



# North Bay Village

**OFFICIAL AGENDA**  
**ADDENDUM NO. 1**  
**REGULAR VILLAGE COMMISSION MEETING**  
**VILLAGE HALL**  
**TUESDAY, JUNE 11, 2019**  
**6:30 P.M.**

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

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

---

## 1. Opening Items

A. Call to Order

B. Roll Call

C. Pledge of Allegiance

D. Invocation

## 2. Order of Business

## 3. Presentations

### A. Proclamations and Awards

1. NBV Scholarship Award Winners

2. **Pride Month Proclamation** – *Sponsored by Mayor Latham and Co-Sponsored by Vice Mayor Wilmoth*

3. **Award for Outstanding Services to Detective Manuel Casais and Detective Steve Brent** – *Sponsored by Chief of Police Carlos Noriega*

**B. Special Presentations to Commission**

1. **Performance by Recipient of the Optimist Club Bruce Patterson Music and Art Scholarship**

**4. Open Forum**

**5. Approval of Commission Minutes**

**A. February 5, 2019 - 2<sup>nd</sup> Regular Village Commission Meeting**

**B. February 12, 2019 - Regular Village Commission Meeting**

**6. Grant Writer's Written Report**

**7. Advisory Board Minutes/Written Reports**

**A. Community Enhancement Board Vacancy**

**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. Vice Chair Ana Rivera

**F. Planning & Zoning Board**

- i. Board Chair Bud Farrey

**G. Resident Service Board**

- i. Board Chair Indira Dejtjar

**H. Sustainability and Resiliency Task Force**

- i. Task Force Chair Denise O'Brien

**8. Village Commission's Report**

**9. Village Attorney's Report**

**10. Village Manager's Report**

**A. 2019 Projects Progress Report**

**11. 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. Staff Items**

- 1. Urging the State Legislature and Federal Government to Initiate a Study of the Health Effects of Small Cell Towers Built to Accommodate 5g Technology and to Develop Installation Guidelines Protecting the Health and Welfare of Residents – *Sponsored by Commission Jackson***

**A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA URGING THE STATE LEGISLATURE AND FEDERAL GOVERNMENT TO INITIATE A STUDY OF THE HEALTH EFFECTS OF SMALL CELL TOWERS BUILT TO ACCOMMODATE 5G TECHNOLOGY AND TO DEVELOP INSTALLATION GUIDELINES PROTECTING THE HEALTH AND WELFARE OF RESIDENTS; PROVIDING FOR AN EFFECTIVE DATE.**

- 2. Granicus Agenda Management Program - *Elora Riera, Village Clerk***

**A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE OF ORDINANCES, APPROVING THE PURCHASE OF GRANICUS LEGISTAR SOFTWARE PLATFORM FOR AGENDA MANAGEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE**

- 3. Disaster Debris Monitoring – *Jose Olivo, Public Works Director***
- 4. Utility Sanitary Sewer System Model – *Jose Olivo, Public Works Director***
- 5. Florida Beautification Grant Financial Update – *LaKeesha Morris, Grant Writer***

**A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO APPLY FOR AND ACCEPT A BEAUTIFICATION GRANT, AND ENTER INTO A BEAUTIFICATION GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

- 6. Women's Initiative Panel – *Sponsored by Commissioner Strout***

**A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE VILLAGE'S PARTICIPATION IN MONTHLY WOMEN'S INITIATIVE PANEL EVENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

## B. Proclamation/Award/Village Key Requests

### 12. Discussion/Action Items

#### A. Unfinished Business

#### B. New Business

1. **North Bay Village Forfeiture Matter** – *Sponsored by Dr. Ralph Rosado, Interim Village Manager*

**A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SETTLEMENT AND RELEASE OF CASE NO. 2016-CA-018459, IN RE FORFEITURE OF \$659,968.38 IN U.S. CURRENCY SEIZED FROM CITIBANK BY NORTH BAY VILLAGE (ASSOCIATED WITH RACHEL DUGGER); AUTHORIZING THE VILLAGE MANAGER TO EXECUTE SETTLEMENT DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE**

2. **Pilot Program for Motorized Scooters** - *Sponsored by Commissioner Strout* – **REVISED MEMO**
3. **Miami Beach Parks and Recreation Discount for Use of Normandy Pool** - *Sponsored by Commissioner Strout*
4. **Short-Term Vacation Rental Application Denial Appeal – 7700 Miami View Drive** - *Sponsored by Dr. Ralph Rosado, Interim Village Manager*
5. **North Bay Village Community Foundation** – *Sponsored by Dr. Ralph Rosado, Interim Village Manager*
6. **Special Election in November** – *Sponsored by Commissioner Strout*
7. **Discussion on Nomination of Outstanding Elected Official for the E. Harris Drew Lifetime Achievement Award** – *Sponsored by Mayor Latham*
8. **Former Village Hall Site** – *Dr. Ralph Rosado, Interim Village Manager*
9. **Paid Parental Leave Policy Discussion** – *Sponsored by Commissioner Strout*
10. **Village Manager Contract with Dr. Ralph Rosado**

### 13. First Reading of Ordinances

*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. Short-Term Vacation Rentals – Sponsored by Mayor Brent Latham and Co-Sponsored by Commissioner Jose Alvarez**

**B. Schonberger Tot Lot Park Age Restrictions – Sponsored by Mayor Latham and Co-Sponsored by Commissioner Jackson**

**14. Public Hearings**

*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. 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**

**B. Invasive Species – Sponsored by Mayor Latham**

**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**

**15. Adjournment**

**From:** [Please Do Not Click Reply](#)  
**To:** [Flora Riera](#)  
**Subject:** BOARD/COMMITTEE APPLICATION (form) has been filled out on your site.  
**Date:** Friday, June 07, 2019 7:35:15 PM

---

Your Site has received new information through a form.

Form: BOARD/COMMITTEE APPLICATION

Site URL: [https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_www.nbvillage.com&d=DwICAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpnVfiiMM&r=DG2365lIK\\_pgcIEhMKPk2GS5\\_X2LoiECoxZ4I4H1dQY&m=H7g0fAGh55LY0DaYKpqEVxdtTscmy-VUTMqBKBG9S8U&s=oiRq27GxfmRLzGH4lm2hZDjO40n3412t4B5\\_WLhTe3Q&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.nbvillage.com&d=DwICAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpnVfiiMM&r=DG2365lIK_pgcIEhMKPk2GS5_X2LoiECoxZ4I4H1dQY&m=H7g0fAGh55LY0DaYKpqEVxdtTscmy-VUTMqBKBG9S8U&s=oiRq27GxfmRLzGH4lm2hZDjO40n3412t4B5_WLhTe3Q&e=)

-----

NAME: Pilar

DATE: 6/7/2019

MAILING ADDRESS: 7510 Miami View drive

EMAIL: pilisomoza@yahoo.com

TELEPHONE #: 3077257795

VILLAGE RESIDENT:

Yes

HOW MANY YEARS: 18

BUSINESS OWNER:

No

NAME AND ADDRESS OF BUSINESS:

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE?: 0

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

COMMUNITY ENHANCEMENT BOARD

Do you have any experience with Advisory Boards or Committees ? If yes, please explain: NBV Charter committee

Why do you want to serve on the Advisory Boards or Committees: I would like to participate and contribute to the preservation and maintenance of our city landscape and ecosystem.

Have you ever served on a Advisory Boards or Committees ? If yes, please provide date and name of Advisory Boards or Committees: NBV Charter committee 2018

What contributions could you make to the Advisory Boards or Committees process?: I can assist in enhancing the quality of life and well-being for the residents, visitors and businesses of north bay village by increasing the aesthetic appeal of neighborhoods and the number of activities promoted by our city.

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.



# North Bay Village

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

## BOARD/COMMITTEE APPLICATION

NAME Cecilia Veloz DATE 11/30/18

MAILING ADDRESS 7504 Bounty Ave

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

VILLAGE RESIDENT: YES  NO  HOW MANY YEARS 5

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

NAME AND ADDRESS OF BUSINESS N/A

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

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

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

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

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

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

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

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

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

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

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

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

**Submit Form**





# North Bay Village

Administrative Offices

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

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

## BOARD/COMMITTEE APPLICATION

NAME Jack Rattner

DATE 11/08/2018

MAILING ADDRESS 7611 Beach View Drive

EMAIL jrattner@gmail.com

TELEPHONE # 786.766.7777

VILLAGE RESIDENT: YES  NO

HOW MANY YEARS 47

BUSINESS OWNER: YES  NO

PAST OR PRESENT

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

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

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

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

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES  NO

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

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES  NO

ARE YOU A REGISTERED VOTER? YES  NO

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

I have grown up living in the same house here in North Bay Village since 1972 and have watched the many changes of our city.

I have run for commission and served on our: Budget & Oversight Board, Community Enhancement Board, Signage Review Committee and Youth Services Board.

I actively volunteer for many charities such as: University of Miami's Project Newborn to raise money for Jackson Memorial Neonatal Intensive Care Unit and Research, Alzheimer's Association and American Cancer Society to name a few.

2018 Chair for Security Guard Committee of North Bay Island Residents

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

As a Procurement & Business Technology Advisory/Engineer/Telecommunications/VOIP for over 34 years, my background and hands on experience qualifies me to proudly serve & help our City.

I work extensively with full facets of: Accounting Principals, Contracts, Cost Recovery, Budgets & Preparation of Bids/RFP working with State Contracts.

I have over 34 years IT & Telecommunications/VOIP/PBX Experience and hold Premier Certifications from: Microsoft MCSE, MCP, CompTIA CDIA-(Certified Document Imaging Architect), Ricoh Giobalecan 2.0 Certified Engineer, DocuLex Certified Engineer, Equitrac Certified Support Partner, Captaris RightFax Certified Technician, e-Copy Certified Engineer, Objectif Lune Panel Press Suite, Maintenance Automation Corporation CHIEF Integrated Airport Management Software, Decision Data IBM System Manager (A/R, A/P, Payroll), S.C.O.R.E. How to prepare a Business Plan, Adobe Suite (InDesign, Illustrator, Photoshop, Premier Pro, After Effects), Microsoft (Windows, Server, Office)

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





# North Bay Village

## COMMUNITY ENHANCEMENT BOARD MEETING

### ADVISORY BOARD REQUEST FOR ACTION MEMORANDUM

---

At the June 5, 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 expand the Powers of Duties of the Community Enhancement Board to include *any type of landscaping* of the entire Village no just floral and be able to make recommendation on the existence of conditions which are detrimental to the aesthetic values and quality of life of the Village without the need of a formal complaint from residents.
2. Request that the NBV Commission add language to the City Code so residents can take out their garbage containers to the front or the street side yards of their property from 7:00PM on the day before garbage pick day to 11:59PM on garbage pick day.



