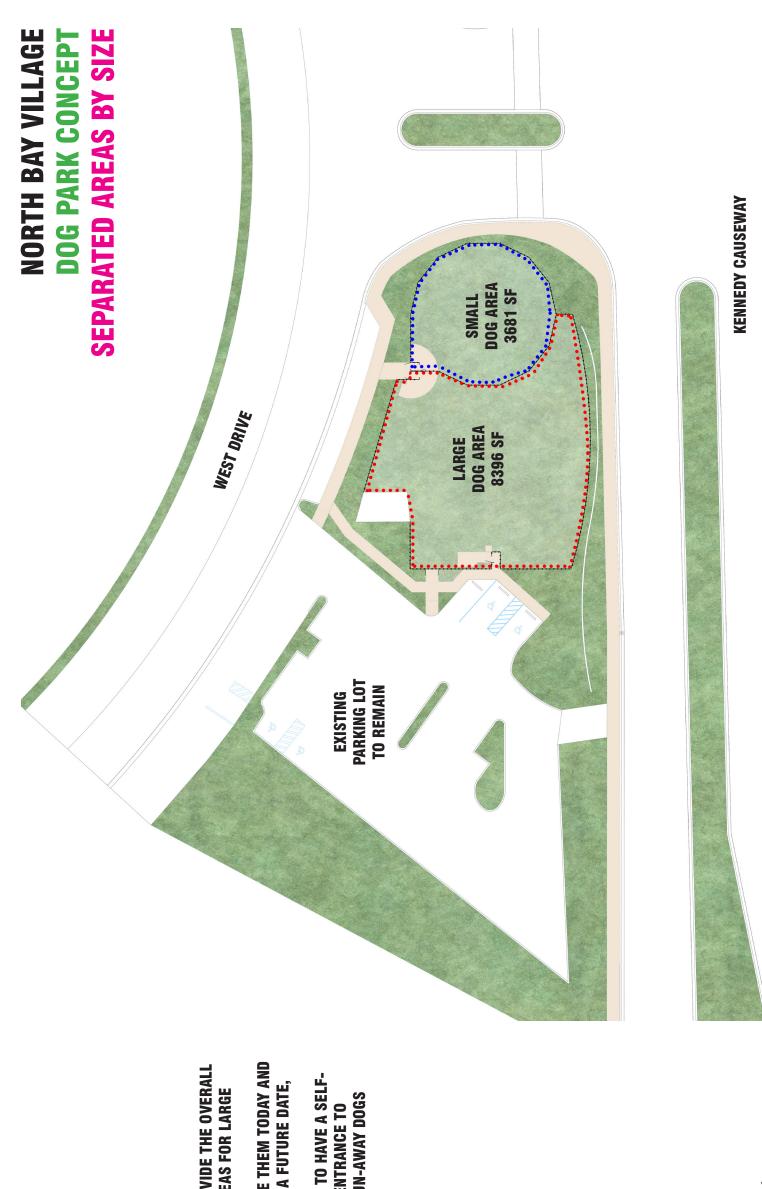
ACCESSIBLE ELIMINATE THE NEED TO ACCESS THE DOG PARK DIRECTLY FROM THE STREET CORNER ALL AREAS ARE COMPLETELY ADA-•

•



EXCEPTIONAL SOLUTIONS^w

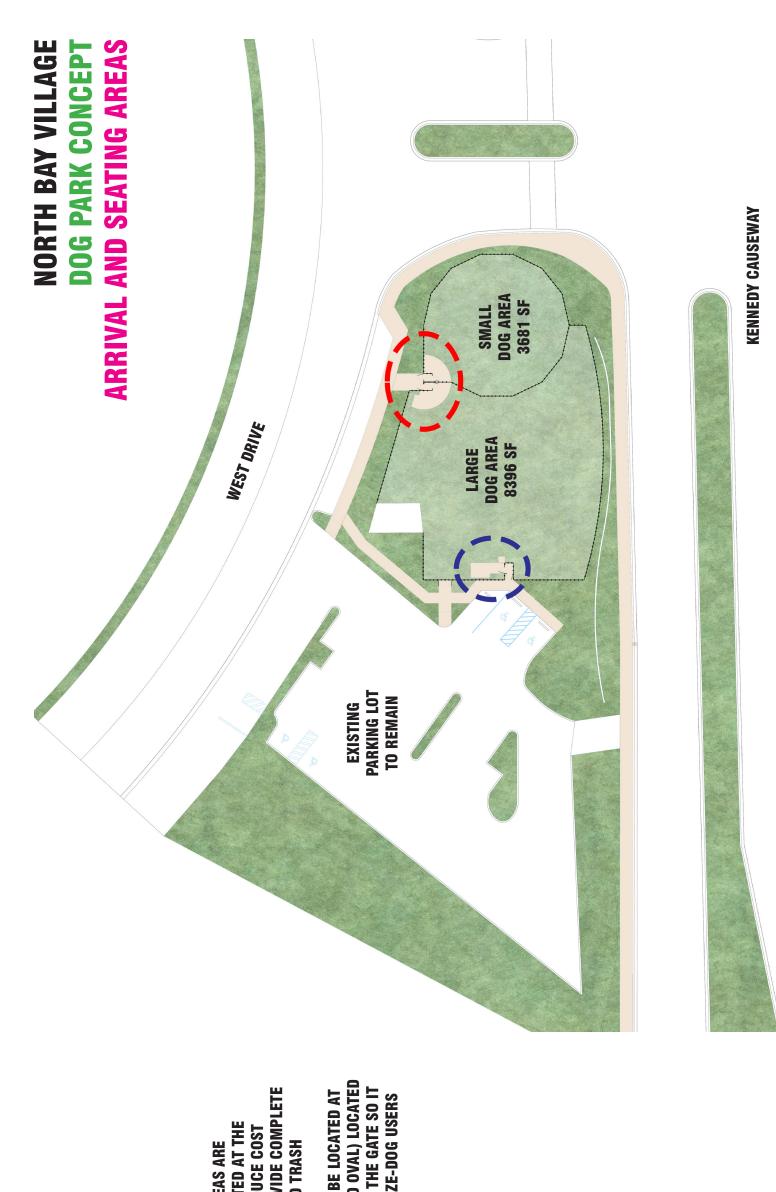
Y



- AREA INTO SEPARATE ARE/ **OPPORTUNITY TO SUB-DIV AND SMALL DOGS** • •
- OPTION TO NOT SEPARATE THEM TODAY AND add the separation at a future date, or vice versa
 - ALL PET AREA ENTRANCE TO HAVE A SELF-Closing, double gate entrance to Prevent accidental run-away dogs •



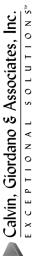
EXCEPTIONAL SOLUTIONS^w

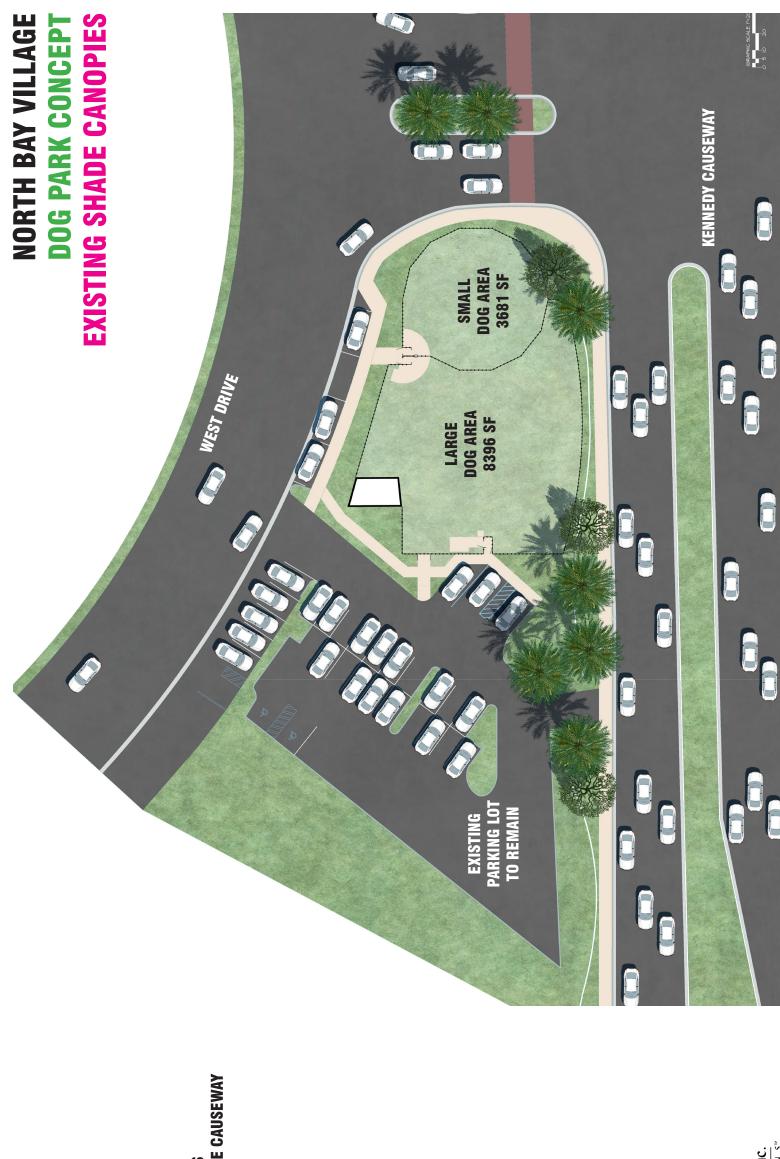


- SEATING AREAS WILL PROVIDE COMPLETE Ada Access, seating and trash **CONSOLIDATED AND LOCATED AT THE ENTRANCE POINTS TO REDUCE COST ARRIVAL AND SEATING AREAS ARE** RECEPTACLES • •
- THE JOINT ENTRANCE (RED OVAL) LOCATED IMMEDIATELY OUTSIDE OF THE GATE SO IT **CAN BE SHARED BY ALL-SI DRINKING FOUNTAIN WILL**

