NORTH BAY VILLAGE
EST. 1945

NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, November 18, 2025 at 6:00 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141

(In-person and virtual via Zoom. See below for details)

The meeting agenda is available online at:
https://northbayvillage-fl.gov/agendas-minutes

Elected Officials and Village staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION: The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The Village highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.
Watch the Public Meeting: https://northbayvillage-fl.gov/videos TV Channel 661 Facebook Live
Participate in the meeting via Zoom: Meeting ID: 891 2658 3746
Listen via telephone to the Virtual Public Meeting: 1-305-224-1968 or 1-929-205-6099
For technical support during the meeting, please contact: (786) 309-4991

PUBLIC COMMENTS

Public comments will be accepted by the following means:

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: ***Public comments will also be accepted during the meeting using the virtual meeting platform.***

VIA E-MAIL TO: publiccomment@nbvillage.com

Interested parties or their authorized representatives may address the Commission and/or Board via written or electronic commentary ("e-comments") by emailing the Village Clerk at least two (2) hours prior to the commencement of the meeting. E-comments will not be read during the meeting but will be distributed to the Village Commission or Board prior to the commencement of the meeting. You may send your concerns with the subject line "PUBLIC COMMENT" and the following information in the body of the email: your name, address, if you are a hired Consultant or Village Employee, and/or if you are engaged in lobbying activities and/or representing an organization.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. Minutes of the meeting will be taken and will be made available.

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

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT 786-224-8070 NO LATER THAN FIVE DAYS PRIOR TO SUCH PROCEEDING. 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 786-224- 8070 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

LOBBYING ACTIVITIES

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

Have questions or need additional information?

E-mail: villageclerk@nbvillage.com

Call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details)
Meeting ID: 891 2658 3746
Tuesday, November 18, 2025
6:00 PM

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

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

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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
B. Special Presentations to Commission

3.A. Presentation of a Proclamation Epilepsy

3.B. Presentation of an Annual Contribution to Treasure Island Elementary School for the Faculty Interventionist

3.C. Presentation on the Village's Real Estate Development Incentives / Fee Schedule
Community Development Fees Report.pdf

3.D. Recognition of Police Officer of the Quarter

* Lieutenant Norlan Benitez and Lieutenant Manuel Casais as Officers of the Quarter for April-June 2025.

* Sergeant Ethan Cherasia and Officer Francisco Landrian as Officers of the Quarter for July-September 2025.

Officer of the Quarter April-June 2025 Benitez-Casais.pdf
Officer of the Quarter July-September 2025 Cherasia-Landrian.pdf

4. Open Forum

5. Approval of Commission Minutes

5.A. Approval of the Following Meeting Minutes - Village Clerk, Alba L. Chang
09.26.2025 Special Mtg. Draft.pdf
09.29.2025 Final Budget Hearing.pdf
09.29.2025 Second C. Mtg.pdf

6. Advisory Board Minutes/Written Reports.

6.A. Animal Welfare Board - Vice Chair Rosaura Lopez

7. Village Commission's Report

8. Village Attorney's Report

9. Village Manager's Report

For detailed reporting of the prior month's expenditures, please visit the Finance Department webpage on the North Bay Village website at: NBV Finance Department

9.A. Report on the Acquisition of the New Public Works Building

9.B. Status Report on the Village's Grants

9.C. Traffic Enforcement Report (October 2025)
Monthly Traffic Report (October 2025).pdf

9.D. Code Enforcement Report (October 2025)
August 2025 CM-Code Report.pdf
September 2025 CM-Code Report.pdf
October 2025 CM-Code Report.pdf

9.E. Communications & Special Events Report (October 2025)
November 2025 CommsEvents Report.pdf

10. Village Clerk's Report

10.A. Village Clerk Report for October of 2025
PRR October Log.pdf

11. Consent Agenda

A. Staff Items
B. Proclamation/Award/Village Key Requests

11.A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING RESOLUTION NO. 2025-088 ESTABLISHING THE VILLAGE'S 2025-2026 STATE LEGISLATIVE APPROPRIATION REQUESTS TO REFLECT REVISED PROJECT PRIORITIES AND FUNDING AMOUNTS; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission amend the 2025/2026 State Legislative Appropriation Request as presented.