## North Bay Village Recommendation Memorandum

**DATE:**        June 11, 2019

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

**FROM:**        Village Attorney Daniel A. Espino

**THROUGH:** Village Attorney Daniel A. Espino

**SUBJECT:**    Monthly Village Attorney Report

---

- Prepared for Commission and Planning and Zoning Board an in-take reference manual containing most applicable regulations governing their respective activities, including ethics, meeting procedures, etc.
- Addressed most of the pending items associated with the Village Attorney’s office in the A&M Report.
- Facilitated with the settlement of the Noriega and Forfeiture matter. Forfeiture matter grossed the Village \$30,000.00 from the proceedings being held.
- Monitored short term vacation rental correspondence and prepared first draft of ordinance strengthening STVR procedures and fines based on Chief of Staff memorandum.
- Fielded a variety of planning and zoning meetings involving pending or potential development issues and projects.
- Monitored Grand View Palace activities.
- Prepared, reviewed, and/or revised agenda items and supporting materials for June Commission meeting.
- Fielded a variety of conferences, phone calls, and meetings on various pending policy and operations items.



## North Bay Village

Administrative Offices

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

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

### **NORTH BAY VILLAGE MEMORANDUM**

**DATE:** June 11, 2019

**TO:** Mayor, Vice Mayor and Commissioners

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

**CC:** Mayor, Vice Mayor, Commission, Village Clerk & Attorney's Office

**SUBJECT:** Village Manager's Monthly Report

---

#### **Administration**

- ✓ Chief of Staff Mario Diaz has commenced since last meeting.
- ✓ Alvarez and Marsal report: first update, showing that we are at 19% of goal, is included with this report.

#### **Recent and Upcoming Events**

- ✓ May 22<sup>nd</sup> - Hurricane Workshop – video and info are on our website.
- ✓ June 10<sup>th</sup> - Coffee event with myself, Chief Carlos Noriega, and Village Clerk Elora Riera was held.
- ✓ June 12<sup>th</sup> – Bayfront Plaza South opens tomorrow at 11am; it's located between the bridge to Miami Beach and the Grandview Palace.

#### **Code Enforcement**

- ✓ STVR enforcement has increased. More info on this topic can be found on this agenda.

#### **Grants**

- ✓ Vice Mayor has helped secure more trees via the county's Neat Streets Grant Program.
- ✓ Mayor and I are presenting our 2019 FIND applications to a scoring panel this Friday.

#### **Public Works**

- ✓ Public Works Director Jose Olivo was approved at last meeting. He adds an experienced and systematic approach to PW operations.

Mayor  
**Brent Latham**

Vice Mayor  
**Marvin Wilmoth**

Commissioner  
**Jose R. Alvarez**

Commissioner  
**Julianna Strout**

Commissioner  
**Andreanna Jackson**

- ✓ Vogel Park is getting a facelift, with all improvements slated for completion by end of August.
- ✓ Recent water main rehabilitation work on East Drive, which required water being shut off for almost four hours, went seamlessly, due to increased communication. Residents were informed via social media, LED, emails, condo visits, and postings inside condo common areas.

### **Police**

- Due to increased police presence and strategic operations, both the last week of school at TIES (last week) and the Memorial Day Weekend went with fewer incidents than in the past.
- A lawsuit had been filed against North Bay Village and several members of the Police Department. This lawsuit stemmed from an incident involving an authorized search for a wanted fugitive, that led Detectives and Officers to an unlawfully occupied/vacant apartment at MODA located at 8000 West Drive. The complaint was DISMISSED WITHOUT PREJUDICE on June 3, 2019, by the United States District Judge assigned to the case.

Mayor  
**Brent Latham**

Vice Mayor  
**Marvin Wilmoth**

Commissioner  
**Jose R. Alvarez**

Commissioner  
**Julianna Strout**

Commissioner  
**Andreanna Jackson**



# North Bay Village Memorandum

**DATE:** June 11, 2019

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

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

**SUBJECT:** Monthly Organizational Assessment Status Update

---

Prior to the official submittal of the Organizational Assessment from Alvarez & Marsal, Village staff was already implementing various tasks identified early on in the assessment.

Below are synopses of each department’s task as it relates to implementing the Organizational Assessment Report.

Department	February Status	May Status	Task Highlights
Attorney	0%	56%	<ul style="list-style-type: none"> <li>Attorney has reviewed charter items and is providing monthly reports to the commission. The only item to complete is an annual review in 2020.</li> </ul>
Building	0%	3%	
Clerk	0%	24%	<ul style="list-style-type: none"> <li>Village clerk is currently reviewing charter to confirm roles and responsibilities of the clerk and provide an action plan to reassign non-charter duties as needed.</li> <li>Village clerk is ahead of schedule with implementation of electronic-based agenda packet preparations. The clerk is completing training on the new program and will transition the process by the new budget year.</li> </ul>



Code Enforcement	0%	8%	<ul style="list-style-type: none"> <li>Village staff has evaluated moving the Code Department under the Building department and found keeping it under Police allows for the most efficient and effective use.</li> <li>A division lead was identified and is transitioning into a new role.</li> </ul>
Finance	0%	12%	<ul style="list-style-type: none"> <li>Tax levy issued for debt service was identified in the report to be separated from the General Fund. Finance Director has identified a solution and is waiting for Miami-Dade to finalize.</li> <li>Before the report being issued, the Village Manager purchased a safe for the front desk to increasing security measures of Village funds.</li> <li>Finance has engaged with Tyler systems to streamline processes and have all Village forms on the website as well as the ability to make payments online.</li> </ul>
Fleet Management	0%	36%	<ul style="list-style-type: none"> <li>Proper training has been identified for development of Fleet supervisor.</li> <li>Additional controls were implemented to utilize vehicle KPI's.</li> </ul>
Human Resources	0%	0%	
Police	0%	17%	<ul style="list-style-type: none"> <li>PD has been working with Finance and ADP to ensure that timesheets are being properly tracked, and officers will have appropriate ADP training.</li> </ul>
Public Works	0%	12%	<ul style="list-style-type: none"> <li>Village Manager hired a Professional Engineer to lead the department before the Organizational Assessment report was submitted.</li> <li>New Public Works Director created a monthly report and identified key performance indicators. Public Works employees will begin to track</li> </ul>



			KPIs for monthly reporting.
Village Manager	0%	21%	<ul style="list-style-type: none"> <li>• Village Manager hired several key positions to stabilize Village administration, providing greater professionalism and transparency.</li> <li>• Village Manager is continually working with the Village Commission, Attorney, Clerk, and staff to set a clear line of command and communications.</li> </ul>
Overall	0%	19%	

---

## NORTH BAY VILLAGE POLICE DEPARTMENT

---

### MEMORANDUM

**DATE:** May 28, 2019

**TO:** Carlos Noriega, Chief of Police 

**FROM:** Lieutenant Brian Collins   
5/20/19

**SUBJECT:** Memorial Day Weekend 2019 - After Action Report

---

Below is the final staffing plan, enforcement statistics, miscellaneous information, and findings/recommendations for the Memorial Day Holiday Weekend:

**Friday, May 24, 2019, 0700 – 1900:**

Sergeant James McVay  
Corporal Jackie Stephens  
Office Jose Martinez  
\*Officer Bonny Herrera

**Friday, May 24, 2019, 1900 – 0700:**

Corporal David Floyd  
Officer Marcel Ascanio (K9)  
Officer Abel Brind  
PT Officer Ethan Cherasia (1900 – 2300)  
\*Detective Manny Casais (STVR / Causeway Detail)

**Saturday, May 25, 2019, 0700 – 1900:**

Sergeant James McVay  
Corporal Jackie Stephens  
Office Jose Martinez  
Officer Ethan Cherasia  
\*Detective Steve Brent (STVR Detail)  
Sergeant Pete Guevara / Officer Norlan Benitez (Marine Patrol)  
Officer Mike Pryor (TDY Miami Beach Police, Air Show Detail)

**Saturday, May 25, 2019, 1900 – 0700:**

Corporal David Floyd  
Officer Marcel Ascanio (K9)  
Officer Frank Angulo  
Officer Abel Brind  
\*Detective Manny Casais (STVR Detail)

**Sunday May 26, 2019, 0700 – 1900:**

Sergeant Pete Guevara / Officer Norlan Benitez (Marine Patrol)  
Officer Dave Meadows (Captain Joe's Detail)  
Officer Bonny Herrera / Officer Anthony Jimenez (FTO Unit)  
\*Detective Steve Brent (STVR Detail)  
\*Lieutenant Brian Collins (1300 – 1900)

**Sunday, May 26, 2019, 1900 – 0700:**

Sergeant Walter Andino  
Corporal Hubert Molina  
\*\*Corporal David Floyd (Covering for Marabotto, Compensatory Day)  
Officer Frank Pieiga  
Officer Pat Kennedy

**Monday, May 27, 2019, 0700 – 1900:**

Sergeant Pete Guevara  
Officer Dave Meadows  
Officer Bonny Herrera / Officer Anthony Jimenez (FTO)  
Officer Norlan Benitez / PT Officer Alex Alvarez (Marine Unit)  
\*Officer Brind  
Detective Manny Casais (STVR Detail)  
Lieutenant Brian Collins (10:00 am – 7:00 pm)

**Stats:**

477-Calls (this includes area checks, STVR's and call for service)  
3- Arrest  
57- Traffic Citations  
21- Boating citations  
50- Parking Citations

**Allocation of Resources:**

Four days of Marine Patrol Coverage (Approximately Ten Hour Shifts)  
Four Day STVR Detail (24 Hours per day) - Continuous Monitoring  
Directed Patrol at 7904 West Drive, in addition to an off duty detail.  
24 Hour monitoring of traffic on Kennedy Causeway (High Visibility Presence and Enforcement)  
Four decoy vehicles deployed throughout the Village.  
Senior Staff Coverage – All Days  
Miami Beach Police on standby for any assistance needed and vice versa – Chief Noriega coordinated with North District Captain.  
Community wide communication via social media and information flyer  
Assisted Miami Beach with Air Show (Marine Unit) Saturday / Sunday

**Overtime Expenditure:**

Lieutenant Collins	6 Hours
Sergeant Pete Guevara	14 Hours
*Corporal David Floyd	12 Hours (Backfill, Marabotto Comp Day)
Detective Steve Brent	24 Hours
Detective Manny Casais	24 Hours
Officer Norlan Benitez	14 Hours
Officer Abel Brind	12 Hours
Officer Herrera	12 Hours

**Total Overtime Hours 118 Total Overtime Costs: \$4134.90**

**\*Denotes Overtime**

**\*\*Denotes Overtime to cover Officer Out Sick**

**Code Enforcement Activity:**

**Saturday, May 25, 2019**

7700 Miami View Drive: Citation #3034 issued for Operating without a Business Tax Receipt \$100.00

Citation #3033 issued for operating as a Short-Term Vacation Rental without a license \$500.00

1365 Bay Terrace: Citation # 3032 issued for trash cans stored in front yard on wrong pick-up day \$200.00

7700 Beach View Drive: work without permit (window/interior remodeling and also working

1441 S Treasure Drive: Citation # 3035 issued for trash cans stored in front yard on wrong pick-up Day.

**Sunday, May 26, 2019**

7700 Miami View Drive: Citation # 3036 for Operating without a Business Tax Receipt \$100.00

Citation #3037 for Operating as a Short-Term Vacation Rental without a license \$500.00

**Our Code Enforcement Unit was present throughout the holiday weekend.**

**Findings / Recommendations:**

- Pursue a second marine vessel to increase patrols, visibility, and enforcement.
- A traffic saturation plan for Kennedy Causeway, on the first day, Friday.
- Second off duty officer at Captain Joe's
- Pursue SMART trailer(s) for east / west traffic lanes on Kennedy Causeway for increased visibility and speed control.
- Concierge/Parking attendant at Captain Joe's



---

## NORTH BAY VILLAGE POLICE DEPARTMENT

---

### MEMORANDUM

**DATE:** May 30, 2019  
**TO:** Carlos Noriega, Chief of Police  
**FROM:** Lieutenant Brian Collins  
**SUBJECT:** End of School Year – Action Plan



---

The North Bay Village Police Department is committed to providing the highest possible level of public safety services to our community. In doing so we consistently maintain a strong emphasis on our schools and the children in our Village.