•



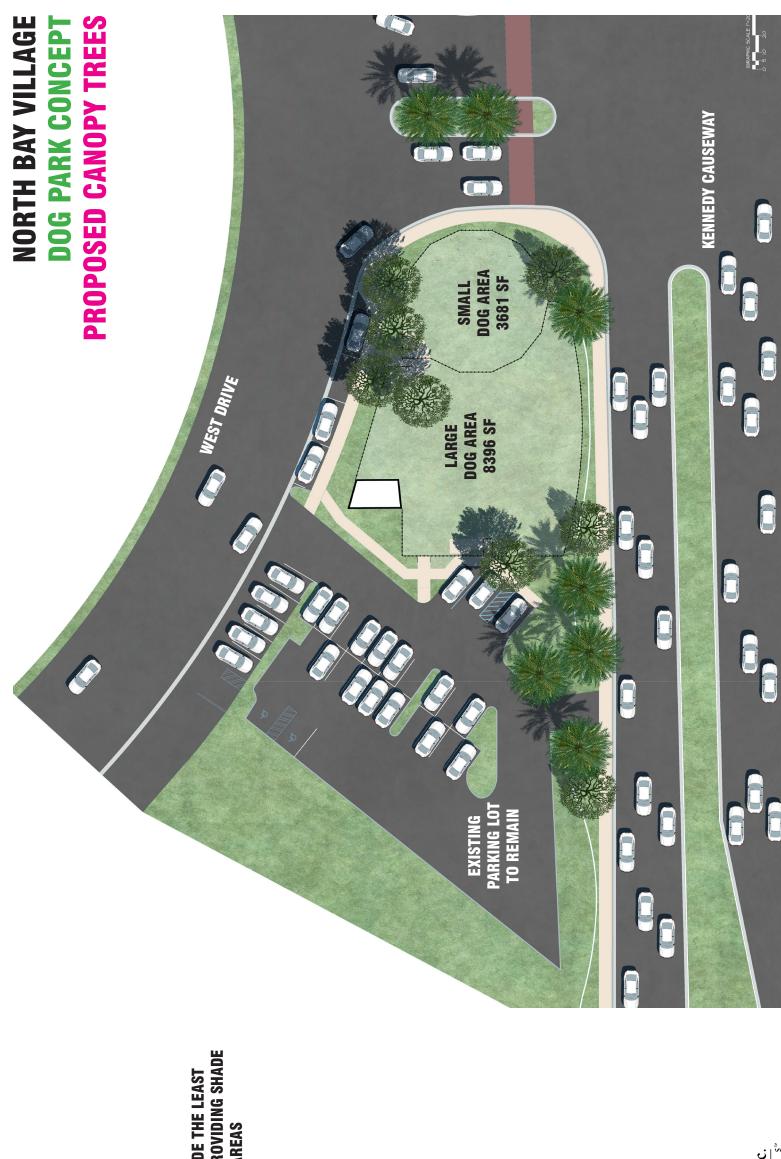




EXISTING CANOPY SHADE IS Predominantly along the causeway Buffer



EXCEPTIONAL SOLUTIONS^w



CANOPY TREES WILL PROVIDE THE LEAST EXPENSIVE METHOD FOR PROVIDING SHADE TO THE PLANNED SEATING AREAS •

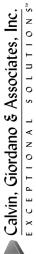


EXCEPTIONAL SOLUTIONS^w



- **OPPORTUNITY TO PROVIDE AN ENHANCED** Landscape Buffer Around the Dog PARK • •
 - LOW PLANTING TO PROVIDE VISIBILITY FROM WEST DRIVE INTO THE PARK FOR FOCUS ON BUFFER HEDGES **GREATER SAFETY** •





NORTH BAY VILLAGE DOG PARK CONCEPT 3D MODEL VIEWS



OVERALL VIEW - LOOKING NORTH WEST

EXCEPTIONAL SOCIATES, Inc.



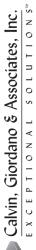


NORTH BAY VILLAGE DOG PARK CONCEPT 3D MODEL VIEWS

ENTRANCE FROM WEST DRIVE Both Small and Large dog Areas









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NORTH BAY VILLAGE DOG PARK CONCEPT ORDER OF MAGNITUDE COSTS	ENTS) COST	DING & FINISHING TOPSOIL \$ 0 INCLUDED IN CURRENT DEMOLITION COTRACT	\$ 7,358	\$ 22,680	K LG-SIM DIVIDEK FENCE (90 LF)	\$ 2,422		\$	\$ 4,200	\$ 7,500 (\$1,	\$ 6,600		SUB-IUTAL UF BASE IMPROVEMENTS \$ 07,901 CONTRACTOR SOFT COSTS (EST @ 20%) \$ 13,593	ESTIMATED TOTAL \$ 81,554	COST		\$ 11,200 (\$1	LIEU OF NATURAL SOD \$263,400 (\$18.50 PER SF + \$11,200 DRAINAGE + \$23,040 PERIMETER CURB) BUFFER PLANTING (400 SHRUBS) \$5,400 (\$13.50 PER SHRUB, VARIES PER SIZE)	\$ 26,500	MOUNDS W/SHORT TUNNEL (2) \$ 3,700 (\$1,850 EA)	TOTAL FOR BECOMMENDED COMPONENTS
	BASE DESIGN (COMPONENTS)	*SITE PREPARATION. GRADING & FINISHING TOPSOIL	*ST. AUGUSTINE SOD COVER (16,350 SF)	*4-FOOT TALL CHAIN-LINK PERIMETER FENCE (720 LF)	*A-Fuut Tall Chain-link Lg-SM divider Fenge (90 LF) *NFW SidFWALK (265 LF 5' Widf, 1325 SF)	*NEW CONCRETE PAD AREAS FOR BENCHES (570 SF)	AGILITY EQUIPMENT	*NEW HOSE BIB CONNECTION	*New Pet-Friendly Drinking Fountain	*NEW BENCHES (5 TOTAL)	*NEW TRASH RECEPTACLES (3 TOTAL)	*MISCELLANOUS (PARKING LOT RE-STRIPING, ETC)	CONTRACTOR SOFT COSTS	ESI	ALTERNATES (COMPONENTS)	*New Canopy shade trees (5 trees) New Canopy sail structures (2)	*3 YARD DRAINS WITH 80 LF OF EXFILTRATION TRENCH	K-9 SYNTHETIC TURF IN LIEU OF NATURAL SOD PERIMETER LANDSCAPE BUFFER PLANTING (400 SHRUBS)	SHADE STRUCTURE (PAVILION 10X20)	IOPOGRAPHIC AGILITY MOUNDS W/SHORT TUNNEL (2)	

\$ 76,411 + 20% SOFT COSTS = \$91,694

EXCEPTIONAL SOLUTIONS



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North Bay Village Memorandum

DATE:	5/14/2019
TO:	Honorable Mayor, Vice Mayor and Members of the Village Commission
FROM:	Interim Village Manager Ralph Rosado, PhD, AICP
SUBJECT:	Short-Term Vacation Rentals

The issue of short-term vacation rentals (STVRs) has received considerable attention recently as an issue of concern to members our North Bay Village community. Toward that end, the Village Administration proposes the following 9 points for discussion and consideration:

- Anyone who is experiencing behavior that may be criminal or nuisance in nature (whether at a licensed STVR, an unlicensed one or in general) should immediately contact our Police Department at 305-758-2626. Do not confront another person about his/her behavior, as this is potentially unsafe. Instead, please contact our Police Department directly.
- 2. We have resumed training all our officers on how to properly cite visitors who are abusing our rules.
- 3. We maintain a list of licensed STVRs. If you believe a home or condo is an unlicensed STVR, please notify our Code Officers Maria Tovar and Tuchette Torres-Lee at 305-756-7171 or via their emails (<u>mtovar@nbvillage.com</u> and <u>ttorres-lee@nbvillage.com</u>).
- 4. We are purchasing software that helps to detect unlicensed STVRs, so that we can more proactively catch violators.
- 5. We are putting STVR forms online, so we can more easily regulate and reference the information and so that we can free our Code Officers to be in the field more, rather than being in the office pulling up files.
- 6. We will encourage condo buildings to more accurately self-patrol, so that they are better partners in enforcement and for the improvement of quality of life of their residents.
- 7. We are looking at "Best Practices" in the field so that we can learn from other communities that have tackled this issue.
- 8. We are looking at raising our fees for signing up to be an STVR We are looking at adjusting the fees to be by square footage, so that larger homes (which could potentially house more people and thereby be more disruptive) are penalized more than studios and one-bedrooms, for example. Lawsuits have been filed against other cities that have raised their fees and fines, and we are being vigilant about the outcomes of these lawsuits.)



9. Perhaps most importantly, we are looking at a "three-strikes-and-you're-out" policy, so that frequent violators can no longer do STVR business in our village.

Ensuring that businesses – including STVRs – are good neighbors is of critical importance, as maintaining and enhancing our residents' quality of life are our top priorities in all we do. We thank each and every resident that remains vigilant on this crucial community issue.

13C



North Bay Village Recommendation Memorandum

DATE:	May 14, 2019
TO:	Honorable Mayor, Vice Mayor and Members of the Village Commission
FROM:	Ralph Rosado, PhD, AICP, Interim Village Manager
SUBJECT:	Freebee passenger shuttle

<u>REQUEST</u>

This is to request the Commission to consider entering into a contract for a new form of shuttle service for our residents that would replace our existing "Island Hopper" services that we currently provide.

BACKGROUND AND ANALYSIS

North Bay Village has an agreement with Miami-Dade County's CITT program to share in the gas tax collected under this program. When the program was set up 11 years ago the legislation provided that a portion of the gas taxes collected had to go to all participating municipalities. The Interlocal Agreement provides that we guarantee that a minimum of 20% of our CITT funds would be used for local circulator services. In the past 2 years the CITT program has loosened up the restriction on the 20% required expenditures on Transit services.

The CITT Board of Directors has approved that "On-demand" ride services are eligible expenditures of the CITT funds. There is a new firm in this area that is providing electric vehicles for this on-demand service. The service is similar to Lyft or Uber, but the fees are paid by the Village with CITT funds. However, this program provides that there may be more than one person in the vehicle at a time. It is meant for short trips around the Village and can go as far as 5 miles outside of the Village in either direction. The trip must begin or end in North Bay Village and be no more than 5 miles.

The service is proposed to be provided Monday through Friday from 7am to 7pm like our current Island Hopper operates. This Freebee service would replace that service.

Utilizing our recently awarded \$50,000 (per year, for three years) FDOT Grant, we propose to supplement the Freebee service by utilizing our Island Hopper as the NEW NBV Downtown Express, taking residents from North Bay Village to downtown Miami at



7am and 8am. The same service would also bring residents back to NBV at 5pm and 6pm.

FINANCIAL IMPACT

The Village currently spends about \$90,000 per year for the Island Hopper. This is about 26% of the CITT funds that we receive. (We are required to spend a minimum of 20% of our funds from CITT for this transit type of services.) This new on-demand service would cost about \$130,000 (37%) per year but is expected to provide betterquality service and thus experience much higher ridership. This is within the guidelines for use of the CITT funding.

BUGETARY IMPACT (Finance Dept.)

The Village would have to budget an additional \$40,000 of the CITT funds for this service. The Village would reduce the \$40,000 from our spending on transportation. These are all CITT funds, and it will have no impact on the Ad Valorem taxes.

PERSONNEL IMPACT

This would require the Village to reduce the hours of one or both part-time drivers to try and work on the 5 to 6 hours a day if we implement the daily service to downtown Miami.

RECOMMENDATION

It is recommended that the Commission approve this contract with Freebee which provides a new clean energy method of providing transit services to our residents.

EXHIBIT A RATES AND SERVICES ADDENDUM NORTH BAY VILLAGE

THIS Rates and Services Addendum ("Addendum") is made effective as of the _____ day of May, 2019 (the "Effective Date"), by and between the **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation, whose principal address is 1666 Kennedy Causeway, North Bay Village, FL 33141 (hereinafter, the "Village"), and **BEEFREE, LLC d/b/a Freebee**, a Florida limited liability company, whose principal address is 2312 N. Miami Ave., Miami, FL 33127 (hereinafter, "Beefree").

WHEREAS, the VILLAGE desires to engage BEEFREE to perform the Services described herein and in the Master Services Agreement between BEEFREE and the Town of Miami Lakes dated November 17, 2017, attached as **Exhibit A** to this Agreement. This Addendum shall be deemed to supplement and fully incorporate the terms and conditions of Exhibit A. However, to the extent this Addendum contains terms and conditions that conflict with or are not contained in Exhibit A, this Addendum shall govern.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for good and valuable consideration, BEEFREE and VILLAGE (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. **Term**. The term of the Services set forth under this Addendum shall commence on **TBD** and shall remain in full force and effect until **TBD** (**3 Year Agreement**) (the "Term"), unless terminated sooner pursuant to the terms of the Agreement.

VILLAGE, by action of the Village Manager, will have two (2) options to extend the Term for additional periods of one (1) year each. Should VILLAGE wish to exercise its option(s) to extend the Term, it shall notify BEEFREE in writing at least ninety (90) days prior to the expiration of the preceding Term.