Resolution Amending Legislative Requests 25-26.DOCX

11.B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FINAL BUDGET AMENDMENT FOR FISCAL YEAR 2024-2025; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve the end-of-the year adjustments resulting in a final budget amendment for the 2024-25 Fiscal Year.

Resolution Amending Budget - 24 25 - Final Adjustments.DOCX
Exhibit A-FY2025 Final Budget Amendment.pdf

11.C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AN ENGAGEMENT LETTER AND PAYMENT TO TRIMERGE CONSULTING GROUP, P.A. FOR ACCOUNTING CONSULTING SERVICES IN THE AMOUNT OF $75,315.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission ratify an engagement letter and payment to TriMerge Consulting Group, PA, for financial consulting support services in the amount of $75,315.00

Resolution - Ratifying TriMerge Consulting Expenses.DOCX
Exhibit A - TriMerge - Finance Engagement Letter.pdf
Exhibit B-Invoice For Emergency Consulting Services .pdf

11.D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH FIRST CHOICE DIGITAL, INC. FOR DOCUMENT SCANNING SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE CLERK, ALBA L. CHANG

It is recommended that the Village Commission approve a Professional Service Agreement with First Choice Digital Inc., for records scanning services subject to budgeted funds.

Resolution Approving Document Scanning Services.DOCX
Exhibit A- First Choice Digital Piggyback.DOCX
Cover Agreement-Exhibit A-LBTS Town Contract.pdf
Cover letter Exhibit B-Proposal-PB Scanning Agreement.pdf

11.E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BISCAYNE BAY WATERKEEPER, INC. FOR WATER QUALITY MONITORING SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve the first amendment to the Professional Service Agreement with Biscayne Waterkeeper Inc.

Resolution-Waterkeeper First Amendment.DOCX
First Amendment-Waterkeeper Agreement.DOCX
Amendment Exhibit A Scope of Work.pdf

11.F. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE FLORIDA STATE LODGE 81 FRATERNAL ORDER OF POLICE INC. FOR CIVILIAN PERSONNEL; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (DEPUTY VILLAGE MANAGER/ HUMAN RESOURCES DIRECTOR, JENICE ROSADO)

It is recommended that the Village Commission approve the October 1, 2025 - September 30, 2028, Collective Bargaining Agreement with the Florida State Lodge Fraternal Order of Police Inc. for the Village's Civilian Personnel.

Resolution Approving CBA - Civilian.DOCX

FOPA TA Civilian Personnel 11.7.25 clean version.DOCX

11.G. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE FLORIDA STATE LODGE 81, FRATERNAL ORDER OF POLICE INC. FOR POLICE OFFICERS, CORPORALS, SERGEANTS, AND LIEUTENANTS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (DEPUTY VILLAGE MANAGER / HUMAN RESOURCES DIRECTOR, JENICE ROSADO)

It is recommended that the Village Commission approve the October 1, 2025 - September 30, 2028, Collective Bargaining Agreement with the Florida State Lodge Fraternal Order of Police Inc. for the Police Department Sworn Personnel.

Resolution Approving CBA - Police.DOCX
FOP TA clean version 11.7.25.DOCX

11.H. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE PURCHASE OF POWERDMS PROFESSIONAL STANDARDS SUITE LICENSES FROM GOVERNMENTJOBS.COM, INC. D/B/A/ NEOGOV FOR USE BY THE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission ratify the purchase of this add-on service and appropriate budgeted funds for the same.

Resolution Ratifying PowerDMS Software.DOCX
Exhibit A - PowerDMS .pdf

11.I. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2025-002 TO DAVID MANCINI & SONS, INC. (DMSI) FOR THE VILLAGE'S NORTH BAY ISLAND (NBI) PHASE 1 STORMWATER IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $11,623,151; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission authorize the Village Manager to negotiate and enter a Construction Agreement with David Mancini & Sons for the North Bay Island Phase 1 Stormwater Improvement Project for a contract amount of $11,623,151.00.