In preparation for the end of the school year, our police department will be increasing our presence at Treasure Island Elementary School and at the learning centers (KLA School and Grow by the Bay) the entire final week of the school year. Through an "all hands on deck" approach, which will include high visibility road patrols, directed patrols, and assigned details at all of our learning centers, we will maximize the safety and wellbeing of our children and schools.

All personnel assigned to dayshift patrol will be deployed for arrivals and pickups at said locations for an enhanced presence during those times. In addition to the significant presence for arrivals and pickups, there will be constant presence / visibility throughout the day as opportunities exist. This will include our School Resource Officer assigned at TIES during operating hours and directed patrols at the other two learning centers from open to close.

In addition to our on duty patrol personnel, extra support will be provided by our detectives, senior staff, code enforcement officers, and school crossing guards. We will also be working with our law enforcement partners from Miami Beach Police, Miami Police, and Miami Dade Schools Police, to share information and provide support if necessary.

Our primary goal is not just to provide a perception of safety, but to deter any incidents from occurring as well as be fully prepared to respond if something does. This plan will ensure that we achieve a highly successful end to the school year.

## MEMORANDUM

To: Mr. Jose Olivo, P.E.  
Public Works Director  
North Bay Village

From: Janet Delgado  
Public Information Officer  
Kimley-Horn and Associates, Inc.

Date: May 22, 2019

Subject: Water Main Rehabilitation Program  
East Drive Water Interruption – Public Outreach  
043138034

---

As part of the Water Main Rehabilitation Project, the contractor, ROHL Networks, was directed to replace a fire hydrant on East Drive that did not meet Miami-Dade County Fire installation criteria. After field investigation, it was determined that the valve used to isolate the fire hydrant was defective and that the water main on East Drive would have to be shut down to replace the fire hydrant.

As a result, an informational flyer was developed explaining that a water interruption was scheduled to occur on East Drive and why the water interruption was required. The flyer included the May 20<sup>th</sup> date as well as an estimated water interruption duration of 9:00 AM to 2:00 PM. The flyer was distributed to all residents and commercial properties impacted by the interruption.

As part of the public outreach process, the following methods of communication took place:

1. Electronic postings - Posted the informational flyer to all social media platforms in addition to Everbridge Alert System.
2. Village Message Board (LED display) – Message posted to inform residents of the water interruption at the entrance of Harbor Island.
3. Email distribution - Sent the informational flyer to property managers advising them of the work and associated water interruption.
4. Property visits - Hand delivered the informational flyer to residents and property managers that were not accessible via email.
5. Local postings – Affixed the informational flyer in visible/common areas at buildings that did not have an onsite manager available for coordination.

The fire hydrant and valve replacement occurred on Monday, May 20, 2019. The water was shut down at 9:00 AM and turned back on at 12:45 PM, one hour and fifteen minutes ahead of schedule. I am happy to report the public outreach was successful and the work was completed without a glitch.

If you have any questions or need additional information, please call me 305-619-5313 or via e-mail at [janet.delgado@kimley-horn.com](mailto:janet.delgado@kimley-horn.com).

Copy To: Gary R Ratay, File





## North Bay Village Projects Progress Report June 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<b>June 11, 2019 Commission Meeting Update</b>					
<b>Water Main Rehabilitation Project</b> Contractor: ROHL Networks, LP Project Cost: \$3,840,372.40 Amount Billed To-date: \$3,038,058.17 Completion Date: 7/31/19	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 systems on Treasure Island and Harbor Island are substantially complete. Revised Asbuilt drawings have been reviewed and the new water main systems are scheduled for activation in June 2019. Once activated, the process of converting from the old water meters to the new water meters will begin, and the old water main system will be abandoned. Public information such as schedule updates and potential impacts associated with system activation and conversion will be provided to the community as needed. Project completion included activation of all meters and site restoration throughout the Village is scheduled for July 2019.		✓	
<b>Water Meter Replacement Project</b> Contractor: Metro Express, Inc. Project Cost: \$3,215,410.00 Amount Billed To-date: \$2,071,473.20 Completion Date: 7/31/19	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. The new water meters on North Bay Island and Harbor Island are installed and have been activated. Installation of the new water meters on Treasure Island is substantially complete, but activation of those meters is subject to completion of the water main systems as discussed above. Once fully operational, the program includes a customer portal for website access to water system accounts. Project completion will include site restoration throughout all impacted areas.		✓	
<b>Sanitary Sewer Rehabilitation Project</b> Contractor: Insituform Technologies, LLC Project Cost: \$2,375,375.00 Amount Billed To-date: \$2,288,334.08 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 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 Asbuilt documentation and invoicing for		✓	




## North Bay Village Projects Progress Report June 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
		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.			
<b>Stormwater Outfall Rehabilitation Project</b> Contractor: Ric-Man, Inc. Project Cost: \$821,400.00 Amount Billed To-date: \$383,716.00 Completion Date: August 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 been approved to proceed with the remaining work that includes rehabilitation of a 54" outfall pipe on West Drive and installation of 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 remaining work is subject to activation of the new water main on South Treasure Drive, but all stormwater work is anticipated to be complete in August 2019. Project completion will include site restoration throughout all impacted areas.	✓ (Phase 1)	✓	
<b>Wastewater Pump Station Improvements</b> Consultant: Kimley-Horn and Associates, Inc. Professional Services Fee: \$228,900 Amount Billed To-date: \$67,740 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 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.		✓	





## North Bay Village Projects Progress Report June 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<b>Water and Wastewater GIS Updates</b> Consultant: Kimley-Horn and Associates, Inc. Professional Services Fee: \$22,300 Amount Billed To-date: \$11,610 Project Completion: Wastewater System submittal January 2019; Water System submittal November 2019		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. The Water system GIS information is pending based on completion of the water main rehabilitation project discussed above.		✓	
<b>Harbor Island Traffic Study</b> Consultant: Kimley-Horn and Associates, Inc. Professional Services Fee: \$15,000 Amount Billed To-date: \$11,850.00 Report Completion: March 2019		This project includes a traffic study associated with the intersection of SR 934/NE 79th Street Causeway and Larry Paskow Way. The Village desires to determine if a portion of the property immediately adjacent to that intersection is needed to improve operation of that intersection by constructing turn lane improvements, extending existing turn lanes, or construction of additional roadway connections from Larry Paskow Way to SR934/NE 79th Street Causeway. The scope of work includes a traffic operations analysis to assist in determining if improvements should be pursued and what type of improvements would be appropriate. The Traffic Operations Study was submitted to the Village on February 1, 2019 for review.		✓	
<b>Sakura Building Demo. &amp; Site Clean-up</b> Contractor: Chin Diesel Project Cost: \$81,700.00 Amount Billed To-date: \$82,800.00 \$1,100.00(Fence Change Order) Final Completion Date: TBD	North Bay Village	Demolition complete. 100% electrical room restoration and trim work around edges completed. Awaiting City’s direction on future use to implement options for site preparation. 		✓	
<b>Bike Lane Coloring</b> Consultant: CAP Government, Inc. Professional Services Fee: \$4,000 (plans set and memo preparation only) Project Cost: 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		✓	





## North Bay Village Projects Progress Report June 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
Project Commencement Date: TBD Final Completion Date: TBD		approval. CAP Engineering submitted plans to North Bay Village for review.			
<b>Baywalk Plaza Area Design (South Side Only)</b> Consultant: Kimley-Horn & Associates, Inc. Project Cost: \$1,150,796.36 \$911,079 -Base Bid + \$239,717.36 Project Bid Amount: \$911,079 <i>(includes \$150,000 for Owner Contingency)</i> <b>Change Orders #1,2,3,4,5,6,7,8,9 and 10: \$239,717.36</b>  Amount Billed to Date: \$945,111.65 Final Completion Date: 06/10/2019  <i>Construction must be completed by September 2019 as per FIND grant requirements</i>	FIND Grant	The project consists of construction of a Baywalk Plaza at the southeast corner of JFK Causeway and East Treasure Drive. The Baywalk plaza project contains retaining walls, walks, landscaping, irrigation, pylon (monument) sign and site lighting.  <b>The following items have been completed to date:</b> <ul style="list-style-type: none"> <li>- Clearing and Grubbing (100% complete)</li> <li>- Retaining Walls (100% complete)</li> <li>- Drainage (100% complete)</li> <li>- Grading and Fill (100% complete)</li> <li>- Electrical and Lighting (95% complete)</li> <li>- East Treasure Drive Electrical and Water Connections (100% complete)</li> <li>- Concrete Rip Rap Installation (100% complete)</li> <li>- Gate Installation (100% complete)</li> <li>- Concrete Walk (90% complete)</li> <li>- Irrigation (80% complete)</li> <li>- Painting of Grand View Palace Parking Garage Wall- (100%complete)</li> <li>- Well Box Installation- (100% complete)</li> <li>- Jack and bore across JFK Causeway (electrical connection to future Baywalk Plaza North Side project) - (100% complete)</li> <li>- Landscaping Installation (15% complete)</li> </ul> <b>The following items have not been completed to date:</b> <ul style="list-style-type: none"> <li>- Pylon Sign Installation</li> <li>- Project completion is scheduled for June 10, 2019.</li> </ul>	√(Phase 1)	√	



## North Bay Village Projects Progress Report June 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<b>New Village Hall (Fire/Police Station)</b> Projected Project Cost: \$17,000,000 to \$35,000,000 Project Start Date: Design started in 2016	\$3,000,000 Miami Dade County \$7,900,000 Voter Approved General Obligation Debt Additional	The building will be a replacement for the police/fire/Village hall building. The old building was torn down in 2013. The Village engaged Wolfberg Alvarez & Partners Architecture Firm to start space study and preliminary design. 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		✓	
<b>Dog Park</b> Projected Project Cost: TBD Project Start Date: 90 days from Commission approval.	Impact Fees or Capital Bond Proceeds	The conceptual design was presented at the May 14 <sup>th</sup> Commission Meeting for directions.			✓
<b>Climate Change/Sea Level Rise</b> Projected Project Cost: TBD Project 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.		✓	
<b>FPL Residential Street Lighting</b> Projected Project Cost: The cost of this program is off set with the energy savings with the new fixtures Project Start Date: July 2019	FP&L has a program that the energy reduction will pay the cost of the new fixtures	Florida Power and Light (FP&L) will install new energy saving street light fixtures and FP&L will pay the upfront costs. The reduced energy cost (savings) will pay FP&L for the cost of the new 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 then move forward on the project.			✓
<b>Grants Update</b>					
<b>Project Title: North Bay Village Drainage Improvement Project</b> Project Cost: TBD Amount Billed To-date: \$0 Final Completion Date: 9/30/2019	Florida DEP (TMDL) Contract #NS020	Repair/Replacement of catch basins and drainage improvements (Grant Award = \$150,000 will be billed upon completion of the project). During the retrofit of the outfalls, the Village identified three opportunities to install catch basins that will provide water quality treatment prior to stormwater entering Biscayne Bay. Kimley Horn is coordinating with the General Contractor to implement the new catch basins. The new costs will be covered by this grant up to \$150,000. <i>The grant expires 6/30/2021.</i>		✓	