- 2. **Services**. This Addendum is limited in scope to the following services (the "Services"), which BEEFREE agrees to provide to VILLAGE at the rates specified herein (the "Rates"):
 - a. BEEFREE will provide one (1) XL "Freebee" electric vehicle dedicated to VILLAGE (collectively, the "Vehicles") for the duration of the Term. At least one of the Vehicles dedicated to VILLAGE will be wheelchair accessible.
 - b. BEEFREE will operate the Vehicles within VILLAGE's designated service area during VILLAGE's operating hours (weather and conditions permitting), except for times when drivers are on meal breaks or other short breaks approved by BEEFREE. VILLAGE reserves the right to increase the service hours during the term of the Agreement. BEEFREE agrees that at all times during VILLAGE's operating hours, at least one (1) wheelchair accessible vehicle will be available to accommodate passengers upon request, and BEEFREE will operate the ramping system and secure any wheelchairs to the vehicle should such accommodations be requested.
 - c. BEEFREE will provide drivers for the Vehicle, who will act as ambassadors for VILLAGE and any advertiser brands and will communicate public service announcements as may be communicated by VILLAGE to BEEFREE from time to time.
 - d. Prior to the beginning of the Term, BEEFREE will deliver to VILLAGE one (1) fast charger for charging the Vehicle.
 - e. Prior to the beginning of the Term, BEEFREE will add VILLAGE as an additional insured on BEEFREE's automobile insurance policy (of at least \$1 million), on BEEFREE's general liability policy (of at least \$3 million), and on BEEFREE's workers' compensation policy (of at least \$500,000), and in compliance with Florida law. VILLAGE will remain as an additional insured on said policies throughout the Term. BEEFREE will provide VILLAGE with Certificates of Insurance reflecting the above stated policies within



ten (10) business days of written request from VILLAGE. BEEFREE will provide not less than twenty (20) business days' written notice before any policy or coverage is cancelled, restricted, or a material change is made.

- f. BEEFREE will assist VILLAGE in developing a marketing plan to encourage ridership on the Vehicles during the Term and will provide promotional brochures at no additional cost to VILLAGE.
- g. Beginning with the second month of the Term and continuing for each month of the Term thereafter, BEEFREE will provide VILLAGE with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). BEEFREE will provide these reports within ten (10) business days of the last monthly payment due date, unless another time frame is agreed to between the Parties.
- 3. **Compensation & Rates**. As consideration for the Services listed above, VILLAGE shall pay BEEFREE at the following Rates:
 - a. For the one (1) XL Vehicles, VILLAGE shall pay BEEFREE a rate of \$41.41 per hour. VILLAGE guarantees a minimum of sixty hours (60) hours per week for each XL Vehicle, as a base for operations. Any additional hours, requested by VILLAGE and approved by BEEFREE at its sole discretion, will be billed at a maximum of \$41.41 per hour.
- 4. Payment Terms. VILLAGE agrees to pay the Rates in installments, as follows:
 - a. First payment of Sixty Four Thousand Five Hundred Ninety Nine Dollars and Sixty Cents (US\$64,599.60) to BEEFREE upon execution of this Addendum, which shall apply towards the initial six (6) months of base services. Should VILLAGE request operation of the Vehicles in excess of sixty (60) hours per week at any time during the initial six (6) months of base services, BEEFREE will invoice the VILLAGE once per month for all excess hours of operation fulfilled during the prior month.
 - b. After the initial six (6) months of Services, BEEFREE shall invoice the VILLAGE once per month for all Services provided during the prior month.
 - c. VILLAGE will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. All payment(s) shall be made in accordance with the State of Florida Government Prompt Payment Act.
 - d. With each invoice to VILLAGE, BEEFREE will attach a record of invoices for any advertising agreements entered into in connection with the Vehicles as backup to support any credit to VILLAGE. However, BEEFREE shall be under no obligation to make any payment or provide any credit to VILLAGE until such time, and only to the extent, that payment of an invoice for advertising on the Vehicles is actually received by BEEFREE.

5. Additional Terms.

- a. Should this Addendum terminate at any time prior to the sixth full month of Services, VILLAGE's first payment of \$64,599.60, as set forth in Section 4.a above, will be reimbursed to the VILLAGE by BEEFREE in a pro-rated amount, for that portion of the initial six (6) months of Services in which the Services are not performed following the date of termination.
- b. VILLAGE's operating hours, as contemplated in Section 2.b. above, will be established in a writing agreed upon by the Parties prior to the beginning of the Term, and may be modified by subsequent agreements of the Parties as ridership data becomes available throughout the Term. VILLAGE reserves the right to adjust the hours and timing based on actual demand, subject to BEEFREE's approval and ability to perform, which shall not be unreasonably withheld.

- c. VILLAGE shall be responsible for installation and maintenance of the one (1) fast charger and any costs associated therewith at all times after acceptance of the delivery described in Section 2.d. above.
- d. If at any time during the Term VILLAGE determines that a BEEFREE employee assigned to drive the Vehicles is not providing satisfactory service, VILLAGE shall have the right to request that BEEFREE reassign and replace the driver with a BEEFREE employee who meets VILLAGE's standards. Any such request shall be made by VILLAGE to BEEFREE in writing and shall state the reason(s) for VILLAGE's request in detail sufficient to apprise BEEFREE of the basis for VILLAGE's request. BEEFREE shall act to comply with any reasonable request within seven (7) days of receiving such written notice from VILLAGE.
- e. If at any time during the Term VILLAGE determines that any part of a Vehicle is in disrepair, VILLAGE shall have the right to request that BEEFREE repair or replace such part so that it meets industry standards. BEEFREE shall repair or replace any such part identified by VILLAGE within seven (7) days of receiving notice from VILLAGE.
- f. BEEFREE will operate the Vehicles in VILLAGE's designated service area as delineated in the attached map.
- g. VILLAGE will provide one (1) covered and secured space for parking and charging the Vehicle for the duration of the Term at no cost to BEEFREE.
- h. BEEFREE will operate the service in accordance with CITT requirements: "The use of surtax proceeds for on-demand transportation services shall be limited to providing transportation services where the trip is no greater than 5 miles in distance and (1) where the origination or destination of the trip is solely within city boundaries; (2) where the origination of a trip is within city boundaries and the destination is the nearest Metrorail station or South Dade Transitway bus shelter; (3) where the origination of a trip is the Metrorail station or South Dade Transitway bus shelter closest to the city boundary of the city where the intended destination of the trip is located; <u>or</u> (4) where the origination or destination of the trip is a public transit park-and-ride facility. Each city that uses surtax proceeds for on-demand transportation services shall provide an annual report to the County describing the city's implementation of the on-demand transportation services in accordance with this paragraph."
- i. Should local law allow for BEEFREE to sell advertising space on the Vehicles at any time during the Term, and provided BEEFREE is able to sell such advertising space, BEEFREE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. Any advertising revenue generated from the sale of advertising on the Vehicles during the Term shall be divided equally between BEEFREE and VILLAGE, with each entitled to 50% of advertising revenue that is generated and received by BEEFREE. VILLAGE shall be permitted to apply its share of such revenue, if any, towards subsidizing the Rates it has agreed to pay hereunder, subject to the terms set forth in Section 4.e. above. At any time, VILLAGE may request copies of advertising agreements entered into for the placement of advertising on the Vehicles and BEEFREE will furnish said copies within fifteen (15) business days of receipt of such a request. Nothing in this section should be deemed to constitute a guarantee that BEEFREE will sell advertising space or generate any revenue by selling advertising on the Vehicles during the Term, and VILLAGE expressly acknowledges that no such guarantee has been made by BEEFREE.
- j. Any and all notices shall be in writing and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth below for the following contact persons for each party. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notices shall be provided to the following individuals to be deemed effective:
 - a. VILLAGE: Attn: Ralph Rosado, Village Manager

North Bay Village 1666 Kennedy Causeway, #300 North Bay Village, FL 33141 (305) 259-1234 rrosado@nbvillage.com

b. BEEFREE:

Attn: Jason Spiegel, M 2312 N Miami Avenue Miami, FL 33127 (215) 370-5699 jason@ridefreebee.com

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, effective as of the date last written below.



This amendment (the "Amendment") is made this λ_{1} day of <u>November</u>, 2018, by the Town of Miami Lakes ("Town") and BEEFREE, LLC, parties to the Master Services Agreement dated November 17th, 2017 (the "Agreement").

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed Agreement as follows:

1. Exhibit A, Rates and Services Addendum, Section 2, Services, item a. is deleted in its entirety and replaced with the following:

"BEEFREE will provide two (2) "Freebee" 2017 E6 Electric vehicles with full doors and windows and one (1) "XL Freebee" 2018 Zenith Electric Passenger Van dedicated to TOWN (the "Vehicles") for the duration of the Term. At least two of the Vehicles, one Freebee and one XL Freebee, will be wheelchair accessible in compliance with the requirements of the Americans with Disabilities Act ("ADA")."

2. Exhibit A, Rates and Services Addendum, Section 2, Services, item b. is deleted in its entirety and replaced with the following:

"BEEFREE will operate three (3) of the Vehicles within TOWN's designated service area at all times during TOWN's operating hours (weather and conditions permitting) with the only exception being when a driver takes their thirty (30) minute lunch, during which two (2) vehicles will be in operation and BEEFREE will take all reasonable steps to limit this downtime in service. TOWN's base operating hours are from 8:00am to 3:00pm, Monday through Friday for the on-demand transportation service and 6:00 am to 10:40 am and 2:30 pm to 7:00 pm Monday-Friday for the XL Freebee circulator route. TOWN will provide the XL Freebee circulator route in a subsequent writing. TOWN reserves the right to increase the service hours and number of Vehicles during the term of the Agreement. BEEFREE agrees that at all times during TOWN's operating hours, at least two (2) Vehicles in compliance with ADA requirements will be available to accommodate passengers upon request, and BEEFREE will operate the ramping system and secure any wheelchairs to the vehicle should such accommodations be requested."

3. Exhibit A, Rates and Services Addendum, Section 2, Services, item d. is deleted in its entirety and replaced with the following:

"Prior to the beginning of the Term, BEEFREE will deliver to TOWN one (1) fast charger for charging the "Freebee" 2017 E6 Electric vehicles and one (1) EV charger for charging the "XL Freebee" 2018 Zenith Electric Passenger Van."

Master Services Agreement

Amendment # 2

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4. Exhibit A, Rates and Services Addendum, Section 3, Compensation & Rates item a. is deleted in its entirety and replaced with the following:

"TOWN shall pay an hourly rate of \$33.88 per "Freebee" Vehicle and \$42.25 per "XL Freebee". TOWN guarantees a minimum of thirty-five (35) hours per "Freebee" Vehicle per week for ondemand transportation services and a minimum of forty-seven (47) hours for the XL Freebee Vehicle as a base for operations. Service for Special Events, Sunday On-Demand Service, or any additional hours previously approved by TOWN, will be billed at an hourly rate of \$28.00 per Vehicle."

5. Exhibit A, Rates and Services Addendum, Section 4, Payment Terms, is hereby amended as follows:

"e. Upon execution of this Amendment to the Master Services Agreement, TOWN shall pay \$52,178.75 for the XL Freebee Vehicle, which shall apply towards the initial six (6) months of the XL Freebee circulator service. XL Freebee circulator services shall commence within seven (7) days after TOWN issues a written notice to proceed to BEEFREE."