Resolution Awarding ITB 2025-002 NBI Phase I Stormwater Improvements - David Mancini.DOCX
RFP Phase-1 Stormwater Improvement Project.pdf

Notice of Intent to Award- 10.21.25.pdf
DMSI Required Proposal Documents (2).pdf

11.J. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROPOSAL FROM CHIN DIESEL, INC. FOR SOIL REMOVAL SERVICES IN AN AMOUNT NOT TO EXCEED $421,150; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve a proposal from Chin Diesel for the final phase of contaminated soil disposal services at the Village Community Center site in an amount not to exceed $421,150.00.

Resolution-Chin Diesel Soil Removal Services-Final.DOCX
Exhibit A-Chin Diesel Quote.pdf
Soil Management Plan.pdf

11.K. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RESCINDING RESOLUTION NO. 2025-080; FINDING THAT ACQUISITION, THROUGH NEGOTIATED CONVEYANCE, OR THE USE OF EMINENT DOMAIN OF PRIVATE PROPERTY DESIGNATED AS PARCEL 1 (PERMANENT EASEMENT) DESCRIBED IN EXHIBIT "A" AND LOCATED AT 1356 BAY TERRACE, SERVES A PUBLIC PURPOSE AND IS NECESSARY FOR CONSTRUCTION OF STORMWATER PUMP STATION IMPROVEMENTS ON NORTH BAY ISLAND; AUTHORIZING THE VILLAGE ATTORNEY AND OTHERS ACTING ON THEIR BEHALF TO INITIATE EMINENT DOMAIN PROCEEDINGS, IF NEEDED; AUTHORIZING THE VILLAGE MANAGER, VILLAGE ATTORNEY, AND OFFICIALS ACTING ON THEIR BEHALF TO RETAIN EXPERT WITNESSES AND CONSULTANTS, AND TO TAKE ALL FURTHER ACTIONS THAT ARE REASONABLY REQUIRED TO ACQUIRE THE PRIVATE PROPERTY DESCRIBED IN EXHIBIT "A" AND IMPLEMENT THE PURPOSES OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission authorize the Village Manager, in coordination with the Village Attorney, to either obtain a negotiated conveyance (i.e., an easement) or take legal action to obtain a drainage easement on private property, as part of the improvements for the proposed drainage pump on North Bay Island.

Resolution Acquisition Easement 1356 Bay Terrace.DOCX
Exhibit A-Legal and Sketch.pdf

12. First Reading of Ordinances

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 crossexamination. 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.

12.A. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 "SPECIFIC TO TRANSECT ZONES – KENNEDY BOULEVARD DISTRICT (KBD)" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE TO PROVIDE FOR EXTENSIONS OF APPROVALS OF TEMPORARY STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

The Planning & Zoning Board on November 5th, 2025, voted to recommend approval of the request to amend Section 15.3 "Specific to Transect Zones, Kennedy Boulevard District (KBD)" of the Unified Land Development Code as presented.

Ordinance -Temporary Structure- Food Trucks.DOCX

12.B. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE BY CREATING A NEW DIVISION 4, "REASONABLE ACCOMMODATION PROCEDURES" AND A NEW SECTION 4.25, TO ESTABLISH PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE ATTORNEY HAYDEE SERA

It is recommended that the Village Commission approve the proposed Ordinance on first reading.

Ordinance Certified Recovery Residences-First Reading.DOCX
Exhibit A-Ordinance Certified Recovery Residences-Text Amendment.DOCX

13. 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.

14. Discussion/Action Items

A. Unfinished Business
B. New Business

14.A. Discussion on Establishing a Youth Advisory Board - Sponsored by Doris Acosta

14.B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE 2026 COMMISSION MEETING SCHEDULE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE CLERK, ALBA L. CHANG

It is recommended that the Village Commission adopt the proposed resolution establishing the proposed 2026 Commission meeting calendar.