## North Bay Village Projects Progress Report June 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<b>Project Title: North Bay Village Storm Water Phase II Improvements</b> Project Cost: \$821,400 Amount Billed To-date: \$0 Final Completion Date: 12/31/19 ( <i>grant expires</i> )	Florida DEP Legislative Appropriation	Installation of Flex Valves at Village Outfalls starting in Treasure Island and assist with the installation of the catch basins. (Grant Award = \$225,000 will be billed upon completion of the above mentioned TMDL grant). The Village has incurred \$208,000 in expenses associated with the outfall improvements. There are no further construction expenses related to the outfalls, and the remaining \$17,000 will be used to support the catch basins. <i>The grant expires 12/31/2019.</i>		✓	
<b>Project Title: North Bay Village Outfall Improvement Project</b> Project Cost: \$821,400 Amount Billed To-date: \$120,000 Final Completion Date: 9/30/2018	South Florida Water Mgmt. District	Installation of Flex Valves at Village Outfalls starting in Treasure Island. A total of 20 outfalls were cleaned, lined, and outfitted with flex valves. (Original grant award was \$150,000 for 25 outfalls; however, the Village was only able to retrofit 20 outfalls because some outfalls were collapsed or not accessible. The Village's final reimbursement from SFWMD is \$120,000 or \$6,000 per valve installed).	✓		
<b>Project Title: North Bay Village Baywalk Plaza South – Phase IIA11</b> Project Cost: \$1,031,429 Amount Billed To-date: \$200,000 Final Completion Date: 9/30/2018	Florida Inland Navigation District	Construction of Baywalk Plaza (South Side). Contract #DA-NBV-15-194 was closed out October 2018. The Village will receive a reimbursement of \$200,000. Project elements included; site clearing, foundation, sea wall, and portions of drainage. The actual cost of this project increased significantly due to additional site work and engineering that was required during the clearing phase of the project. Phase IIA was completed on 9/30/2018 and the Village received reimbursement.	✓		
<b>Project Title: North Bay Village Baywalk Plaza South – Phase IIA12</b> Project Cost: \$1,031,429 Amount Billed To-date: N/A Final Completion Date: 9/30/2020	Florida Inland Navigation District	Completion of construction at Baywalk Plaza (South Side). The Village was awarded \$180,000 in September 2018 to assist with additional costs found during Phase IIA. Project elements include; drainage, lighting, decorative walkways, signage, and landscaping. Contract is pending execution. <i>UPDATE: The Village received the fully executed contract dates 1/31/2019, and may continue construction of the Plaza South project.</i>		✓	
<b>Project Title: North Bay Village Baywalk/Boardwalk Design (IB)</b> Project Cost: \$200,000 Amount Billed To-date: \$0 Final Completion Date: 9/30/2019	Florida Inland Navigation District	Design and Permitting of Baywalk/Boardwalk. The Village was awarded \$100,000. This project is currently at a standstill due to challenges with riparian rights, and will not be complete by the contract deadline of 9/30/2019. <i>Update: A new grant was submitted to FIND on March 29, 2019</i>		✓	



## North Bay Village Projects Progress Report June 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
		<i>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).</i>			
<b>Project Title: North Bay Village Baywalk Plaza Construction Phase IIA2 (North)</b> Project Cost: TBD Amount Billed To-date: N/A Future Completion Date: 9/30/2023	Florida Department of Transportation (FDOT)	Construction of the Baywalk Plaza Area (North). The Village was awarded \$1 Million to begin construction in FY2020. The Village recently completed Local Agency Program (LAP) Certification which qualifies the Village to enter into an agreement with FDOT. The next step is to execute a contract between the Village and FDOT. The project is currently designed. The Village will need to bid out this project in accordance with Federal procurement guidelines.			✓
<b>Project Title: North Bay Village Baywalk/Boardwalk Phase IIB</b> Project Cost: TBD Amount Billed To-date: N/A Future Completion Date: TBD	Florida Inland Navigation District and/or Legislative Appropriation  (Applied)	Construction of the first 1,000 LF of the Baywalk/Boardwalk Project; a multi-use trail overlooking Biscayne Bay and parallel to the Kennedy Causeway (State Road 934/79th Street). The Village submitted a Legislative Funding Request 2019-20 for \$575,000, and will submit a grant application to FIND by March 29, 2019. <i>UPDATE: This project will postpone construction of the Baywalk/Boardwalk pending completion of design and permitting.</i>			✓
<b>Project Title: North Bay Village Baywalk Plaza Connector IC</b> 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.			✓
<b>Project Title: North Bay Island Stormwater Pump Station</b> Project Cost: Estimated \$3.2 Million Amount Billed To-date: N/A Future Completion Date: TBD	Florida Legislative Appropriation	The North Bay Island Pump Station failed due to an injection well collapse and cannot be repaired any further. This means that stormwater from the Village enters the environmentally sensitive Biscayne Bay without being treated to reduce pollutants. Kimley Horn and Associates has conducted a preliminary stormwater study and proposes to install new pump stations and associated drainage improvements in the area. [Legislative Request = \$430,800 ]			✓





## North Bay Village Projects Progress Report June 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<p><b>Project Title: North Bay Village Wastewater Pump Station Improvements</b>            Project Cost: Estimated \$1.2 Million            Amount Billed To-date: N/A            Future Completion Date: TBD</p>	Florida Legislative Appropriation	<p>The current main pump station will be demolished and replaced with a new submersible pump and the Hispanola pump station will be rehabilitated and connected to the Village's force main system for improved efficiency and reduced maintenance. The project includes control panel 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.</p>			✓
<p><b>Project Title: Harbor Island Sidewalk Continuity &amp; ADA Improvements</b>            Project Cost: Estimated \$300,000            Amount Billed To-date: N/A            Future Completion Date: TBD</p>	Florida Legislative Appropriation	<p>The Sidewalk Continuity &amp; ADA Improvement Project is aligned with the State's goal to create communities that are walkable and bikeable. By offering a safe route for residents and visitors to walk or bike for short trips (less than a half a mile as defined by the ITE Trip Generation Manual), the Village will decrease the number of cars on State Road 934 (NE 79th St) and increase community safety. During a walkability audit of the Harbor Island community, the Village noted gaps in sidewalk connectivity and barriers to accessibility for people with disabilities. This project includes; installation of sidewalks to eliminate gaps, elimination of trip hazards, installation of ADA compliance crosswalks and ramps, and improved pedestrian signage. [Legislative Request = \$229,950]</p>			✓





## North Bay Village Projects Progress Report June 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<b>Project Title: North Bay Village Open Space Expansion</b> Project Cost: Estimated \$300,000 Amount Billed To-date: N/A Future 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]			✓
<b>Project Title: Vogel Park Green Infrastructure Enhancements</b> Project Cost: Estimated \$200,000 Amount Billed To-date: N/A Future 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.			✓

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

**A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE VILLAGE'S PARTICIPATION IN MONTHLY WOMEN'S INITIATIVE PANEL EVENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, North Bay Village (the "Village") desires to advance the role of women throughout society; and

**WHEREAS**, to accomplish this goal, the Village desires to maintain its role as a community sponsor of certain locally held events; and

**WHEREAS**, the Commission desires to support and advance the "Women's Initiative Panel" event series as described herein.

**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. Approval.** The Village's participation as a community sponsor of the Women's Initiative Panel event series is hereby approved. The Village Manager is authorized to use Village resources to promote the event series, to host portions of the event series, and to expend funds, from Commission discretionary funds (as may be directed by individual Commissioners) for food and beverages offerings at the event series without regard to its location.

**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.**    **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.

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

ATTEST:

\_\_\_\_\_  
Elora Riera, CMC  
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, PL  
VILLAGE ATTORNEY



## North Bay Village Recommendation Memorandum

**DATE:**            June 11, 2019

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

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

**THROUGH:**      **Commissioner Julianna Strout**

**SUBJECT:**        Pilot Program for Motorized Scooters

---

### **REQUEST**

Authorization to create a pilot program for the use of motorized scooters within the Village boundaries.

### **BACKGROUND AND ANALYSIS**

North Bay village has had discussions with three operators of motorized scooters. Staff is currently researching and putting together a pilot program for the Village. Staff will have a Request for Qualifications prepared so that any company that wishes to provide our residents with this form of safe alternative transportation can do so. Although we live in a three-island paradise, geographically we are a small village. After discussing opportunities with the Village, two of the three companies have provided examples of MOUs expecting exclusivity within the Village boundaries. The third company said they would be open to a non-exclusive MOU, but have not provided any details on their program.

### **FINANCIAL IMPACT**

N/A

### **BUDGETARY IMPACT (Finance Dept.)**

N/A

### **PERSONNEL IMPACT**

N/A



# Memorandum

To: Ralph Rosado, City Manager

Cc: Elora Riera, CMC, City Clerk

From: Daniel A. Espino, Esq.

Date: June 6, 2019

Re: Former Village Hall Site

---

Our office was asked to evaluate the development potential of the former North Bay Village Hall site (the “VH Site”) in light of the restriction found on the deed that conveyed the property to the Village in 1948 (the “Deed”). The following will explain.

For reference, the “Deed Restriction” provides as follows:

*As a covenant running with the land, the Grantee, by its acceptance of this conveyance, for itself, its administrators, successors and assigns, covenant and agree with the Grantor that the above described property will never be used for any purposes other than the erection and operation of a municipal building and appurtenances thereto.*

While, the Deed Restriction has been discussed extensively by the Village, several issues need to be clarified:

1. The language of the Deed Restriction is not as clear as one would desire. The Deed Restriction has to do with the use of the VH Site, but it does not restrict the use to municipal or governmental purposes. As stated above, it, instead, applies to the “erection of a municipal building . . . .” What constitutes a municipal building is debatable. A Village Hall building would certainly satisfy the condition. A public safety building, even if it includes space for the Miami-Dade County Fire Department—a historically local government function, would almost certainly constitute a municipal building. A dog park is not a municipal building, though it is a municipal use. The construction of bathrooms or concessions structures are appurtenances to a dog park. Without a judicial determination, we can not definitively say whether a dog park would be interpreted as the type of use that would satisfy the Deed Restriction.

2. This Deed Restriction does not contain a reverter such that would allow the grantor or a successor entity to have the right to ownership or possession of the property in the event that the Village violated the terms of the Deed Restriction. At best, the Grantor or a successor entity would likely be limited to injunctive relief, preventing the Village from implementing a

use on the VH Site that runs counter to the Deed Restrictive. That being said, Grantor did not reserve any rights for any successor(s) or assign(s) to enforce the use condition. It is debatable whether a successor entity exists, let alone whether one would have any ability to enforce the condition.