6. Exhibit A, Rates and Services Addendum, Section 5, Additional Terms, is hereby amended as follows:

"i. Should this Addendum terminate at any time prior to the sixth full month of XL Freebee circulator services, the TOWN's payment of \$52,178.75 for XL Freebee circulator service, as set forth in Section 4.e. above, will be reimbursed to the TOWN by BEEFREE in a pro-rated amount, for that portion of the initial six (6) months of XL Freebee circulator services in which the services are not performed following the date of termination."

7. Exhibit A, Rates and Services Addendum, Section 5, Additional Terms, item g. is deleted in its entirety and replaced with the following:

"TOWN will provide two (2) covered and secured parking spaces for the "Freebee" Vehicles and one (1) secured parking space for the "XL Freebee" vehicle for the duration of the Term at no cost to BEEFREE."

8. Exhibit A, Rates and Services Addendum, Section 2, Services, item e. is deleted in its entirety and replaced with the following:

"Prior to the beginning of the Term, BEEFREE will add TOWN as an additional insured on BEEFREE's automobile insurance policy (of at least \$5 million), on BEEFREE's general liability policy (of at least \$3 million), and on BEEFREE's workers' compensation policy (of at least \$500,000), and in compliance with Florida State Law. TOWN will remain as an additional insured on said policies throughout the Term. BEEFREE will provide TOWN with Certificates of Insurance reflecting the above stated policies within ten (10) business days of written request from TOWN. BEEFREE will

Master Services Agreement

Amendment # 2



EXHIBIT A RATES AND SERVICES ADDENDUM

This Rates and Services Addendum ("Addendum") supplements the Master Services Agreement between BEEFREE, LLC ("BEEFREE") and MIAMI LAKES ("TOWN"), made and entered into on November ______, 2017 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein.

In consideration of the promises and covenants contained herein, and for good and valuable consideration, BEEFREE and TOWN (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. Term. The term of the Services set forth under this Addendum shall commence on November 1, 2017, and shall remain in full force and effect until October 31, 2019 (the "Term"), unless terminated sooner pursuant to the terms of the Agreement.

TOWN, by action of the Town Manager, will have three (3) options to extend the Term for additional periods of one (1) year each, subject to continued satisfactory performance as determined by the Town Manager, and to the availability and appropriations of funds. Should TOWN wish to exercise its option to extend the Term, it shall notify BEEFREE in writing at least ninety (90) days prior to the expiration of the preceding Term.

- 2. Services. This Addendum is limited in scope to the following services (the "Services"), which BEEFREE agrees to provide to TOWN at the rates specified herein (the "Rates"):
 - a. BEEFREE will provide two (2) "Freebee" 2017 E6 Electric vehicles with full doors and windows dedicated to TOWN (the "Vehicles") for the duration of the Term. At least one of the Vehicles dedicated to TOWN will be wheelchair accessible in compliance with the requirements of the Americans with Disabilities Act ("ADA").
 - b. BEEFREE will operate two (2) of the Vehicles within TOWN's designated service area at all times during TOWN's operating hours (weather and conditions permitting) with the only exception being when a driver takes their thirty (30) minute lunch, during which one (1) vehicle will be in operation and BEEFREE will take all reasonable steps to limit this downtime in service. TOWN's base operating hours are from 8:00am to 3:00pm, Monday through Friday. TOWN reserves the right to increase the service hours and number of Vehicles during the term of the Agreement. BEEFREE agrees that at all times during TOWN's operating hours, at least one (1) Vehicle in compliance with ADA requirements will be available to accommodate passengers upon request, and BEEFREE will operate the ramping system and secure any wheelchairs to the vehicle should such accommodations be requested.
 - c. BEEFREE will provide drivers for the Vehicles, who will act as brand ambassadors for the Town of Miami Lakes and will communicate public service announcements as may be communicated by TOWN to BEEFREE from time to time.
 - d. Prior to the beginning of the Term, BEEFREE will deliver to TOWN one (1) fast charger for charging the Vehicles.
 - e. Prior to the beginning of the Term, BEEFREE will add TOWN as an additional insured on BEEFREE's automobile insurance policy (of at least \$1 million), on BEEFREE's general liability policy (of at least \$3 million), and on BEEFREE's workers' compensation policy (of at least \$500,000), and in compliance with Florida State Law. TOWN will remain as an additional insured on said policies throughout the Term. BEEFREE will provide TOWN with Certificates of Insurance reflecting the above stated policies within ten (10) business days of written request from TOWN. BEEFREE will provide not less than twenty (20) business days' written notice before any policy or coverage is cancelled, restricted, or a material change is made.

- f. BEEFREE will assist TOWN in developing a marketing plan to encourage ridership on the Vehicles during the Term by creating a complimentary promotional video and promotional brochures at no additional cost to TOWN.
- g. Beginning with the second month of the Term and continuing for each month of the Term thereafter, BEEFREE will provide TOWN with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). BEEFREE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed to between the Parties.
- 3. Compensation & Rates. As consideration for the Services listed above, TOWN shall pay BEEFREE at the following Rates:
 - a. TOWN shall pay an hourly rate of \$33.88 per Vehicle. TOWN guarantees a minimum of thirty-five (35) hours per Vehicle per week as a base for operations. Any additional hours, previously approved by TOWN, will be billed at a maximum of \$33.88 per Vehicle.
- 4. Payment Terms. TOWN agrees to pay the Rates in installments, as follows:
 - a. First payment of **\$61,666.67** to BEEFREE upon execution of this Addendum, which shall apply towards the initial six (6) months of base services;
 - b. After the initial six (6) months of Services, BEEFREE shall invoice the Town once per month for all Services provided during the prior month.
 - c. TOWN will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. All payment(s) shall be made in accordance with the State of Florida Government Prompt Payment Act.
 - d. With each invoice to TOWN, BEEFREE will attach a record of invoices for any advertising agreements entered into in connection with the Vehicles as backup to support any credit to TOWN. However, BEEFREE shall be under no obligation to make any payment or provide any credit to TOWN until such time, and only to the extent, that payment of an invoice for advertising on the Vehicles is actually received by BEEFREE.

5. Additional Terms.

- a. Should this Addendum terminate at any time prior to the sixth full month of Services, the TOWN's first payment of \$61,666.67, as set forth in Section 4.a above, will be reimbursed to the TOWN by BEEFREE in a pro-rated amount, for that portion of the initial six (6) months of Services in which the Services are not performed following the date of termination.
- b. TOWN's operating hours, as contemplated in Section 2.b. above, will be established in a writing acquiesced to by the Parties prior to the beginning of the Term, and may be modified by subsequent agreements of the Parties as ridership data becomes available throughout the Term. TOWN reserves the right to adjust the hours and timing based on actual demand, subject to adherence with the terms set forth in Section 3.a. above.
- c. TOWN shall be responsible for installation and maintenance of the fast chargers and any costs associated therewith at all times after acceptance of the delivery described in Section 2.c. above.
- d. If at any time during the Term TOWN determines that a BEEFREE employee assigned to drive the Vehicles is not providing satisfactory service, TOWN shall have the right to request that BEEFREE reassign and replace the driver with a BEEFREE employee who meets TOWN's standards. Any such request shall be made by TOWN to BEEFREE in writing, and shall state the reason(s) for TOWN's request in detail



sufficient to apprise BEEFREE of the basis for TOWN's request. BEEFREE shall take action to comply with any reasonable request within seven (7) days of receiving such written notice from TOWN.

- e. If at any time during the Term TOWN determines that any part of a Vehicle is in disrepair, TOWN shall have the right to request that BEEFREE repair or replace such part so that it meets industry standards. BEEFREE shall repair or replace any such part identified by TOWN within seven (7) days of receiving notice from TOWN.
- f. BEEFREE will operate the Vehicles in TOWN's designated service area as delineated in the attached map.
- g. TOWN will provide two (2) covered and secured parking spaces for the Vehicles for the duration of the Term at no cost to BEEFREE.
- h. Should local law allow for BEEFREE to sell advertising space on the Vehicles at any time during the Term, and provided BEEFREE is able to sell such advertising space, BEEFREE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. Any advertising revenue generated from the sale of advertising on the Vehicles during the Term shall be divided equally between BEEFREE and TOWN, with each entitled to 50% of advertising revenue that is generated and actually received by BEEFREE. TOWN shall be permitted to apply its share of such revenue, if any, towards subsidizing the Rates it has agreed to pay hereunder, subject to the terms set forth in Section 4.d. above. At any time, TOWN may request copies of advertising agreement entered into for the placement of advertising on the Vehicles and BEEFREE will furnish said copies within fifteen (15) business days. Nothing in this section should be deemed to constitute a guarantee that BEEFREE will sell such advertising space or generate any revenue by selling advertising on the Vehicles during the Term, and TOWN expressly acknowledges that no such guarantee has been made by BEEFREE.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, effective as of the date last written below.

Attest:	TOWN OF MIAMI LAKES
By: Gina Inguanzo, Town Clerk By	Alex Rey, Town Manager
Legal Sufficiency:	
By: Raul Gastesi, Town Attorney	`
Witness:	
Signed, sealed and witnessed in the presence of:	As to BEEFREE :
Ву:	By: Name: Jason Spicell

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MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made and entered into on this [1] day of November, 2017, by and between BEEFREE, LLC, a limited liability company duly organized and existing under the laws of the State of Florida and having its principal place of business at 2312 North Miami Avenue, Miami, Florida 33127 ("BEEFREE"), and TOWN OF MIAMI LAKES, a municipal corporation duly organized and existing under the laws of the State of Florida and having its principal address at 6601 Main St, Miami Lakes, Florida 33014 ("TOWN" or "Town"). This Agreement provides the general terms and conditions applicable to TOWN's purchase of services from BEEFREE.

In consideration of the promises and covenants contained in this Agreement, and for good and valuable consideration, BEEFREE and TOWN (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. Scope of Services. This Agreement shall serve as a master agreement between the Parties, which sets forth the basic terms that shall apply to the respective rights and obligations of the Parties during the term of this Agreement. Specific services and rates for such services shall be set forth in a separate Rates and Services Addendum ("Addendum"), which may be amended by written agreement to from time to time between the Parties, and which shall require execution by each party hereto in order to be effective and binding. Each Addendum shall reference this Agreement and shall be governed by the terms and conditions herein. In the event of a conflict between any Addendum and this Agreement, the terms and conditions of this Agreement shall control, unless the Addendum expressly states that the terms and conditions of the Addendum shall control. Specific terms in an Addendum shall not affect any other Addendum under this Agreement without the express written agreement of the Parties.

2. Description of Services. BEEFREE provides mobile application-based transportation and marketing services to members of the public for the benefit of its clients via BEEFREE's 100% electric and customized low-speed vehicles known as "Freebees." As BEEFREE's services are specifically tailored for each of its clients, the specific nature of the services that will be provided to TOWN hereunder will be specified in the Addendum(s) hereto.

3. Compensation and Payment. The rates for services and terms of payment will be based on the type and number of services requested by TOWN, and will be specified in the Addendum(s) hereto. Whenever feasible, BEEFREE will electronically invoice TOWN at least fourteen (14) days prior to payment due date. Any payments not received within forty-five (45) calendar days of an invoice date shall bear interest at the maximum statutory rate until paid. Failure or delay in invoicing shall not excuse TOWN from its payment obligations, however, it may result in a delay of payment.. Any and all disputes related to an invoice issued by BEEFREE must be made by TOWN, in writing, within ten (10) calendar days of the payment due date for the invoice.

4. Term and Period of Performance. This Agreement shall commence immediately upon execution of the first Addendum hereto, and, unless terminated earlier pursuant to Section 5 below or by mutual written agreement between the Parties, shall continue in full force and effect thereafter until satisfactory completion of the services provided for in this Agreement and all Addendums hereto is achieved.