Resolution - Approving 2026 Meeting Schedule.docx
Proposed 2026 Meeting Schedule.pdf

14.C. Discussion Regarding the Palm Tree Club - Sponsored by Vice Mayor Cuk

15. Adjournment

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

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ITEM NO. 3.A

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Presentation of a Proclamation Epilepsy

RECOMMENDATION

BACKGROUND AND ANALYSIS

The Mayor and Commission wish to recognize November as "Epilepsy Awareness Month" in a show of support to all impacted by the condition.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 3.B

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Rachel Streitfeld

SUBJECT: Presentation of an Annual Contribution to Treasure Island Elementary School for the Faculty Interventionist

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RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Fund Name: Parks & Recreations
GL Line-Item Number: 001-72-572-3153
Total Budget Allocated: $13,000.00

Encumbered Amount: $0.00

Requested Amount: $13,000.00
Remaining Balance: $0.00

PERSONNEL IMPACT

None

ITEM NO. 3.C

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Presentation on the Village's Real Estate Development Incentives / Fee Schedule

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RECOMMENDATION

BACKGROUND AND ANALYSIS

On July 15, 2025, the Village Commission passed a Resolution approving an agreement with Miami Economic Associates to evaluate the potential real estate development incentives and their value..

The firm now submits its final report along with recommendations regarding real estate development incentives for the Village.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

Community Development Fees Report.pdf

Miami Economic Associates, Inc.

Proposed Integration of Community Benefit Formula into North Bay Village Development Code

Pursuant to its professional service agreement with North Bay Village dated August 27, 2025, Miami Economic Associates, Inc. (MEAI), in conjunction with The Curtis Group (TCG), performed an analysis to create a formulaic public benefit requirement for bonus square footage designed to ensure that developers seeking bonus square footage contribute to the Village proportionally to the financial uplift they receive from that additional square footage. Bonus requests may involve additional density (dwelling units) and/or height rather than just intensity (floor area), particularly in situations where the underlying floor area permits adequate intensity but does not allow sufficient unit yield or verticality.

Underlying our analysis is the proposition, subscribed to both MEAI and TCG, that a developer's development rights with to property owned are a function of the size of the property and the land use designation and zoning applicable to that property. When a developer seeks density and/or height greater than that possessed by right, that request is basically seeking permission to develop the air rights above the owned property, which are a community asset for which the Village should be compensated at a level equivalent to the land value per square foot of building of the existing or base zoning rights.

Formula Description

The formula is:

Community Benefit Fee = (Bonus Square Footage) x (Land Value ÷ Base Zoning Allowance Square Footage)

In this formula:

- Bonus Square Footage = Total square footage exceeding the Base Zoning Allowance
- Land Value = Value of the site proposed for development as verified by: 1) a recorded arm's length transaction within 24 months of the application of Bonus Square Footage; or 2) a purchase and sale agreement executed with 24 months of the date the application for Bonus Square Footage; or 3) by an appraisal performed within 6 months of the date of the application square footage.[1]
- Base Zoning Allowance = the maximum square footage allowed by right according to code

Example Calculation

Assume:
Land Value: $25,000,000
Base Zoning Allowance: 200,000 GSF
Bonus Square Footage: 50,000 GSF

Then:
Land Value per Base Zoning Allowance Square Foot: $25,000,000 ÷ 200,000 GSF = $125 GSF
Community Benefit Fee: 50,000 GSF x $125/GSF = $6,250,000

[1] The developer requesting bonus square footage can, at its option, decide to submit an appraisal to the Village for review; however, the Village should have the option to seek a different opinion of value from appraiser of its choosing with cost of such appraisal being borne by the Applicant.

6861 S.W. 89th Terrace Miami, Florida 33156
Tel: (305) 669-0229 Fax: (866) 496-6107 Email: meaink@bellsouth.net

Recommended Code Integration

The following language should be added ULDC Sec. 5.8 or Article 15:

Section X: Value-Based Bonus Contribution

1. Applicability: This section applies to any development project requesting bonus floor area, height or density through an adopted zoning incentive program.

2. Calculation Method:
   Community Benefit Fee = (Bonus Square Footage) x (Land Value ÷ By Right Building Square Footage)

3. Land Value Determination:
   - An actual purchase price (if acquired with 24 months of the application date in an arm's length transaction); or
   - A purchase and sale agreement (if executed within 24 months of the application date): or
   - A certified appraisal (performed within 6 months of the application date). The Village may commission a second appraisal, paid for by the Applicant, to confirm value.