3. The Deed Restriction is on the main instrument by which the right of ownership was conveyed to the Village—the so-called root title. As such, the Deed Restriction can not be eliminated by any provision of the Marketable Record Title Act, which statutorily removes interest, claims, or charges that occurred prior to the date of root title. The only way that the Deed Restriction can be removed is by the Village initiating an action to “quiet title.” The Village would need to initiate a suit against the now-defunct Sea-Bay Corporation, which would be put on notice by way of publication. The quiet title action would serve to eliminate nonpossessory claims or conditions that can be said to cloud the title.

### ***Conclusion***

The VH site can be certainly be used for a public safety building featuring police and fire. We are less certain that the property can be used by the Village as a park of any kind by right. To have clear guidance on this matter, the Village would need to obtain a judicial determination through a declaratory or seek to eliminate the Deed Restriction by an action to quiet title. However, the right to enforce the Deed Restriction would be difficult as the Grantor no longer exists and any successor, if any, does not have any clear right to enforce the conditions.

**EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is made and entered into as of the 11<sup>th</sup> day of June, 2019 (the "Effective Date") by and between the North Bay Village, Florida, a Florida municipal corporation located in Miami-Dade County (the "Village"), and Ralph Rosado, an individual residing in Miami-Dade County ("Dr. Rosado" or the "Village Manager"). The Village and the Village Manager may be referred to herein individually as a "Party" and collectively as the "Parties".

**RECITALS**

**WHEREAS**, on February 12, 2019, the Village Commission appointed Dr. Rosado as Interim Village Manager subject to the terms set forth in an Employment Offer Letter dated February 12, 2019; and

**WHEREAS**, on May 14, 2019, the Village Commission appointed Dr. Rosado as permanent Village Manager subject to negotiation and approval of terms of an Employment Agreement between the Parties; and

**WHEREAS**, the Parties desire to enter into this Agreement setting forth the terms and conditions of Dr. Rosado's employment as Village Manager.

**NOW THEREFORE**, in consideration of foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual promises set forth in this Agreement, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the Village and Village Manager agree as follows:

**Section 1. Duties**

A. The Village Manager shall perform the functions and duties of his position as specified in the Village Charter and Code, and shall perform such other legally permissible and proper duties and functions as the Village Commission shall assign from time to time.

B. The Village Manager shall discharge his duties in accordance with this Agreement, the Village Charter and Code, and any applicable Village employment policies, as may be established and amended from time to time by the Village Manager and/or Commission, and in a professional and respectable fashion as required of Village Managers generally and as required by the standards of the Code of Ethics of the International Village/County Management Association.

C. Village Manager acknowledges that the duties of Village Manager will be variable and may require work after the Village's regular business hours, and on nights, weekends and holidays. Village Manager agrees to devote Village Manager's best efforts and the time and energy necessary to perform fully the duties of Village Manager as required under this Agreement. Village Manager further agrees to be exclusively employed by the Village during the

term of this Agreement; provided, however that the Village Manager may continue teaching and performing occasional consulting work through his Professional Association of other parties who have no business, transactions or matters pending or proposed before the Village so long as such teaching or consulting is disclosed to, and approved by, the Village Commission. In the event that the Village Manager engages in any approved outside teaching or occasional consulting work during the Village's regular business hours, the Village Manager shall be required to use accrued unused vacation time.

D. In the event that Village Manager is temporarily unable to perform his duties, Village Manager shall designate an Acting Village Manager for such length of time as may be needed for Village Manager to resume his/her duties, but in no event for more than thirty (30) consecutive calendar days. The Village Commission reserves the right to nominate and approve an Acting Village Manager that differs from the individual so designated by the Village Manager and shall nominate and approve an Acting Village Manager in the event that the Village Manager is unable to perform his duties for thirty (30) consecutive calendar days or more.

## **Section 2. Term of Agreement**

A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated by the Village or the Village Manager as provided herein. Village Manager acknowledges that employment with the Village is on an at-will basis and that Village Manager shall serve at the pleasure of the Village Commission. Nothing in this Agreement shall prevent, limit, and/or otherwise interfere with the right of the Village Commission to terminate Village Manager at any time, subject to the Village Charter.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Manager to resign at any time from the position of Village Manager, subject only to the provisions set forth in Section 6 of this Agreement.

## **Section 3. Salary**

A. The Village agrees to pay the Village Manager as compensation for his services under this Agreement an initial annual salary of \$155,000.00, payable in biweekly installments at the same time as when other Village employees are paid. This salary is subject to all legally required deductions. Beginning October 1, 2019 and each October 1 thereafter that the Village Manager is employed by the Village, the Village Manager shall receive cost of living adjustments in the same amount as other management employees of the Village should the Village authorize cost of living adjustments for all other Village employees.

B. Beginning February 2021, the Village shall annually review the Village Manager's salary and/or other benefits and may increase same and/or provide a performance bonus in such amounts and to such an extent as the Village Commission may determine desirable on the basis of the performance of the Village Manager, in the Village Commission's sole and absolute discretion. Such evaluation shall be in such form as the Commission deems appropriate and may be made each year, prior to October 1st, in accordance with procedures established by Village Commission for the duration of this Agreement. Nothing herein shall require the Village



to increase the compensation and/or other benefits of the Village Manager. Failure to conduct an annual evaluation shall not constitute a material breach of this Agreement.

**Section 4. Termination by the Village**

A. In the event the Village Commission wishes to terminate the Village Manager, it shall do so in accordance with Section 3.02 of the Charter.

B. In the event the Village Commission wishes to terminate the Village Manager without cause on or before June 13, 2020, the Village Manager shall receive a lump sum severance pay equal to 10 weeks of his regular base salary at the time of termination. In the event the Village Commission wishes to terminate the Village Manager without cause on or before June 13, 2021, the Village Manager shall receive a lump sum severance pay equal to 13 weeks of his regular base salary at the time of termination. In the event the Village Commission wishes to terminate the Village Manager without cause on or before June 13, 2022, the Village Manager shall receive a lump sum severance pay equal to 16 weeks of his regular base salary at the time of termination. In the event the Village Commission wishes to terminate the Village Manager without cause on or after June 13, 2022, Manager shall receive a lump sum severance pay equal to 20 weeks of his regular base salary at the time of termination, The Village shall also continue to pay the premium for the Village Manager's health insurance for the period of time for which he receives severance after the effective date of his termination. The Village shall not provide the Village Manager with his automobile allowance, cellular telephone allowance, or any other benefit or reimbursement (except that specifically set forth in this paragraph) beyond the date of his termination. All severance payments (excluding the continuation of his health insurance benefits) shall be paid to the Village Manager within thirty (30) days of the Village Manager's termination, provided the Village Manager first executes a release and waiver of claims releasing the Village from any liability in connection with his employment with the Village.

C. Notwithstanding the provisions of Section 4.B above, in the event Village Manager is terminated for misconduct as defined in Section 443.036(30), Florida Statutes, the Village shall have no obligation to pay the Village Manager any severance pay. Misconduct includes, but is not limited to: (i) breach of any material term or condition of this Agreement; (ii) conviction of a felony; (iii) gross insubordination; (iv) willful neglect of duty; or (v) adjudicated violation of the Florida Code of Ethics for Public Officers and Employees, the Miami-Dade Conflict of Interest and Code of Ethics, the Village Charter, or the Village's Conflict of Interest Ordinance.

**Section 5. Termination by the Village Manager**

A. In the event that the Village Manager voluntarily resigns or retires during the Term of this Agreement, the Village Manager shall provide the Village with 60 days' advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the Village Manager under this Section, the Village Manager shall not be entitled to receive severance package, but the Village shall pay the Village Manager for his accrued unused vacation and sick leave (if applicable) calculated at the Village Manager's rate of pay in

effect upon the date of resignation in accordance with Village policy for non-union civilian employees.

B. In the event that the Village Manager voluntarily resigns with less than 60 days' advance written notice, the Village Commission may elect to terminate the Village Manager immediately or allow the Village Manager to continue to serve until the date specified in the Village Manager's resignation. In the event of a resignation or termination under this paragraph, notwithstanding any other provisions of this Section, the Village Manager shall not be entitled to receive either severance payment or vacation or sick leave unless the Village Commission authorizes a payment for accrued unused leave.

C. If the Village Manager is unable to perform his duties as specified in Section 1 of this Agreement for a period of 30 consecutive days or 60 non-consecutive days during any one-year period for any reason other than an approved Family Medical Leave Act ("FMLA") absence, the Village Commission may terminate this Agreement. If the Village Manager takes FMLA-approved leave and exhausts his statutorily-protected, FMLA-approved leave in any one-year period, the Village Commission may terminate this Agreement. In the event of the Village Manager's death, this Agreement shall be terminated. If this Agreement is terminated under this Section, the Village Manager shall not be entitled to severance pay.

D. Unless otherwise specified in this Agreement, or required by law, upon termination of this Agreement, the Village Manager or his beneficiary shall be entitled to receive payment of any accrued or unused sick or vacation leave in accordance with the terms of this Agreement, as may be amended from time to time.

## **Section 6. Automobile Allowance and Communications Equipment**

A. The Village will provide the Village Manager with an automobile allowance of \$600.00 per month. The Village also agrees to reimburse Village Manager for mileage for travel outside of Miami-Dade or Broward Counties associated with business of the Village at the same rate as other Village employees are reimbursed.

B. The Village shall provide Village Manager with a cell phone allowance of \$150.00 per month, or provided a Village phone.

## **Section 7. Dues and Subscriptions**

The Village agrees to pay Village Manager's professional dues for membership in the International Village/County Management Association and the Florida Village/County Management Association. If the Village Manager is not a member of the International Village/County Management Association, he shall become a member within ninety (90) days of execution of this Agreement. The Village shall pay other dues and subscriptions on behalf of Village Manager as are approved in the Village's annual budget (on a line item basis) or as authorized separately by the Village Commission.

## **Section 8. Professional Development**

The Village agrees to pay for the Village Manager's travel and attendance at one (1) conference per year, which shall be one of the following: (1) International Village/County Managers' Association annual conference; (2) Florida Village/County Managers' Association annual conference; (3) the Florida League of Cities' annual conference in accordance with the expense schedule set forth in Chapter 112 of the Florida Statutes for public officials or as otherwise provided by the Village Commission, or (4) another appropriate professional conference of the manager's choosing. The Village may pay for Village Manager's attendance at other seminars, conferences and committee meetings as are approved in the Village's annual budget (on a line item basis) or as authorized separately by the Village Commission.

## **Section 9. Community Involvement**

The Village acknowledges that Village Manager currently participates in community and civic organizations. The Village agrees that Village Manager may continue participation in such organizations during the term of this Agreement, provided that such participation shall be conducted at Village Manager's personal expense. The Village acknowledges that the Village Manager's participation in these organizations include, but is not limited to, participation (in person, or via the telephone or internet) in meetings, conferences, seminars, or other activities sponsored by the organizations. If the Village Manager will be away from work for one or more full days as a result of Village Manager's participation in any community or other civic organization, the Village Manager is required to provide advance notice to and receive prior approval from the Mayor of the Village.