5. Termination. This Agreement, along with any Addendums hereto, may be unilaterally terminated in any of the following manners:

(a) Termination for Convenience: The Town may terminate this Agreement, along with any Addendum(s) for convenience at any time after the sixth continuous month of services performed under any Addendum hereto, by providing thirty (30) days written notice to BEEFREE. In the event of a termination for convenience, BEEFREE shall be paid for all services performed through the date of termination, based on the percentage of services completed (subject to applicable setoff rights) and BEEFREE shall not be entitled to any other compensation or damages from the Town.

(b) Termination for Cause: If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement or its Addendums, then that party may provide notice to the other party describing the alleged failure in reasonable detail. If the alleged failure relates to a failure to pay any sum due and owing under this Agreement, the breaching party shall have fifteen (15) business days after notice of such failure to cure the breach. If the breaching party fails to cure within the specified time, then the non-breaching party may immediately terminate this Agreement for cause by providing notice to the breaching party. With respect to all other defaults, if the breaching party does not, within fifteen (15) calendar days after receiving such written notice, either: (a) cure the material failure, or (b) if the breach is not one that can reasonably be cured within thirty (30) calendar days, then the non-breaching party. In the event of



termination by the Town for cause, BEEFREE shall be paid any sums otherwise due and owing for services performed through the date of termination, based on the percentage of services completed (subject to applicable setoff rights) and less any other damages payable to the Town.

(c) Termination for Bankruptcy: Either party shall have the immediate right to terminate this Agreement, by providing written notice to the other party, in the event: (i) the other party enters into receivership or is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of the other party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

(d) Continuation of Services: BEEFREE will continue to perform Services during the notice period unless otherwise mutually agreed upon between the Parties in writing. TOWN agrees to pay BEEFREE a prorated amount based on actual work performed during the notice period. Upon termination by either party, TOWN will pay BEEFREE for all services performed and charges and expenses reasonably incurred by BEEFREE in connection with the services provided under this Agreement and any Addendums through the date of termination.

6. Notice. Any and all notices provided for in this Agreement shall be in writing and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth below for the following contact persons for each party. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice.

TOWN:

Attn:	Alex Rey
	Town Manager
Address:	Town of Miami Lakes
	6601 Main St, #208
	Miami Lakes, FL 33014
Email:	reya@miamilakes-fl.gov
Cc:	Raul Gastesi
	Town Attorney
Address:	Town of Miami Lakes,
	6601 Main St, #208
	Miami Lakes, FL 33014
Email:	Miami Lakes, FL 33014 gastesir@miamilakes-fl.gov Icobiella Ogastesi, com

BEEFREE:

Attn:	Jason Spiegel
Address:	2312 N Miami Avenue, Miami, FL 33127
Tel:	215-370-5699
Fax/email:	jason@ridefreebee.com

Each party agrees to appoint responsible contact persons in order to ensure that the relevant contractual obligations are timely performed in accordance with this Agreement.

7. Force Majeure. BEEFREE shall not be liable to the TOWN for non-performance or delay in performance of any of its obligations under this Agreement and any Addendum(s) hereto due to acts of God, war, civil commotion, embargo, strikes, fire, theft, delay in delivery of services of sub-contractors or sub-suppliers, shortage of labor or materials, compliance with any regulation or directive of any national, state or local government, or any department or agency thereof, epidemic, hurricane, tropical storm, inclement weather, earthquake or any other similar unforeseen event or act of God (whether or not similar in nature to those specified) which are outside the reasonable control of BEEFREE; it

being understood that BEEFREE shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance.

8. Governing Law. This Agreement shall be construed, interpreted and governed exclusively by and pursuant to the laws of the State of Florida, without reference to any conflicts-of-laws rules or principles that may or would require the application of the law of any other jurisdiction.

9. Venue. The Parties agree that any controversy, disagreement, claim, dispute or other proceeding between them which relates to or arises out of this Agreement, or which is otherwise related in any manner to the relationship between the Parties, shall be subject to the exclusive jurisdiction and venue of the courts of the State of Florida located in Miami-Dade County, Florida. Each party irrevocably waives any right that it may have to a trial by jury in connection with any dispute arising out of or in connection with this Agreement and any Addendums hereto.

10. Default. In the event of any lawsuit, litigation, proceeding or action (collectively, "Action") necessitated by a party's default with respect to its obligations under this Agreement, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the Action, including, but not limited to, reasonable attorneys' fees and costs.

11. Severability. If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.

12. Indemnification and Hold Harmless.

To the fullest extent permitted by laws and regulations, BEEFREE shall defend, indemnify, and hold harmless the TOWN, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the services provided hereunder, any failure of BEEFREE to properly maintain the Freebee vehicles, and/or any manufacturer defect and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of BEEFREE, any subconsultant, subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement. The parties expressly agree that this provision shall be construed broadly, and BEEFREE's obligations to pay for the Town's legal defense hereunder shall arise and be fully enforceable when BEEFREE (or any subconsultant or any person or organization directly or indirectly employed by BEEFREE) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the services required under this Agreement. For any matters in which BEEFREE is obligated to pay for the TOWN's legal defense hereunder, BEEFREE shall be permitted to retain counsel of its choosing for both BEEFREE and the TOWN, provided that such legal counsel is reasonably acceptable to the TOWN, which consent shall not be unreasonably withheld. Any failure of BEEFREE to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject BEEFREE to debarment from consideration for future award of Town contracts pursuant to Section 17 of Ordinance 12-142 of the Town of Miami Lakes Municipal Code. This provision shall survive termination of the Agreement.

In any and all claims against the Town or any of its elected or appointed officials, consultants, agents, or employees by any employee of BEEFREE, any subconsultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for BEEFREE or any such subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law. 13. Remedies and Waivers. No failure to exercise, nor any delay in exercising, on the part of either party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

14. Assignment. This Agreement shall not be assignable by either party, in whole or in part, without the written consent of the other party, which consent shall not be unreasonably withheld or denied.

15. Construction and Interpretation. The rule requiring construction or interpretation against the drafter is waived. This Agreement and all Addendums hereto shall be deemed as if they were drafted by both Parties in a mutual effort.

16. Entire Agreement. This Agreement and the Addendum(s) hereto form the entire agreement between the Parties relating to the subject matter hereof. Except as otherwise agreed in this Agreement, all amendments and modifications to this Agreement shall be made by a written document executed by both Parties.

17. Waiver of Consequential Damages. BEEFREE waives claims against the Town for consequential damages arising out of or related to this Agreement or its performance including, but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any work not performed by BEEFREE.

18. Florida Public Records Law, Florida Statutes Chapter 119. Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. BEEFREE acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the Town in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the Town for such disclosure and/or production. BEEFREE also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the Town. Furthermore, BEEFREE agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

19. Sovereign Immunity. BEEFREE acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by BEEFREE against the Town other than claims arising out of this Agreement. Specifically, BEEFREE acknowledges that it cannot and will not assert any claims against the Town, unless the claim is based upon a breach by the Town of this Agreement. BEEFREE acknowledges that this Agreement in no way estops or affects the TOWN's exercise of its regulatory authority. In addition, the TOWN retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. BEEFREE acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the TOWN of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the TOWN. All obligations of the TOWN are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the Town, its commissioners, attorneys, administrators, consultants, agents, or any TOWN employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the TOWN and BEEFREE.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

Attest:	TOWN OF MIAMI LAKES
NAN	~
By: All Ver	By:
Gina Inguánzo, Town Clerk	Alex Rey, Town Manager

Legal Sufficiency:

Witness:

By: Raul Gastesi, Town Attorney

As to BEEFREE:

Signed, sealed and witnessed in the presence of: By

By: Jasan Nap Beeler Title:



provide not less than twenty (20) business days' written notice before any policy or coverage is cancelled, restricted, or a material change is made."

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives, effective as of the date first written above.

For the Town:

Alex Rey, Town Manager

Attest:

+0

Gina Inguanzo, Town Clerk

Approved as to kegal Sufficiency:

Raul Gastesi, Town Attorney

For Contractor:

Signature Jas

Printed Name

Mana Title

Witnesseg

Signature

Printed Name



North Bay Village Recommendation Memorandum

- DATE: May 14, 2019
- TO: Honorable Mayor, Vice Mayor and Members of the Village Commission
- FROM: Ralph Rosado, Interim Village Manager
- THROUGH: Ralph Rosado, Interim Village Manager
- SUBJECT: Noriega v. North Bay Village

<u>REQUEST</u>

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SETTLEMENT AND RELEASE OF CASE NO. 2018-18-CV-22172-MGC, CARLOS NORIEGA V. NORTH BAY VILLAGE; CONFIRMING THE APPOINTMENT OF CARLOS NORIEGA AS CHIEF OF POLICE, PURSUANT TO SECTION 4.01 OF THE VILLAGE CHARTER; APPROVING, IN SUBSTANTIALLY THE FORM PROVIDED, AN EMPLOYMENT AGREEMENT WITH CARLOS NORIEGA; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SETTLEMENT AND RELEASE OF CASE NO. 2018-18-CV-22172-MGC, CARLOS NORIEGA V. NORTH BAY VILLAGE; CONFIRMING THE APPOINTMENT OF CARLOS NORIEGA AS CHIEF OF POLICE, PURSUANT TO SECTION 4.01 OF THE VILLAGE CHARTER; APPROVING, IN SUBSTANTIALLY THE FORM PROVIDED, AN EMPLOYMENT AGREEMENT WITH CARLOS NORIEGA; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Mr. Carlos Noriega initiated litigation against North Bay Village (the "Village") resulting from his employment and termination from the Village, CASE NO. 2018-18-CV-22172-MGC, CARLOS NORIEGA V. NORTH BAY VILLAGE (the "Litigation"); and

WHEREAS, Mr. Noriega and the Village have a mutual desire to resolve the Litigation and have reached an amicable resolution whereby Mr. Noriega will resume his employment with the Village and other consideration; and

WHEREAS, the Mayor and Commission desire to dispose of the Litigation and settle the matter

in accordance with the terms provided below; and

WHEREAS, Section 4.01(G)(2) of the Village Charter, the appointment of Mr. Noriega as Chief

of Police must be confirmed by the Village Commission; and

WHEREAS, pursuant to the terms of the settlement of the Litigation, Mr. Noriega and the Village will enter into an employment agreement, in substantially the form attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS: Section 1. <u>Recitals.</u> The foregoing Recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. <u>Approval of Terms of Settlement.</u> The settlement of the litigation between Mr. Carlos Noriega and North Bay Village is approved on the following terms:

- Reinstatement of Mr. Noriega to the position of the Chief of Police of the Village, pursuant to the terms of an employment agreement, with the corresponding compensation and benefits of the position and statutorily-permitted 20 weeks of severance for termination for convenience;
- A payment of \$75,000.00, from the Village to Mr. Noriega, payable by the Village's Insurer, Florida Municipal Insurance Trust; and
- Full release of all pending or potential prior claims by Mr. Noriega for the benefit of the Village.

It is acknowledged that the terms of this settlement will be formalized in or more documents. The City Manager is hereby authorized to finalize and execute such settlement documents, upon a determination of legal sufficiency by the Village Attorney.

Section 3. Appointment. Pursuant to Section 4.01 of the Village Charter, the appointment of Mr. Carlos Noriega, as Chief of Police, effective May 15, 2019, is hereby approved.

<u>Section 4.</u> <u>Approval of Employment Agreement.</u> The employment agreement by and between Mr. Noriega and the Village, in substantially the form provided in Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved. The City Manager is authorized to finalize and execute the employment agreement, upon a determination of legal sufficiency by the Village Attorney Section 5. Implementation. The Village Manager and the Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

<u>Section 6.</u> <u>Effective Date.</u> This Resolution shall take effect immediately upon adoption.