4. Timing of Payment:
   - 25% due prior to site plan approval
   - 75% due prior to first building permit

5. Use of Funds:
   - Deposited in the Public Benefit Trust Fund
   - Allocated to resiliency, mobility, civic space or affordable housing.

Benefits
- Developer contributions reflect real estate value.
- Transparent and formulaic.
- Flexible across projects of varying scale.

Considerations
- Requires reliable land value data.
- May require appraisal dispute resolution.
- Codification of the proposed formula is not intended to preclude the Village from negotiating a bonus contribution with a developer but would serve to provide the Village with a rational and transparent basis for its opening position in such a negotiation.

Next Steps
- Decide whether to apply village-wide or in specific zoning district (e.g., T6-30, T6-36)
- Coordination with Village attorney and planner to ensure consistency with comp plan and Florida Statutes.
- Include a worksheet or illustrative table in the code for clarity.

ITEM NO. 3.D

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY: NONE

SUBJECT: Recognition of Police Officer of the Quarter

RECOMMENDATION

* Lieutenant Norlan Benitez and Lieutenant Manuel Casais as Officers of the Quarter for April-June 2025.

* Sergeant Ethan Cherasia and Officer Francisco Landrian as Officers of the Quarter for July-September 2025.

BACKGROUND AND ANALYSIS

The North Bay Village Police Department has an Officer of the Quarter Award program as part of our continued commitment to recognize the outstanding service delivered by our excellent team of law enforcement professionals. This award recognizes our top performers each quarter. As such, the Police Department has reviewed the nominations submitted and, has selected Lieutenant Norlan Benitez and Lieutenant Manuel Casais as the recipients of the Officer of the Quarter for April-June 2025 and Sergeant Ethan Cherasia and Officer Francisco Landrian as the recipients of the Officer of the Quarter for July-September 2025.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONENONE

PERSONNEL IMPACT

NONE

ATTACHMENTS

Officer of the Quarter April-June 2025 Benitez-Casais.pdf
Officer of the Quarter July-September 2025 Cherasia-Landrian.pdf

NORTH BAY VILLAGE POLICE DEPARTMENT

COMMENDATION

Date of Occurrence: 11/18/2025

Submitted By: Chief Carlos Noriega

Employee Name(s): Lt. Benitez/Lt. Casais

Department/Unit/Division: Police Department/ Patrol/Prof. Standards

Award/Commendation Type and Recommendations (check boxes):

- ☐ Commendation
- ☑ Officer of the Quarter
- ☐ Officer of the Year
- ☐ Civilian of the Quarter
- ☐ Civilian of the Year

Narrative:

Lt. Manuel Casais – In addition to his many duties and responsibilities as the Agency's Accreditation Manager, Lieutenant Casias has been leading our Training Team with cutting edge and best practices training for the members of our Police Department. During the period in question, Lieutenant Casais was instrumental to our annual mandatory firearms qualifications training, which incorporated progressive techniques and challenging scenarios during the two-day event, and he also prepared the Agency's annual mass casualty/active shooter training at TIES with another two-day event. Lieutenant Casais has also incorporated many elements of our Field Training Program into the Training Unit's scope of responsibility to prepare our new members with as many KSAs as possible to succeed and meet the expectations of a North Bay Village Police Officer. Lieutenant Manny Casais demonstrates leadership from the front and by example.

Lt. Norlan Benitez – Lieutenant Benitez has proven that he possesses the ability to multi-task with extremely challenging responsibilities beyond his primary assignment as Patrol Commander. During the period in question, he assumed the role as the Lieutenant for the Field Training Program and applied innovative techniques to efficiently and effectively develop a significant number of new NBVPD Officers. Due to his efforts in this area, both the FTO's and new Officers are performing at a higher level…certainly within the program.. As he has done throughout his career, Lieutenant Benitez has continued to raise the bar of performance

Submitted by: CARLOS NORIEGA/C — Print/Sign — **Date** 10/27/25

Submitter's Supervisor: _____ Print/Sign — **Date** _____

Lieutenant: _____ Print/Sign — **Date** _____

Deputy Chief: _____ Print/Sign — **Date** _____

Chief of Police: _____ Print/Sign — **Date** _____

Revised 10-18-2025

Narrative Continued:

for the Agency's award-winning Traffic Team. As a result, the members of the Traffic Team again produced record outcomes with their independent and collective efforts. As a finalist for the state traffic awards, the NBVPD Traffic Team again placed second for Agencies in our specific category. Lieutenant Benitez has all but guaranteed that we will win first place next year.