## **Section 10. Vacation, Holidays and Sick Leave**

Commencing on the date of approval of this Agreement, the Village Manager shall accrue Vacation in accordance with Village Policy No. 5-05 titled "Management Benefits." The Village Manager shall accrue personal days and Sick Leave in accordance with the Employee Policy Manual. Upon separation of employment, the Village Manager will be eligible for payout for his accrued unused leave in accordance with applicable Village policy, as modified only by Sections 4 and 5 of this Agreement.

The Village Manager shall be entitled to paid holidays off as provided to all other Senior Management Employees of the Village.

## **Section 11. Health, Dental, Life, Disability and Professional Insurance**

A. The Village Manager shall be entitled to Village-sponsored health insurance on the same terms and at the same cost as provided to other Senior Management employees of the Village. Should the Village Manager decline such coverage, he shall be paid an amount equal to the cost to the Village of family coverage, capped at \$20,000 per year. Such payment will be made in equal installments in conjunction with the Village's regular pay periods.



B. The Village shall provide the Village Manager with life, accidental death and dismemberment, and short-term and long-term disability insurance coverage to the same extent as such coverages are provided to other Senior Management employees of the Village (as provided under, and subject to terms and conditions of, the Village's applicable group insurance plans).

C. The Village shall provide the Village Manager with professional insurance, including, but not limited to, officers and directors insurance, with such policy and coverage limits as deemed appropriate by the Village's risk management consultant.

## **Section 12. Retirement**

The Village shall implement an ICMA retirement plan for the Village Manager and shall contribute a the same percentage of Village Manager's pay into that account as it contributes to FRS each year for other Senior Management Employees of the Village.

## **Section 13. Expense Account; Other Customary Benefits**

A. The Village Manager shall be entitled to a monthly expense stipend in the amount of \$400.00 for expenses incurred by the Village Manager in the performance of his duties. The amount of the stipend may be adjusted by the Village Commission in each annual budget to reflect changes in the consumer price index.

B. The Village shall afford the Village Manager the right to participate in any other benefits or working conditions as provided for the Senior Management Employees of the Village.

## **Section 14. Indemnification**

To the extent permitted by law and as limited by Section 768.28, Florida Statutes for tort actions, the Village shall defend, save harmless and indemnify the Village Manager against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in connection with the performance of the Village Manager duties so long as the Village Manager is acting within the scope of his employment. The Village, or its insurance carrier, will defend all such claims and actions at its own cost through competent counsel through administrative, trial, and appellate proceedings pay or settle any such claim or suit or judgment rendered thereon. This Section shall survive cancellation or termination of this Agreement.

## **Section 15. Bonding**

The Village agrees to bear the full cost of any fidelity, indemnity, or other bonds as may be approved by the Village Commission pursuant to the Village Charter.

**Section 16. Code of Ethics**

The "Code of Ethics" promulgated by the International Village/County Management Association (ICMA) is incorporated herein and by this reference made a part hereof. The Village Manager in the performance of his/her duties agrees to be governed by the referenced Code of Ethics, as may be amended from time to time, and such other ethics policies as are in existence or may be adopted from time to time by the Village.

**Section 17. Notice**

Notices pursuant to this Agreement shall be given by certified mail, return receipt requested, through the United States Postal Services delivery, addressed as follows:

Village	Mayor Brent Latham North Bay Village 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
With a copy to the Village Attorney	Daniel A. Espino, Esq. Weiss Serota Helfman Cole & Bierman, PL 2525 Ponce De Leon Boulevard, Suite 700 Coral Gables, FL 33134
Manager	Ralph Rosado

Any of the foregoing Parties may, by written notice to the other Parties, designate any other address to which subsequent notices, certificate or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed. Any notice sent by electronic mail shall not be considered delivered unless the recipient has expressly confirmed receipt thereof.

**Section 18. Other Terms and Conditions**

A. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the Village Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed, except by an Agreement in writing signed by the parties.

E. Florida law shall govern the construction, interpretation, and enforcement of this Agreement and venue for any litigation which may arise that in any way involves this Agreement shall be in Miami-Dade County in a court of competent jurisdiction.

F. Upon Village Manager's death, the Village's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement to his designated beneficiaries;
3. Payment of all life insurance benefits in accordance with the Village's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and accordingly, no court or administrative hearing officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

I. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless approved by the Village Commission and agreed upon by the Parties. Any approved and agreed upon changes to this Agreement shall be reduced to writing with the same formality as this Agreement.

J. The rights and obligations herein granted are personal in nature and cannot be assigned, delegated, or transferred by the Village Manager, except as provided in Section (1)(D) herein.

K. In any action or proceeding to enforce or interpret the provisions of this Agreement, each party in such action or proceeding shall bear their own attorney's fees.

L. Any calculation or computations required herein shall be made by the Village Finance Director, subject to verification by the Village Attorney. The Manager shall be promptly furnished a copy of such calculations my and computations.

M. On any matter which is not covered or addressed by this Agreement or the Village Charter, the general Village personnel policies, as amended from time to time, and as may apply, shall control, subject to confirmation by the Village Attorney.

N. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed, as of the date first written above.

VILLAGE MANAGER

\_\_\_\_\_  
RALPH ROSADO

NORTH BAY VILLAGE

\_\_\_\_\_  
BRENT LATHAM, MAYOR

ATTEST:

\_\_\_\_\_  
ELORA RIERA, CMC,  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE SOLE USE OF NORTH BAY VILLAGE:

\_\_\_\_\_  
WEISS, SEROTA, HELFMAN,  
COLE AND BIERMAN  
VILLAGE ATTORNEY





## North Bay Village Recommendation Memorandum

**DATE:** June 11, 2019

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

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

**THROUGH:** Interim Village Manager Dr. Ralph Rosado

**SUBJECT:** Short-Term Vacation Rentals

---

### **REQUEST**

Amend Village Code of Ordinances Chapter 13, titled VACATION RENTAL LICENSE PROGRAM, to increase penalties and fees as outlined below.

### **BACKGROUND AND ANALYSIS**

Short-Term Vacation Rentals (STVRs) are a matter of increasing concern in North Bay Village and other municipalities throughout the country. In 2011 the Florida Legislature prohibited cities from regulating STVRs, as defined as properties that are rented more than three (3) times a year for less than 30 days at a time. This legislation allowed cities to “grandfather” in ordinances regulating short-term rentals adopted before June 1, 2011. However, in 2014, the Legislature passed a bill that eased restrictions and allowed cities to adopt ordinances specific to STVRs. However, The 2014 legislative bill does not allow for municipalities to prohibit or ban them completely (Floridaleagueofcities.com, 2019).

### **North Bay Village 9 Step Concerned Strategy:**

After meeting with several residents, Village Administration identified 9 points staff could immediately begin working on in order to reduce STVR related violations and nuisances. Below the 9 points are listed, followed by a status update in red text.

1. 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. **This messaging will continue to be used in various formats like social media and flyers that are handed out at the North Bay Island guardhouse.**
2. We have resumed training all our officers on how to properly cite visitors who are abusing our rules. **Training between Police Officers and Code Enforcement is ongoing, and both departments are coordinating efforts to provide 24-hour enforcement. In order to enforce Village ordinances, calls for service at STVR locations will continue to require a written report regardless of observations made by the responding officers. Additionally, the on-duty supervisor will respond to all calls for service at these locations.**
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 ([mtovar@nbvillage.com](mailto:mtovar@nbvillage.com) and [torres-lee@nbvillage.com](mailto:torres-lee@nbvillage.com)). **Please see the enclosed list of current known STVRs along with other pertinent information.**
4. We are purchasing software that helps to detect unlicensed STVRs, so that we can more proactively catch violators. **The Administration has recently purchased the software Harmari. The IT department is scheduling the installation onto various computers for Code Enforcement use.**
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. **Software was installed on Code Enforcement laptops allowing access to a paperless system. Code Enforcement is also being provided with mobile printers to encourage more field time further.**
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. **Code Enforcement has begun speaking with each association to build relationships and begin coordinating efforts.**
7. We are looking at “Best Practices” in the field so that we can learn from other communities that have tackled this issue. **This policy document and recommendations take into account best practices from surrounding municipalities.**
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.) **Village Administration will continue to monitor the pending lawsuits. However, the recommendations listed in this policy would strengthen the Village’s fines and restrict how many people are allowed to occupy a licensed STVR.**
9. We will enforce a “three-strikes-and-you’re-out” policy, so that frequent violators can no longer do STVR business in our village. This policy is codified in the Village’s ordinances. **The first application denial (see enclosed) was a result of this “three-strikes-and-you’re-out” policy. The recommendation below looks to strengthen further the policy adding additional fines and time to the suspended licenses.**

### **Miami Beach:**

As it became easier to advertise apartments and homes for use as a STVR, the City of Miami Beach found it had a growing problem. Over five years, STVRs more than doubled from 600 in FY 13-14 to more than 1700 this past year. The City imposed some of the most aggressive STVR policies in the country, with fines of \$20,000 per violation. Although the city has issued more than \$8 million in fines, it is difficult to enforce the code fines. A Miami Herald article found that although property owners were fined, brokers or tenants would illegally sublet the properties. Property owners would successfully appeal or negotiate lower payments. Other owners are currently suing the City for what they believe is a violation of state law when imposing fines that are above a state threshold. (Source: Kyra Gurney & Taylor Dolven "Huge fines, midnight busts: Inside Miami Beach's war on short-term rentals" 2019).

### **Policy Objectives:**

As North Bay Village looks to strengthen the makeup of our community, it is essential to identify various Policy Objectives. This policy recommendation hopes to reinforce current Village code ordinances already in place for STVRs, to ensure that:

- traditional neighborhoods are not turned into tourist areas
- the regulation prevents properties from becoming pseudo hotels or "party houses"
- risk to public safety are minimal
- property owners are discouraged from operating STVRs without proper license from the Village

### **North Bay Village Current Code:**

Chapter 13 of the North Bay Village municipal code directly deals with the subject of STVRs. The code specifically details what is considered an STVR, that a license is required, how to apply for a license, and penalties and enforcement.

Should a property be cited for violation of Chapter 13, the first offense would be subject to a fine of \$250 and a \$500 fine for each subsequent offense. Each day a violation exists constitutes a separate and new violation. The code then states that the village manager shall suspend a vacation rental license after a third violation for a period of 12 months.

The village may also pursue other available remedies which may include injunction relief, abatement of public nuisance, liens, imprisonment and other penalties as provided by law.

### **North Bay Village Compared**

In the process of due diligence, Village staff reviewed the penalty code for a few other municipalities that were not “grandfathered” by the 2011 Florida statute. Below is a chart that lists the differences between these municipalities.