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

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of May, 2019.

Brent Latham, Mayor

ATTEST:

Elora Riera, CMC Village Clerk

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

By: _____ Weiss Serota Helfman Cole & Bierman, PL Interim Village Attorney





North Bay Village

REGULAR VILLAGE COMMISSION MEETING MINUTES MARCH 12, 2019 6:30 P.M. 1666 Kennedy Causeway, #101, North Bay Village, FL 33141

1. OPENING ITEMS

CALL TO ORDER

Mayor Brent Latham called the meeting to order at 6:47 p.m.

INVOCATION

Reverend Rodolfo Santana gave the Invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Present were the following:

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

Also Present:

Interim Village Manager Dr. palph Rosado Interim Village Attorney Daniel Espino Interim Village Clerk Graciela Mariot Finance Director Bert Wrains Acting Chief Brian Collins

2. A. PRESENTATIONS, PROCLAMATIONS AND AWARDS

i. INTERNATIONAL WOMEN'S DAY AWARD, DENISE O'BRIEN

Commissioner Strout presented Village resident Denise O'Brien with the first annual International Women's Day Award.

ii. PROCLAMATION HONORING LOCAL WOMEN FOR WOMEN'S HISTORY MONTH

- a. Anne Bakst
- b. Rivien Murphy
- c. Doris O'Hare
- d. Jodie Wilmoth
- e. Julianna Strout
- f. Andreana Jackson
- g. North Bay Village Staff

Commissioners Jackson and Strout read a Proclamation recognizing March 2019 as Women's History Month in North Bay Village, and Mayor Latham recognized the local women named above for their service and contributions. Interim Village Clerk Grace Mariot was also honored for her years of service.

iii. SWEARING IN CEREMONY FOR OFFICER ANTHONY JIMENEZ

Interim Village Clerk Mariot performed the swearing-in ceremony for Officer Anthony Jimenez.

B. CITIZEN PRESENTATIONS TO THE COMMISSION

i. Miami Dade Fire Chief Annual Service Presentation

Miami-Dade Fire Chief Dave Downey and Assistant Chief of Operations Arthur Holmes made a presentation on the Miami-Dade Fire Department, which is one of the ten largest full service Fire Departments in the United States. In 2018 they responded to approximately 260,000 calls for service.

Chief Downey continued that the Miami-Dade Fire Department has served North Bay Village since 1972. Most calls are handled by Station 27. The average response time to emergencies in the Village is six minutes and 32 seconds, which is below the County average.

Mayor Latham noted that the Village is seeking to construct a local Fire Station. Chief Downey advised that this is critically important, as the Department is not currently based in the Village. He looked forward to working with the Village to accomplish this goal.

C. ADDITIONS AND DELETIONS (ORDER OF BUSINESS)

Interim Village Manager Dr. Ralph Rosado provided backup materials related to a change to Item 9c, which refers to a grant proposal for the Boardwalk planned along the waterfront.

3. GOOD & WELFARE (OPEN FORUM)

Kevin Vericker, resident, stated that the Village should develop and implement an effective communications plan, emphasizing the importance of clarity on various issues and regulations for residents, as well as project plans and workshops.

Dr. Mary Fernandez, resident, thanked Commissioner Strout for the recent forum in honor of International Women's Day. She felt there should be more of these programs in the Village to focus proactively on local projects and initiatives.

Tim Dennis, resident, addressed issues with the Causeway Bridge, which continues to be raised during morning rush hour traffic despite an agreement to the contrary. He requested that the Village look further into this issue.

Allen Markelson, resident, stated his intent to run for the office of Senator. He asserted that if elected, he would communicate the interests of the Village.

Doris O'Hare, resident, commended Commissioner Strout on the recent Women's Initiative Panel. She also expressed concern with the holes created by construction activity on South Treasure Drive, cautioning that neighbors have experienced accidents in this area.

Michael Pizzi, recalled that former Village Public Works Director Juan Valiente had received a letter from the Interim Village Manager informing him that his position would be eliminated as of October 1, 2018. He noted that this position is now being created in the Village once again, which he felt was unfair to Mr. Valiente. He recommended giving additional consideration to this decision.

Rachel Streitfeld, resident, addressed pedestrian conflicts at the 79th Street intersection. Drivers turning left from Treasure Drive onto the Causeway have a conflict with the "walk" signal at this intersection. She requested that the Interim Village Manager work with Miami-Dade County or the Florida Department of Transportation (FDOT) to address this issue.

4. VILLAGE COMMISSION'S REPORT

Commissioner Strout stated that Best Buddies International will hold a Friendship Walk on Saturday, March 16, 2019 at Bayfront Park in Downtown Miami. North Bay Village is a fundraising sponsor for this event. She reviewed the recent International Women's Day event, which provided a panel discussion and an opportunity for networking. An Earth Day-themed event is planned for April 2019, and an AIDS Walk is scheduled for March 23, 2019.

Commissioner Strout added that she was able to negotiate a resident ticket discount for both Miami Heat games and the Miami Open. Interested individuals are invited to contact Village Hall.

Commissioner Jackson spoke to the concerns raised by Ms. O'Hare during Good and Welfare, stating that Interim Village Manager Rosado has begun addressing similar issues throughout the Village that occurred during the 2018 hurricane season. She noted that on March 23, 2019, a Vegan Soul Festival is scheduled from 12 p.m. to 6 p.m.

Commissioner Alvarez recognized outgoing Village Clerk Grace Mariot for her service to the Village. He thanked Interim Village Manager Rosado for arranging a trip for four members of the Commission to attend a state legislative session in Tallahassee.

Vice Mayor Wilmoth congratulated the individuals honored by the Women's History Month proclamation. He thanked all who attended the inaugural meeting of the Sea Level Rise and Climate Change Task Force and contributed their knowledge and experience. Vice Mayor Wilmoth concluded that he will attend a 30-day policy fellowship exchange in Europe to discuss sea level rise, climate change, and housing solutions.

Mayor Latham thanked the Village residents who have reached out to him in recent weeks with words of support. He congratulated Vice Mayor Wilmoth on the policy fellowship he will attend, noting that there may be many lessons to be learned from the European Union.

A residents' Open House recently concluded at Village Hall. Mayor Latham thanked all who attended and emphasized that the Village's offices work for them. He added that members of the Commission will meet with the State Legislature in Tallahassee to discuss funding issues and other matters of importance to the Village.

The following Item was taken out of order on the Agenda.

6. ADVISORY BOARD REPORTS

A. ANIMAL CONTROL ADVISORY BOARD 1. Board Chair Cecilia Veloz

Animal Control Advisory Board Chair Cecilia Veloz reported that the Board's first meeting was held on March 7, 2019. Board Offices were assigned and the meeting date was established as the first Thursday of every month at 6 p.m.

The Board members discussed the cat feeding program and agreed to bring back more information for further discussion at their next meeting. A quarterly newsletter will be printed on an "as needed" basis with holiday information and other news.

It was brought to the Board's attention that the former Interim Village Manager had taken steps toward canceling the Village's agreement with Pets and Vets regarding services for the trap/neuter/return (TNR) program. These steps have since been corrected. A monthly report will be sent to the Interim Village Manager, Village Clerk, and Code Enforcement stating the number of cats neutered or spayed in a month and the number remaining to be neutered or spayed. This information will be shared on the Village website. It is estimated that 27 of 127 feral cats on Treasure Island still need to be spayed/neutered.

B. BUSINESS DEVELOPMENT ADVISORY BOARD 1. Board Chair Timothy Dennis

No report was given at this time.

C. CITIZENS BUDGET & OVERSIGHT BOARD 1. Board Chair Jack Rattner

Citizens Budget and Oversight Board Chair Jack Rattner reported that the advisory body's second meeting was held on February 19, 2019. This Board works closely with Village Finance Director Bert Wrains, and has noted discrepancies in how issues were addressed in the past. As proper Human Resources paperwork could not be located for changes to the salaries or status of Village Staff, the Board voted unanimously to recommend that all Village hiring practices be properly documented with the appropriate forms.

The Board also reviewed the details and results of the five-year audit. The auditors identified \$157,554 from the Village's Citizens' Independent Transportation Trust (CITT) funds which were not used for eligible purposes. A total of \$328,348 in John F. Kennedy (JFK) Causeway costs was also unsupported at the time of the audit. The Finance Director has provided documentation to the auditor and will update the Commission on this issue as well, which should leave only the \$157,554 in ineligible funds at this time. The Board recommends that in the future, all projects be sent to CITT first to seek an opinion on the projects' eligibility prior to commencement.

The Board's recommendation from the previous month, which states that at least one Board member should be part of the Village's Selection Committee, is included as part of a Resolution on tonight's Consent Agenda.

Mayor Latham requested additional information on the documentation regarding JFK Causeway. Chair Rattner recalled that Finance Director Wrains developed a spreadsheet reflecting the use of the \$328,348, although it was not limited to the Causeway. Interim Village Manager Rosado explained that the Finance Department has communicated extensively with CITT to recoup the full \$157,554 in any way possible. The Village is seeking CITT's approval that expenses are eligible before submitting them for projects.

D. PLANNING & ZONING BOARD 1. Board Chair Bud Farrey

The Planning and Zoning Board is scheduled to meet for the first time on March 21, 2019.

E. SUSTAINABILITY AND RESILIENCY TASK FORCE 1. Board Chair Denise O'Brien

Sustainability and Resiliency Task Force Chair Denise O'Brien stated that this advisory entity recently held its first meeting and elected Officers. The Vice Mayor serves as one of the Task Force's non-voting members. Representatives from Miami-Dade County's Office of Resilience were also present at the meeting.

The Commissioners are asked to reach out to the State Legislature during their upcoming visit for funding to address the effects of sea level rise. Funding is also anticipated from the federal government. The Village also seeks to partner with the cities of Miami and Miami Beach, which will use their own sustainability funding to build appropriate infrastructure.

The Task Force has made the following recommendations:

- That the Village participate in the Southeast Florida Climate Compact Initiative, which brings together several South Florida municipalities to share resources and data on climate change and its effects. There are no financial implications to Compact membership.
- Adoption of the Compact's unified sea level rise projection as a standard, which provides a baseline and assists the Village's ability to plan for climate change and make future recommendations of a substantive nature.

Task Force Vice Chair Rachel Streitfeld also recommended that the Commission undertake municipal sponsorship of an international pitch competition between Tel Aviv University in Israel and local governments in South Florida. The competition proposes a challenge to develop innovative technologies to treat stormwater runoff in a cost-effective, energy-efficient manner. The winner will hopefully implement the technology through a local government. There is no financial obligation.

5. GRANT WRITER'S REPORT

Village Grant Writer Lakeesha Morris provided a written list of grants. She noted that while the Village had intended to submit a construction application to the Florida Inland Navigation District (FIND) for \$1.5 million for construction of Baywalk linear park, it was determined that the Village would not be able to obtain a permit for this work by September 30, 2019, which would make it ineligible for grant funding. Instead, she suggested that the Village apply for FIND funding for a connector bridge for the north and south plazas beneath JFK Causeway. The request would be for design, and permitting costs, which would be good for three years. The estimated cost for this work would be approximately \$200,000. The Village would request \$100,000 from FIND and provide the remaining \$100,000 in local matching funds.

The Village has also submitted a legislative appropriation request for the Baywalk project. If this appropriation is approved, the work plan can be renegotiated. A revised Resolution is provided by Interim Village Manager Rosado in the backup materials.