NORTH BAY VILLAGE POLICE DEPARTMENT

COMMENDATION

Date of Occurrence: 11/18/2025

Submitted By: Chief Carlos Noriega

Employee Name(s): Sgt. Cherasia/Ofc.Landrian

Department/Unit/Division: Police Department/ Patrol

Award/Commendation Type and Recommendations (check boxes):

- ☐ Commendation
- ☑ Officer of the Quarter
- ☐ Officer of the Year
- ☐ Civilian of the Quarter
- ☐ Civilian of the Year

Narrative:

Sgt. Ethan Cherasia and Officer Francisco Landrian – Sergeant Ethan Cherasia and Officer Francisco Landrian were selected as the Officers of the quarter for the period in question because of their exceptional performance in two separate and distinct life-saving incidents that occurred in July 2025. The first incident involved CPR and resuscitation efforts with a cardiac arrest scenario and the second incident involved the rescue of a woman in distress, who had jumped into the bay and was suicidal. In both cases, Sergeant Cherasia and Officer Landrian where successful in saving the lives of two North Bay Village residents. Their professionalism, courage, dedication, and commitment to duty saved two lives – both in high pressure, and highly dynamic environments. For their heroic efforts, they were both selected for the Prestigious MDCACP Officer of the Month Award. These law enforcement professionals exemplify our Oath of Office to, "…faithfully serve and protect to the best of my ability, all individuals I may encounter." Delivering exceptional service with decisiveness, compassion and honor. for the MDCACP's prestigious Officer of the Month Award.

Submitted by: CARLOS NORIEGA / _____ **Date** 10/22/25
Print/Sign

Submitter's Supervisor: _____ **Date** _____
Print/Sign

Lieutenant: _____ **Date** _____
Print/Sign

Deputy Chief: _____ **Date** _____
Print/Sign

Chief of Police: _____ **Date** _____
Print/Sign

Revised 10-18-2025

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Approval of the Following Meeting Minutes - Village Clerk, Alba L. Chang

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RECOMMENDATION

BACKGROUND AND ANALYSIS

The Village Commission held meetings, and Minutes are being provided for the Commission's consideration and approval for the following Meetings:

* September 26, 2025 - Special Commission Meeting
* September 29, 2025 - Final Budget Hearing
* September 29, 2025 - Second Regular Commission Meeting

It is recommended that the Village Commission approve the meeting minutes, as presented.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

09.26.2025 Special Mtg. Draft.pdf
09.29.2025 Final Budget Hearing.pdf
09.29.2025 Second C. Mtg.pdf

NORTH BAY VILLAGE
SPECIAL VILLAGE COMMISSION MEETING MINUTES
SEPTEMBER 26, 2025 | 2:00 PM
1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141
MEETING ID: 859 7576 5245

ROLL CALL

1. Opening Items

A. *Call to Order:* *Mayor Streitfeld called the meeting to order at 2:01 p.m.*

B. *Roll Call:* *Present were the following individuals:*

- *Mayor Rachel Streitfeld*
- *Vice Mayor Goran Cuk, via ZOOM*
- *Commissioner Doris Acosta*
- *Commissioner Richard Chervony*
- *Commissioner Andrew Rotondaro, via ZOOM*

C. *Pledge of Allegiance*

The Pledge of Allegiance was recited.

2. Discussion/Action Items

2.A Discussion on the Proposed Budget for the 2025/2025 Fiscal Year - Village Manager Frank Rollason

Village Manager Frank Rollason requested feedback and direction from the Village Commission regarding the proposed Fiscal Year 2025/2026 Budget. He explained that Village Administration has been diligently working to prepare a responsible budget and to serve as careful stewards of public funds. During the budget process, it was identified that certain monies that should have been designated for restricted funds were instead placed in the General Fund, and a significant portion of those funds have since been expended.