Municipality	Fine for First Violation	Fine for Second Violation	License Revocation Threshold	Fine without a License
North Bay Village	\$250	\$500	After 3 violations 1-year suspension.	N/A
Hollywood	\$250	\$500	After 3 violations 1-year suspension.	N/A
Fort Lauderdale	\$200	\$500	After 3 violations 180-day suspension; after 4 violations a 1-year suspension.	\$1000
North Miami*	\$500	\$100	After 3 violations 1-year suspension and a \$5,000 fine.	N/A
Bay Harbor Islands	\$250	\$500	After 3 violations a 30 day suspension; after 4 violations a 1-year suspension; each additional violation adds a year suspension.	N/A
Pinecrest	\$250	\$500	After 3 violations a 30 day suspension; after 4 violations a 1-year suspension; each additional violation adds a year suspension.	N/A
Palmetto Bay	\$250	\$500	After 2 violations a 30 day suspension; after 3 violations a 1-year suspension; each additional violation adds a year suspension.	N/A
Miami-Dade County	\$100	\$1,000 each additional offense \$2,500	Requires a Certificate of Use for each rental. Three citations within a year may affect the issue or renewal of Certificate of Use. The Department Director may issue a provisional certificate for a limited time.	

\*North Miami had adopted ordinances regarding STVRs prior to the 2011 Florida Statutes.



## **FINANCIAL IMPACT**

TBD – Stricter regulations may discourage homeowners from operating STVR. Additional revenues may be collected due to properties violation code ordinances.

## **BUDGETARY IMPACT (Finance Dept.)**

N/A

## **PERSONNEL IMPACT**

N/A

## **RECOMMENDATION**

As shown above, the Village code is in line with other surrounding communities. However, staff believes there is room to strengthen our code based on best practices to further protect the fabric of the community as a traditional residential community.

1. Increase penalty for the first violation from \$250 to \$500.
2. Increase penalty for second violation from \$500 to \$1,000.
3. Upon the second violation, any STVR license is suspended for thirty (30) calendar days.
4. Upon a third violation, the suspension is increased to twelve (12) calendar months (as currently established) and a five thousand dollar fine (\$5,000).
5. Each subsequent violation adds twelve (12) calendar months to the suspension.
6. Operating an STVR without a license is a one thousand dollar fine (\$1,000) per day/occurrence.
7. The maximum vacation rental occupancy shall not exceed the smallest occupancy calculated pursuant to each of the following standards:
  - a. Two (2) persons per bedroom, regardless of the number of bedrooms;
  - b. The maximum occupancy shall be limited to ten (10) transient Occupants per Vacation Rental Unit; and
  - c. Three (3) Transient Occupants per one (1) off-street parking space legally available to the property, the exact number of which is determined by the requirement of Division of the Village Land Development Regulations of the Village Code of Ordinances.
8. Information required to be posted under Chapter 13.15 (Posting of Vacation Rental Information) shall also be made part of each rental agreement/lease.
9. The vacation rental representative shall make available to the village at any time requested a registration log with all leases' contact information and permanent address.
10. Require all STVR applications that are not the property owner have a signed, notarized letter stating the property owner is aware of the STVR and that the Village may also pursue all other available remedies which may include injunction relief, abatement of public nuisance, liens, imprisonment and other penalties as provided by law.

Property Address	Property Owner	Original License Issue Date	License Renewal	Citations/Notes
<b>NORTH</b>	<b>BAY</b>	<b>ISLAND</b>		
7501 Coquina Dr	7501 Coquina LLC	12/14/2018	9/30/2019	None
7521 Coquina Dr	Hasan Keresteci	4/5/2017	9/30/2019	None
7611 Coquina Dr	Rafael Visbal	Pending		None
7720 Miami View Dr	Juan Luis Matos	11/2/2017	9/30/2019	Police called to property 38 times in 2018; cited on 5/12 & 5/24/18 for loud noise; license renewal was denied but then approved by Previous Attorney. Issued warnings for trash cans in May 2019 and advertising as a VacationRental in January 2019 before renewal was approved.
7701 Beachview Dr	Nabil Hach Al-Luch	1/25/2019	9/30/2019	Has a lien on the property. The violations have been complied, but owes the Village money.
7711 Beachview Dr	Maria ZeLaya & Coralia Rodriguez	4/5/2017	9/30/2019	Loud noise warning for music at a birthday party in November 2018.
7811 Beachview Dr	Esther Santana	12/9/2016	9/30/2019	None
7700 Miami View Dr	Miami View Properties LLC	Illegal STVR	Applied and Denied	Issued warning for banner signs in April 2019 (complied); issued 3 citations for illegal STVR in April 2019; issued infraction for work without permits in May 2019; issued 6 citations for illegal STVR in May 2019.
7800 Miami View Dr	7800 Miami View NBV LLC	7/10/2017	9/30/2019	Issued citation for trash cans in May 2019; Police came to property for noise in May 2019 and was unfounded.
7720 Center Bay Dr	MPS Atlantic Investments, LLC.	11/2/2017	9/30/2019	Police called to property for loud noise in June 2018- no violation; Issued citation in October 2018 for loud music & talking; issued warning for trash cans in May 2019.
7810 Center Bay Dr	VMBA LLC	1/15/2019	9/30/2019	Issued 2 citations for illegal STVR in October 2018; issued infraction and citation for work without permits in November 2018 (complied); issued citation for trash cans in May 2019.
1365 Bay Terrace	David Simkins	Illegal STVR	Applied	Issued citation for illegal STVR in June 2018; Police went in June 2018 for loud party-unfounded; Issued 3 citations, one in August, October and December 2018 for trash cans; Issued citation for advertising as an illegal STVR in October 2018-taken to Magistrate-case continued; issued 1 citation in March 2019 and 3 citations in May 2019 for illegal STVR. Issued citation for trash cans in May 2019.
<b>TREASURE</b>	<b>ISLAND</b>			
1441 S Treasure Dr	Yair D Massir & Rebeca Mehzari	1/7/2019	9/30/2019	Issued 4 citations for work without permits in January 2018; accumulated fines that were mitigated down on a payment plan over a year's time; issued 1 warning for illegal STVR in June 2018; issued 1 citation for illegal STVR in December 2018; issued 2 citations for trash cans in December 2018.
1470 S Treasure Dr	Mark Bagan & Anne Bagan	10/11/2018	9/30/2019	
1580 S Treasure Dr	1580 S TREASURE DR LLC	4/24/2018	9/30/2019	
7533 Bounty Ave	Jesus E Suarez Toscano	12/17/2018	9/30/2019	
7541 Cutlass Ave	Tung D Nguyen & Loan D Nguyen	5/2/2017	9/30/2019	
7504 W Treasure Dr	7504 W TREASURE DRIVE LLC	Pending		Issued a citation in June 2018 for illegal STVR; went to Special Magistrate in November 2018; Case was continued. Owes Fines.

Property Address	Property Owner	Original License Issue Date	License Renewal	Citations/Notes
<b>HARBOR</b>	<b>ISLAND</b>			
7904 West Drive #214		Pending		Issued warning In January 2019 for illegal STVR. Bayshore doesn't have assigned parking. License was waiting for attorney to review.
7926 East Dr		9/30/2016	9/30/2018	License pending renewal.
7939 East Dr #2,4,6,7,9, 11,12,14		2/19/2019	9/30/2019	None
7946 East Dr. #309		1/25/2019	9/30/2019	None

ORDINANCE NO. 2019- \_\_\_\_\_

**AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE UNIFIED LAND DEVELOPMENT BY MODIFYING CHAPTER 13, "VACATION RENTAL LICENSE PROGRAM," INTENSIFYING NOTICE, APPLICATION REQUIREMENTS AND CODE VIOLATION PENALTIES FOR VACATION RENTALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, as the prevalence of vacation rental continues to increase inside North Bay Village (the "Village"), the Mayor and Commission desire to strengthen certain policies associated vacation rentals in order to ensure adherence to the Code and the preservation of the Village's residential areas; and

**WHEREAS**, Mayor and Commission believe that this Ordinance 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. Recitals Incorporated.** 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.** Chapter 13 of the North Bay Village Unified Land Development Code, entitled "Vacation Rental License Program," is hereby amended to read, as follows:

Chapter 13 - VACATION RENTAL LICENSE PROGRAM



## DIVISION 1. - GENERAL PROVISIONS

### Section 13.1 - Purpose.

The purpose of this chapter is to promote public health, safety, welfare and convenience through regulations and standards for short-term vacation rental properties by providing:

- A. For a vacation rental license;
- B. For safety and operational requirements;
- C. For parking standards;
- D. For solid waste handling and containment;
- E. For licensure requiring posting of vacation rental information; and
- F. For administration, penalties and enforcement.

### Section 13.2 - Definitions.

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

*Village.* North Bay Village, Florida, as geographically described in its Charter.

*Habitable room.* A room or enclosed floor space used or intended to be used for living or sleeping purposes, excluding kitchens, bathrooms, shower rooms, water closet compartments, laundries, pantries, foyers, connecting corridors, closets and storage space.

*Occupant.* Any person who occupies, either during the day or overnight, a vacation rental.

*Transient public lodging establishment.* Any unit, group of units, dwelling, building or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or one calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

*Vacation rental.* Any individually or collectively owned single- or multi-family house or dwelling unit that is also a transient public lodging establishment, and is located in an area zoned RS-1, RS-2, RM-40, or RM-70.

*Vacation rental representative.* A vacation rental property owner, or his/her authorized designee, as identified in the application for a Village vacation rental license.

## DIVISION 2. - VACATION RENTAL LICENSE REQUIRED

### Section 13.3. - License required.

A. After July 1, 2016, an active vacation rental license shall be required to operate a vacation rental within the Village, except that vacation rental's in Village areas zoned RM-40 and RM-70 require a Vacation license only after January 9, 2017. After July 1, 2016, only vacation rentals in Village areas zoned RS-1 and RS-2 must holding an active vacation rental license issued by North Bay Village to operate within the Village; and after January 9, 2017 all vacation rentals must hold an active vacation rental license issued by North Bay Village to operate within the Village. A separate vacation rental license shall be required for each vacation rental, as defined in Section 13.2.

B. The advertising or advertisement for the rental of an unlicensed single-family or multi-family house or dwelling unit, or of a residential condominium, apartment, or building dwelling unit located in a residential building or community that has not adopted rules regulating the use of transient public lodging establishments, for periods of time less than 30 days or one calendar month is direct evidence of offering a property for rent as a vacation rental in violation of subsection 13.3.A and the advertising or advertisement is admissible in any enforcement proceeding. The advertising or advertisement evidence raises rebuttable presumption that the residential property named in the notice of violation or any other report or as identified in the advertising or advertisement was used in violation of subsection 13.3.A.

#### Section 13.4 - Application for vacation rental license.

A. A property owner seeking initial issuance of a vacation rental license, or the renewal, or modification of a vacation rental license, shall submit to the Village a completed vacation rental license application in a form promulgated by the Village, together with an application fee in an amount set by resolution of the Village Commission.

B. A complete application for the initial issuance, or renewal, or modification, of a vacation rental license shall demonstrate compliance with the standards and requirements set forth in this subchapter through the following submittals:

1. A completed vacation rental license application form, which must identify; the property owner, address of the vacation rental, vacation rental representative, and as well as the phone number of the vacation rental representative.
2. Payment of applicable fees.
3. A copy of the vacation rental's current and active license as a Transient Public Lodging Establishment with the Florida Department of Business and Professional Regulation.
4. A copy of the vacation rental's current and active certificate of registration with the Florida Department of Revenue for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida Department of Revenue.
5. Evidence of the vacation rental's current and active account with the Miami-Dade County Tax Collector for the purposes of collecting and remitting

tourist and convention development taxes and any other taxes required by law to be remitted to the Miami-Dade County Tax Collector.