The Commissioners discussed the timing of the Baywalk project, with Mayor Latham noting that lack of coordination contributed to an unacceptable loss of time. He commended Interim Village Manager Rosado for developing an action plan that would advance this project as quickly as possible. An application could be submitted for construction funds by March 2020, with the intent of beginning construction at the end of that year.

Grant Writer Morris pointed out that if the Village applies for grant funding for the design and permitting of the connector, once the permitting is in place they may request construction funding. At this point the Village would be reimbursed for 50% of their design and permitting costs. If they apply for the construction of the Baywalk in March 2020, the request could be approved in September 2020. This means the plaza and the boardwalk could potentially be under construction at the same time.

7. VILLAGE ATTORNEY'S REPORT

Interim Village Attorney Daniel Espino advised that he has met with the Commissioners and discussed their priorities. He has begun "triaging" issues and Agenda Items, including the following:

- Land development Code
- Code enforcement
- Village-owned properties and bonds
- Litigation issues

8. VILLAGE MANAGER'S REPORT

A. PROJECT PROGRESS REPORT

Interim Village Manager Rosado stated that he has attended several recent events, including the Women's Initiative Panel, Residents' Open House, and meetings of the Village's advisory bodies. Upcoming events include traveling to Tallahassee with the Mayor and Commissioners to discuss the Village's top priorities, including the following:

- Funding for a wastewater pump station
- Stormwater pump station project
- Baywalk and other pedestrian improvements

The Village delegation will request funding for these projects during their time in Tallahassee.

Upcoming workshop events include:

- March 20, 2019: Transit workshop to discuss accessibility, shuttle service, and other issues
- March 28, 2019: Coffee with Interim Village Manager
- April 16, 2019: Discussion of use of the Village Hall site to explore the possibility of adding Police and Fire Department services to the complex

Interim Village Manager Rosado also addressed administrative issues, including the institution of regular debriefings for Department Heads and other key personnel the day after regular Commission meetings. This allows action to be taken immediately on items discussed during meetings. In addition, all Village employees have received updated copies of their job descriptions from Human Resources to ensure clarity of responsibilities.

Public Works projects include a County-wide FDOT assessment of bicycling facilities on all state roadways. FDOT is expected to be supportive of planned improvements for the Causeway, possibly including green striping of bike lanes.

A survey relating to the dog park is being revised to reflect the existence of a fence on this property. The Village is also expecting a design proposal and cost estimate for this facility. Interim Village Manager Rosado estimated that a functional dog park should be in place by summer 2019. Additional information will be provided in April.

B. IMPLEMENTATION OF A ZONING VERIFICATION APPLICATION

The Commission, Mayor, and Staff have met with members of Miami-Dade County's Neat Streets Department, which oversees the funding of public art. They also provide tree grants, for which the Village has applied. The Village is coordinating a tree giveaway for all residents.

- **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)

Approved on consent.

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)

Approved on consent.

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)

Approved on consent.

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)

Approved on consent.

Commissioner Strout made a motion, seconded by Commissioner Jackson, to approve the Consent Agenda.

At this time Mayor Latham opened public comment, which he closed upon receiving no input.

Upon roll call vote, the motion carried 5-0.

- **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)

1. Commission Action

This item was removed from the Agenda.

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)

Interim Village Manager Rosado explained that at present, the Village is in need of a Public Works Director to oversee a number of projects and personnel. This is a standard position within all municipal governments.

Commissioner Jackson made a motion, seconded by Vice Mayor Wilmoth, to approve.

At this time Mayor Latham opened public comment, which he closed upon receiving no input.

Upon roll call vote, the motion carried 4-0 with Commissioner Strout not present.



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)

Interim Village Manager Rosado advised that this Item is related to the design and modifications of an underground lift station, which has been in the pipeline for some time. Smaller pumps may lower the Village's operating costs, and relocating pumps underground means land will be available for other public uses.

Commissioner Jackson made a motion, seconded by Mayor Latham, to approve.

At this time Mayor Latham opened public comment, which he closed upon receiving no input.

Upon roll call vote, the motion carried 4-0 with Commissioner Strout not present.

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.

None.

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

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.

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) Mayor Latham explained that this Ordinance would add to the duties of the Community Enhancement Board.

Proposed new functions would include creation of an overall look and feel of the community through landscaping, enforcement of public Ordinances, and an arts and cultural element, including public art.

Specific powers and duties of this Board would include:

- 1. Continual study of the Village's needs for floral landscaping, including entrances of several islands and median strips of publicly and privately owned property
- 2. Determine the existence of violations of law which adversely affect the aesthetics of the Village
- 3. Entertain complaints from citizens regarding the existence of conditions that are detrimental to the aesthetic values and quality of life of the Village
- 4. File a report of the Board's activities with the Village Commission and Village Manager and make recommendations regarding beautification of the Village at least once per year
- 5. Recreation and Park planning activities
- 6. Programming, finances, and services
- 7. Physical components of outdoor and indoor leisure and cultural activities to meet the needs of as many people as possible
- 8. Social Services and other Human Resources planning, with special emphasis on the needs of Village residents

Mayor Latham characterized components 7 and 8 as activities planning, which he felt should be addressed by the Resident Services Board. The Community Enhancement Board would deal with quality of life issues, while Resident Services Board would deal with youth or elder services, special needs, and other events planned for the benefit of residents. He also recommended that the sixth component, which addresses programming, finances, and services, refer to specific activities detailed under the Community Enhancement Board's purview.

It was determined that components 6, 7, and 8 would be stricken from Item 11A and moved to Item 11B, and that component 6 be stricken from the Item.

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, to approve with the changes, striking 6, 7, and 8, and moving [them] to 11B.

At this time Mayor Latham opened public comment, which he closed upon receiving no input.

Upon roll call vote, the motion carried 5-0.

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)

Mayor Latham read the description for the Resident Services Board, which included the following responsibilities:

- 1. Organizing and planning resident events and workshops on contemporary subjects and coordinate collaborative event efforts with community-based organizations to provide and promote Village-sponsored events
- 2. Assist in the production of a Village periodical
- 3. Recreation and planning activities
- 4. Physical components of outdoor and indoor leisure, cultural, and recreational activities
- 5. Advocate for the needs and involvement of the Village's children and youth in the community
- 6. Promote the exchange of ideas and resources in order to better meet the needs of children and youth in the Village
- 7. Provide input and ideas as to educational programs and initiatives that affect Village youth, including but not limited to the Treasure Island Elementary Baccalaureate Program
- 8. Promote the exchange of ideas and resources in order to better meet the needs of residents with special needs
- 9. Provide and input information as to government or private agencies that provide services for residents with special needs

Mayor Latham recommended that component 2 be removed, as this responsibility would fall under the communications duties of either a Public Information Officer or a consultant acting in this capacity. He also proposed reinstating component 4, although it had been stricken from the Item. Interim Attorney Espino noted that component 7 from Item 11B includes a reference to the types of activities referenced in components 3 and 4 above, and could be included in their stead.

Commissioner Strout recommended that elder needs be included in this Item, and asked if a particular member of the Commission be assigned to assist this Board with bringing forward specific initiatives. She offered to attend meetings of the Resident Services Board so they will have an advocate for any initiatives they wish to bring forward.

Commissioner Jackson proposed that component 5 include a reference to "the Village's children, youth, elders, and all residents" to include the needs of senior citizens. Attorney Espino advised that a reference to senior citizens could also be included at the end of component 8 if that is the Commission's desire.

Commissioner Jackson made a motion, seconded by Commissioner Strout, to approve with the stated changes.

At this time Mayor Latham opened public comment, which he closed upon receiving no input.

Upon roll call vote, the motion carried 5-0.

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)

Mayor Latham stated that this Ordinance helps make it possible for the Village to construct a dog park. A loose timetable for this project anticipates its finalization in summer 2019.

Commissioner Jackson made a motion, seconded by Commissioner Strout, to approve.

At this time Mayor Latham opened public comment, which he closed upon receiving no input.

Upon roll call vote, the motion carried 5-0.

12. UNFINISHED BUSINESS (FEBRUARY 12, 2019)

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH **KIMLEY-HORN** & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 19-01) TO CONTINUE PROVIDING CONSTRUCTION PHASE SERVICES FOR THE WATER METER REPLACEMENT PROGRAM AT A LUMP SUM OF \$72,000.00 \$90,000.00; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT: AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER DR. RALPH ROSADO)

Gary Ratay of Kimley-Horn and Associates, Inc., explained that Item 12A refers to the Village's water meter replacement program. The new water main proposed for Treasure Island has been installed and pressure-tested and is currently in the disinfection phase. When as-built drawings have been reviewed and testing is complete, the water mains will be activated and will connect to the existing system.

There are approximately six locations on Treasure Island where the water main was shallower than expected due to existing utilities. Concrete slabs were constructed over the water main in these areas in order to maintain the structural integrity of the road. This process is nearly complete.

Sections of the 12 in. water main are still being constructed on East Drive. Roughly two more weeks of construction are expected, which will be followed by the pressure testing, disinfection, bacteriological testing, and as-built review processes. It is anticipated that this water main will be activated in April 2019. Heavy construction is expected to be complete by late May/early June 2019.

The work authorization in Item 12A is specific to the water meter program and allows Kimley-Horn to continue to provide services with the contractor, including closeout documentation. The estimate given to the previous Village Manager had an end date of March 2019, which has now been extended to June 2, 2019. The timeline is further clarified in the work authorization.

The Commissioners discussed the Item, with Mayor Latham requesting clarification of what further disruption would occur in the four areas where work on the water main will continue. Mr. Ratay replied that when the new system is activated, the contractor will need to go to one of the locations, isolate that system and shut down the existing water main, and connect the new water distribution system. He estimated that this could be accomplished in one afternoon or evening in each section. Mayor Latham emphasized the importance of communicating this to residents who will be without water during those time periods.

Mr. Ratay continued that the disruption associated with connecting individual water meters will involve the old and new water main systems being active at the same time. The contractor will need to disconnect old service and connect it to the new meter at each property. The time frame for this is estimated at a four-hour window for each meter. This process could begin in early April on Treasure Island. Mayor Latham recommended personal outreach to residents to inform them of this process, as it could be time-consuming depending upon the condition of the meters to be replaced.

Vice Mayor Wilmoth observed that the new system will be read digitally, which created previous concerns regarding the integrity of "last mile" improvements between the system and individual homes. Mr. Ratay confirmed that the digital system will allow the Village to identify any issues with pipe integrity once it has been fully implemented. Vice Mayor Wilmoth continued that grant funds are available for some private homeowners who are upgrading their systems from an environmental/sustainability perspective, and suggested that the Village look into this possibility to help residents who must make "last line" upgrades.

Mayor Latham commented that although another "last mile" aspect of the project includes paving over and refinishing streets where construction has occurred, this was not originally considered in the project's scope of work. He proposed a feasibility study to determine the best way to lay out the Village's streets, particularly with regard to parking and green space, during this final process. Vice Mayor Wilmoth commented that he, Interim Village Manager Rosado, and many residents have considered the need for this study as well. All roads in North Bay Village are locally owned with the exception of the Causeway, although Mr. Ratay pointed out that the County has jurisdiction over signage and pavement markings.

Commissioner Jackson made a motion, seconded by Vice Mayor Wilmoth, to approve.

At this time Mayor Latham opened public comment.



Gudrun Volker, resident, advised that she has received no notices regarding this work in the past. She requested that the Village or contractor reach out to residents at least one to two days in advance of work that could be disruptive to households. She also requested that the contractor take more care in keeping streets clean of dust.