6. A copy of the current Local Business Tax Receipt.
7. Interior building sketch by floor. A building sketch (may be hand drawn) by floor shall be provided, showing a floor layout and demonstrating compliance with the standards and requirements set forth in this subchapter. The sketch provided shall be drawn to scale, and shall show and identify all bedrooms, other rooms, exits, hallways, stairways, smoke and carbon monoxide detectors, swimming pools, fire extinguishers and exit signage/lighting.
8. A sketch showing the number and the location of all on-site parking spaces for the vacation rental.
9. Acknowledgement that each guest room shall be equipped with an approved listed single-station smoke detector meeting the minimum requirements of the NFPA.
10. A section indicating whether the vacation rental will have ten or fewer occupants or more than ten occupants.
11. A copy of the generic form vacation rental/lease agreement to be used when contracting with transient occupants and guests.

C. Incomplete applications will not be accepted, but will be returned with any fees submitted to the property owner with a notation of what items are missing.

D. Vacation rental license applications shall be sworn to under penalty of perjury. Any false statements in an application shall be a basis for the revocation of any license issued pursuant to such application.

E. All vacation rental license applications that are not signed by the property owner must be accompanied by a signed and notarized letter providing the consent of the property owner for the application, with acknowledgement that the Village may impose cite and fine the property for violations of this Chapter, as well as pursue all other available remedies which may include injunction relief, abatement of public nuisance, liens, imprisonment and other penalties as provided by law.

#### Section 13.5 - Modification of vacation rental license.

An application for modification of a vacation rental license shall be required in the event that any of the following changes to the vacation rental are proposed:

- A. An increase in the gross square footage.
- B. An increase in the number of bedrooms.
- C. An increase in the maximum occupancy.
- D. An increase in the number of parking spaces, or a change in the location of parking spaces.
- E. An increase in the number of bathrooms.
- F. Any other material modifications that would increase the intensity of use.

Section 13.6 - Duration of vacation rental license.

The vacation rental license shall expire each September 30, and may be annually renewed thereafter if the property is in compliance with this chapter. Vacation rental licenses acquired before September 30, 2016 will be valid until September 30, 2017.

Section 13.7 - Renewal of vacation rental license.

A property owner must apply annually for a renewal of the vacation rental license no later than 60 days prior to its expiration.

Section 13.8 - Licenses non-transferable, non-assignable.

Vacation rental licenses are non-transferable and non-assignable. If the ownership of any vacation rental is sold or otherwise transferred, any outstanding vacation rental license as to that vacation rental shall be null and void upon the sale or transfer.

DIVISION 3. - VACATION RENTAL REPRESENTATIVE

Section 13.9 - Duties of vacation rental representative.

Every vacation rental representative shall:

A. Be available by landline or mobile telephone answered by the vacation rental representative at the listed phone number 24-hours a day, seven days a week to handle any problems arising from the Vacation Rental; and

B. Be willing and able to be physically present at the vacation rental within 60 minutes following notification from a vacation rental occupant, law enforcement officer, emergency personnel, or the Village for issues related to the vacation rental, and shall actually be physically present at that location in that time frame when requested; ~~and~~

C. Conduct an on-site inspection of the vacation rental at the end of each rental period to assure continued compliance with the requirements of this subchapter; and

D. Make available to the village at any time requested a registration log with all leases contact information and permanent address.

DIVISION 4. - STANDARDS AND REQUIREMENTS FOR VACATION RENTALS

Section 13.10 - General.

The standards and requirements set forth in this section shall apply to the rental, use, and occupancy of vacation rentals in the Village.

Section 13.11 - Local phone service required.



Local phone service. At least one landline telephone with the ability to call 911 shall be available in the main level common area in the vacation rental.

#### Section 13.12 - Parking standards.

Occupants and visitors to the vacation rental shall comply with all relevant parking codes as found in the Village Code of Ordinances.

#### Section 13.13 - Solid waste handling and containment.

Notice of the location of the trash storage containers and rules for collection shall be posted inside the vacation rental.

#### Section 13.14 - Maximum occupancy.

Requirements for space shall be as follows:

A. Each vacation rental shall have a minimum gross floor area of not less than 150 square feet for the first occupant and not less than 100 square feet for each additional occupant.

B. Every room in a vacation rental occupied for sleeping purposes shall:

1. Have a gross floor area of not less than 70 square feet; and when occupied by more than one occupant, it shall have a gross floor area of not less than 50 square feet for each occupant. The maximum number of occupants for each room used for sleeping purposes shall be four.
2. Have a minimum width of eight feet.

C. Gross area shall be calculated on the basis of total habitable room area and those exclusions appearing in the definition of "habitable room" shall not be considered in calculation of such floor areas.

D. Every habitable room in a vacation rental shall have a ceiling height of not less than seven feet for at least half the floor area of the room. Any portion of a habitable room having a ceiling height of five feet or less shall not be included in calculating the total floor area of such room.

E. The maximum vacation rental occupancy shall not exceed the smallest occupancy calculated pursuant to each of the following standards:

1. Two (2) persons per bedroom; regardless of the number of bedrooms,
2. The maximum occupancy shall be limited to ten (10) transient Occupants per Vacation Rental Unit, the total size of the occupiable space notwithstanding; and

3. Three (3) Transient Occupants per one (1) off-street parking space legally available to the property, as required by duly approved site plan for the property or as required by the Code.

Section 13.15 - Posting of vacation rental information.

A. In each vacation rental, located outside on the back or next to the main entrance door there shall be posted as a single page the following information:

1. The name, address and phone number of the vacation rental representative;
2. The maximum occupancy of the vacation rental;
3. A statement advising the occupant that any sound which crosses a property line at a volume which is unreasonably loud is unlawful within the Village; as per the Village Noise Ordinance.
4. A sketch of the location of the off-street parking spaces;
5. The days and times of trash pickup;
6. The location of the nearest hospital; and
7. The local non-emergency police phone number.

B. A copy of the building evacuation map—Minimum 8½ by 11 shall be provided to the renter upon the start of each vacation rental.

C. The foregoing shall be made a part of each rental agreement.

DIVISION 5. - ADMINISTRATION, PENALTIES, AND ENFORCEMENT

Section 13.16 - Administration of vacation rental license program.

The ultimate responsibility for the administration of this subchapter is vested in the Village Manager, or his/her authorized designee, who is responsible for granting, denying, revoking, renewing, suspending and canceling vacation rental licenses for proposed and existing vacation rentals as set forth in this subchapter.

Section 13.17. - Appeals.

Any decision of the Village Manager, or his/her authorized designee, relating to the granting, denial, renewal, modification, or suspension of a vacation rental license under this subchapter shall be rendered in writing, and reviewed by the Village Commission if a notice by the applicant is filed with the Village Clerk within ten days after the action to be reviewed. The Village Clerk shall place the matter on the agenda of an upcoming meeting of the Village Commission, at which the matter will be reviewed. The decision of the Village Commission shall be final. Such final decision may be reviewed as permitted under Florida law.

### Section 13.18 - Notice.

Any notice required under this subchapter shall be accomplished by sending a written notification by U.S. Mail, postage paid, to the mailing address of the vacation rental representative set forth on documents filed with the Village under this subchapter, which shall be considered for all purposes as the correct address for service, or by personal service or delivery to the vacation rental representative.

### Section 13.19 - Penalties and enforcement.

A. By citation. Any violation of this Chapter 13, or any rule adopted under this chapter, may be punished by citation, as specifically described in Chapter 153, Code Enforcement of the Code of Ordinances of North Bay Village, including but not limited to the requirements of a reasonable warning prior to issuance of a citation; provided, however, such violation shall be subject to a fine in the amount of ~~\$250.00~~ \$500.00, for the first offense, ~~\$500.00~~ \$1000.00 for the second and subsequent offenses, plus a suspension of the vacation rental license or a refusal to issue a vacation rental license as provided hereinafter, ~~for the third offense~~ following the second offense. A fine of \$5,000.00 shall be imposed for the third and any subsequent offenses. Each day a violation exists shall constitute a separate and distinct violation.

B. Other enforcement methods and penalties. Notwithstanding anything otherwise provided herein, violations of this subchapter shall also be subject to all the enforcement methods and penalties that may be imposed for the violation of ordinances of the Village as provided in the Village Code of Ordinances. Nothing contained herein shall prevent the Village from seeking all other available remedies which may include, but not be limited to, injunctive relief, abatement of public nuisance, liens, fines, imprisonment, and other penalties as provided by law.

C. Suspension of license.

1. In addition to any fines and any other remedies described herein or provided for by law, the Village Manager shall suspend a vacation rental license for 30 calendar days upon a second violation of this chapter in any in any continuous 12 and for one year upon a third violation of this subchapter in any continuous 12 month period. Violations subsequent to the a third violation within the continuous 12 month period following the initial violation or to the imposition of a suspension will result in the imposition of extensions of the suspension by one year per subsequent violation. Such suspension ~~of a vacation rental license shall be for a period of one year, and~~ shall begin following notice, commencing either at the end of the current vacation rental lease period, or after 30 calendar days, whichever is less.

2. For violations of the Florida Building Code, or Florida Fire Prevention Code, a vacation rental license shall be subject to temporary suspension starting immediately three working days after citation for such violation if it is not corrected,

re-inspected, and found in compliance.

3. The Village Manager may refuse to issue a vacation rental license upon a third violation of this subchapter in any continuous 12 month period, including but not limited to, if the property has operated an unlicensed vacation rental in violation of subsection 13.3.A. or advertised an unlicensed vacation rental in violation of subsection 13.3.B. Such refusal to issue a Vacation Rental license shall be for a period of one year.

D. Revocation of license.

1. The Village Manager may refuse to issue or renew a license or may revoke a vacation rental license issued under this subchapter if the property owner has willfully withheld or falsified any information required for a vacation rental license.

2. The Village Manager shall revoke a vacation rental license issued under this subchapter upon the fifth adjudication of either a noise violation where such noise emanated from the vacation rental or receipt of a parking violation where such parking violation occurred on the vacation rental property within any continuous 12 month period, or any combination thereof.

3. The property owner shall not be entitled to any refund of the annual fee paid for a license for any portion of the unexpired term of a license, because of revocation or suspension of the vacation rental license.

E. For all purposes under this subchapter, service of notice on the vacation rental representative shall be deemed service of notice on the property owner and occupant.

F. No occupant shall occupy a vacation rental, and no advertisement for the vacation rental shall occur during any period of suspension of a vacation rental's vacation rental license.

DIVISION 6. - VESTING

Section 13.20 - Rental agreement vesting.

It is recognized that there are likely existing rental/lease agreements for vacation rentals as the time of passage of this chapter which may not be in compliance with the regulations herein. Rental agreements that were entered into prior to the date of adoption, shall be considered vested. No special vesting process or fee shall be required to obtain this vesting benefit.

**Section 3.**     **Conflict.**   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 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 \_\_\_\_\_, 2019.

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

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

ATTEST:

\_\_\_\_\_  
Elora Riera, CMC  
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, PL  
INTERIM VILLAGE ATTORNEY