Doris O'Hare, resident, suggested that a workshop or community meeting be held to ensure residents are informed about what the project will entail. Mayor Latham recalled that a workshop was held in January 2019, but noted that another could be scheduled. The Commissioners discussed the need for improved communication throughout the Village.

With no other individuals wishing to speak on this Item, Mayor Latham closed public comment.

Upon roll call vote, the motion carried 5-0.

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 19-02) TO CONTINUE PROVIDING CONSTRUCTION PHASE SERVICES FOR THE WATER MAIN REHABILITATION PROGRAM AT A LUMP SUM OF \$54,000.00 \$72,000.00; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER DR. RALPH ROSADO)

Mr. Ratay explained that this Item is associated with the contractor performing separate water main work. A previous extension was granted from January to March 2019; this extension would last through May. The fee structure remains the same for the new extension. Details on the time frame are included in the scope language of the extension.

Commissioner Strout made a motion, seconded by Commissioner Jackson, to approve.

At this time Mayor Latham opened public comment, which he closed upon receiving no input.

Upon roll call vote, the motion carried 5-0.

13.New Business

- A. DISCUSSION ON FOLLOWING ORDINANCE PROPOSAL:
 - 1. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING A MORATORIUM FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE ON THE ACCEPTANCE OF APPLICATIONS FOR

ADMINISTRATIVE REVIEW, SITE PLAN APPROVAL, AND BUILDING PERMITS FOR THE USE OF LAND FOR NEW PUBLIC SELF STORAGE FACILITIES; PROVIDING FOR WAIVERS; PROVIDING FOR VESTED RIGHTS: PROVIDING FOR APPEALS: PROVIDING FOR **DEVELOPMENTS;** MODIFICATIONS TO VESTED REQUIRING EXHAUSTION OF ADMINISTRATIVE REMEDIES; PROVIDING FOR IMPLEMENTATION: PROVIDING FOR SEVERABILITY: AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR **BRENT LATHAM**)

Mayor Latham advised that this discussion proposes directing the administration to put a plan into motion regarding the use of storage units within the Village. The idea of a moratorium on new proposals for storage units is being considered due to the amount of feedback he has received on this issue. Units which have already been applied for will be considered separately. Future proposals would be halted while this Item is addressed by the Planning and Zoning Board.

Interim Attorney Espino noted that because this is a discussion Item, the Commission would direct the administration to bring the Item back for prospective action at a future meeting for first reading. Village administration would also be directed to issue a Zoning in Progress, which would mean no further proposals for storage buildings are being considered at this time.

At this time Mayor Latham opened public comment.

Kevin Vericker, resident, agreed with the proposal to halt further development of this nature. He suggested reaching out to the Business Development Board and/or seeking local planning expertise to determine what types of businesses the Village wishes to attract, including their anticipated economic impact.

With no other individuals wishing to speak on this Item, Mayor Latham closed public comment.

Mayor Latham confirmed that Mr. Vericker's comments were similar to conversations begun by the Village's Business Development Board and Planning and Zoning Board to create a shared vision of the future of the community. He felt a moratorium on additional storage units was a reasonable step in this process.

Commissioner Alvarez made a motion, seconded by Vice Mayor Wilmoth, to instruct Administration to notice the Zoning in Progress and an Ordinance of First Reading for the April 2019 Commission meeting. Motion carried 5-0.

B. DISCUSSION OF CHARTER POSITIONS

The following item was taken out of order on the Agenda.

2. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, APPOINTING A VILLAGE CLERK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER JULIANNA STROUT)

Commissioner Strout advised that she had assumed priority in the appointment of a Village Clerk at a previous meeting. A Selection Committee was appointed to review candidates and make recommendations.

Pamela Latimore, City Clerk of North Miami Beach and President of the Florida Association of City Clerks, explained that the only three individuals with municipal clerk experience applied for the position of Village Clerk. The Selection Committee experienced some difficulty in their deliberations, as they were unable to arrive at a clear understanding of what the Village may be seeking in a municipal clerk. Challenges associated with the position included support staff, office budgeting, and emerging technology, such as an electronic agenda/records management system.

The Selection Committee recommended that three candidates be interviewed for the open position. It was noted that one candidate withdrew her application for the position. Ms. Latimore also praised Interim Village Clerk Mariot, whom she has mentored during her time in the position of Village Clerk.

Commissioner Strout thanked Ms. Latimore for her leadership and expertise, and agreed with her recommendation to implement a more updated method of records management and other technology to assist the new Village Clerk.

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, to instruct the Labor Council to negotiate an employment agreement with candidate Elora Riera as Village Clerk.

The Commissioners noted that Ms. Riera's experience with elections and advisory boards and committees was a key reason for her selection. Mayor Latham advised that the Labor Council should move as quickly as possible to execute the contract, as Interim Village Clerk Mariot's last day is scheduled for March 26, 2019.

Commissioner Jackson recommended that the Village bring back its former position of Deputy Village Clerk in order to provide the incoming Village Clerk with sufficient support. Mayor Latham advised that the Village is currently undergoing a Human Resources audit, which will take this possibility into account.

At this time Mayor Latham opened public comment, which he closed upon receiving no input.

Upon roll call vote, the motion carried 5-0.

1. REVIEW RECOMMENDATIONS FROM SELECTION COMMITTEE TO RFQ 2019-001 LEGAL SERVICES (INTRODUCED BY MAYOR BRENT LATHAM).

Interim Attorney Espino recused himself from participating in discussion of this Item.

Mayor Latham stated that the Legal Services Advisory Committee met the previous week to discuss this Item. A total of five viable applications were submitted to provide legal services. The Committee recommended that all five firms be invited to make presentations to the Commission.

Due to the Village's circumstances regarding legal representation while the RFP was live, all applications received came from firms offering these services rather than individual candidates seeking to become Village Attorney on a full-time basis. He advised that the Commission may wish to reopen the application process to seek an individual Village Attorney, which would result in a more clearly defined cap on costs. The Village would be able to retain interim representation while they seek applications from individuals, which would be compared to the applications received by firms.

The Commission discussed the Item, with Commissioner Jackson stating that she is happy with current legal representation. Commissioner Alvarez proposed revisiting the Item in one to two months after a Village Manager and Village Clerk are in place. Vice Mayor Wilmoth recommended making the decision at this time, as all the applications were received from qualified firms. Commissioner Strout cautioned that she did not want interim representation during this period to exceed prior monthly costs for legal services, as several residents had expressed concern with these costs.

Mayor Latham commented that his primary concern is with legal fees, which can spiral out of control; however, there are methods to control these fees while the search continues, and residents on the Legal Services Advisory Committee with experience in this area have offered their expertise in how to keep these fees low. He recommended that the Village move ahead with the selection process with the current five applicant firms, and that the Commission schedule a time for presentations from these firms.

At this time Mayor Latham opened public comment.

Kevin Vericker, resident, recommended that the Commission explore the option of hiring an individual Village Attorney, as the contract relationship with a firm can be problematic for a municipality of the Village's size. A Village Attorney can help the Village to create legal frameworks and strategies that will serve it well in the future. He characterized previous contract relationships as problematic.

Gudrun Volker, resident, suggested that the Village reach out to surrounding small municipalities to determine how they handle legal representation.

Dr. Doug Hornsby, resident, advised that reopening the application process could provide the Village with better options in legal representation, as there were ongoing issues at the time the previous request for proposal (RFP) was sent out which could have discouraged some applicants.

With no other individuals wishing to speak on this Item, Mayor Latham closed public comment.



The Commissioners directed the Administration to leave the current RFP open while scheduling presentations from the current applicants. Applications from individuals will be reviewed for consideration during this time. It was determined that the offer would be a job posting for a Village Attorney rather than an RFP for legal services. Two of the individuals from the Legal Services Advisory Committee would be asked to help draft the new posting.

Interim Village Clerk Mariot pointed out that if the Commission plans to use the services of community members, the Commission would not be able to review the proposed document until their next scheduled meeting due to the restrictions of the Sunshine Law. The next meeting is scheduled for April 9, 2019. Current applicant firms would be invited to make presentations to the Commission in May 2019.

C. APPOINTING MEMBERS TO COMMUNITY ENHANCEMENT BOARD (INTRODUCED BY INTERIM VILLAGE MANAGER DR. RALPH ROSADO)

Mayor Latham observed that the Commission may wish to appoint citizens who are not already serving on other Village advisory bodies to the two new Boards.

At this time Mayor Latham opened public comment, which he closed upon receiving no input.

The following individuals were selected by ballot to the Community Enhancement Board: Dale Penn, Jose Pinto, Olga Pinto, Ana Rivera, and Luis Torrego.

Commissioner Jackson made a motion, seconded by Commissioner Strout, to appoint the above individuals to the Community Enhancement Board. In a roll call vote, the motion carried 5-0.

D. APPOINTING MEMBERS TO THE RESIDENT SERVICES BOARD (INTRODUCED BY INTERIM VILLAGE MANAGER DR. RALPH ROSADO)

At this time Mayor Latham opened public comment, which he closed upon receiving no input.

The following individuals were selected by ballot to the Resident Services Board: Lidia Cantave, Indira Dejtiar, Sondra Shumaker, Faith Swan, and Kevin Vericker.

Vice Mayor Wilmoth made a motion, seconded by Commissioner Strout, to approve the names to serve on the Resident Services Board. In a roll call vote, the motion carried 5-0.

14. APPROVAL OF MINUTES

None.

15. ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting was adjourned at 10:42 p.m.

Respectfully submitted,

Accepted this _____ day of _____, 2019.

Brent Latham, Mayor

Attest:

Elora Riera, CMC Village Clerk



North Bay Village

VILLAGE COMMISSION WORKSHOP MEETING MINUTES April 16, 2019

6:30 P.M. 1666 Kennedy Causeway, #101, North Bay Village, FL 33141

1. Opening Items

A. Call to Order

Mayor Brent Latham called the meeting to order at 6:35 p.m.

B. Pledge of Allegiance

The Pledge of Allegiance was recited.

C. Roll Call

Present were the following:

Mayor Brent Latham Commissioner Jose Alvarez Commissioner Julianna Strout *arrived at 6:51 p.m.

Also Present:

Interim Village Manager Dr. Ralph Rosado Village Clerk Elora Riera Finance Director Bert Wrains

2. Introduction by Dr. Ralph Rosado, Interim Village Manager, North Bay Village

Interim Village Manager Rosado introduced the item to the Commission.

3. Miami-Dade County Fire Rescue Department (MDFR) Update: Scott Mendelsberg, Assistant Director, Budget, Planning & Grants Management, MDFR

Mr. Mendelsberg provided an update to the Commission and answered questions from the Commission.



4. County and/or Municipal Complex Architecture Update: Aris Garcia, RA, Vice President, Wolfberg Alvarez & Partners

Mr. Garcia presented a PowerPoint presentation to the Commission providing a brief overview of the history of the process to date and an overview of the development options to include the building program, available sites, conceptual designs, façade and funding and budgeting.

Discussion ensued regarding the presentation. Mr. Garcia and Village staff answered questions from the Commission.

5. Municipal Complex Financial Update: Bert Wrains, Finance Director, North Bay Village

Finance Director Wrains provided the financial update and answered questions from the Commission.

6. Public Comments

The following people spoke on the item:

- Scott Greenwald
- Kevin Vericker
- Ken De Loreto
- Mario Garcia
- Ritch Holben
- Jack Rattner

7. Adjournment

There being no further business to come before the Commission at this time, the meeting was adjourned at 7:45 p.m.

Respectfully submitted,

Accepted this	_ day of	, 2019.
		/

Brent Latham, Mayor

Attest:

Elora Riera, CMC Village Clerk