Mayor Streitfeld added that new procedures have been implemented to establish multiple layers of oversight and, most importantly, to engage a financial consultant to review and assess the situation.

Village Manager Rollason requested direction from the Commission on how to proceed with the reallocation of restricted funds that are currently held in the General Fund. His second request was for guidance on how to move forward with the Second and Final Budget Hearing once those funds have been properly reallocated.

Mayor Streitfeld expressed gratitude to FOP President Cesar Costa and the entire Police Department team for their continued dedication and service to the Village.

Village Manager Rollason clarified that there is no evidence of taxpayer funds being misspent; rather, the issue lies in the improper allocation of those funds. All expenditures were made for Village-related projects, such as the environmental cleanup at the Galleon Street site and associated consulting costs with firms including Kimley-Horn & Associates and Chin-More.

He further noted that all Village departments underwent multiple rounds of budget reductions. However, the Village has now reached a point where any additional cuts would likely require staff reductions.

He presented the latest draft of reductions and savings:

- Eliminate 2 probationary Police Officers
- Eliminate the marina patrol PT position
- Eliminate 1 communications operator
- 1 of the Assistant Chief Position to be funded from fleet services
- Fund Police Equipment, Overtime, and Training from Forfeiture funds.
- Eliminate the combined position of legislative aid / Admin. Assist. To the Manager
- Eliminate the IT Specialist position
- Eliminate the HR Payroll Clerk position
- Remove COLA & Merit for all employees
- Remove cash outs

There was a Commission consensus to move the funds out of the General Funds to the appropriate restrictive fund and to identify financial equivalency, to prevent any reduction in personnel.

Commissioner Chervony requested to remove all his travel and event budgets.

ACTION: Mayor Streitfeld made a motion to:
1. Examine the General Fund to identify funds that need to be moved to their appropriate funds.
2. Identify a financial equivalent so personnel are not impacted/ cut.

Vice Mayor Cuk seconded the motion, and it passed by unanimous voice vote.

DRAFT

3. Public Comments - None

4. Adjournment

There being no further business to discuss, Mayor Streitfeld adjourned the meeting at 3:13 p.m.

Accepted this 18th day of November 2025.

_____
Rachel Streitfeld, Mayor

Respectfully submitted,

_____
Alba L. Chang, CMC
Village Clerk

DRAFT

NORTH BAY VILLAGE
FINAL PUBLIC BUDGET HEARING MINUTES
SEPTEMBER 29, 2025 | 6:00 PM
1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141
MEETING ID: 838 3032 1896

ROLL CALL

1. OPENING ITEMS

A. Call to Order

***Call to Order*:** Mayor Streitfeld called the meeting to order at approximately 6:01 p.m.
***Roll Call*:** Present were the following Commission Members –

- Mayor Rachel Streitfeld
- Vice Mayor Goran Cuk
- Commissioner Doris Acosta
- Commissioner Richard Chervony
- Commissioner Andrew Rotondaro

Pledge of Allegiance

- The *Pledge of Allegiance* was recited.

2. NEW BUSINESS

Village Clerk Alba Chang read the title of the Resolutions for items 2A and 2B into the record.

Village Manager Frank Rollason then delivered a PowerPoint presentation outlining the proposed Fiscal Year 2025/2026 Budget. He detailed the budget reductions made since the September 26th Special Commission Meeting, which resulted in significant savings, including:

- Removal of Merit and COLA increases for all General Fund and Police Department sworn personnel.
- Reduction of the Village Manager's salary.
- Elimination of the following positions: Legislative Aide/Manager Assistant, IT Specialist, and HR Payroll Clerk.
- Voluntary budget contributions from the Village Commission.
- Elimination of emergency cash-outs and longevity pay.
- Increased utility cost allocations.
- Breakdown of departmental budget reductions.
- A proposed total expenditure of $12,403,872 following the September 26th adjustments.

Mayor Streitfeld asked to pause the Final Budget Hearing at 6:31 p.m.

The Village Commission reconvened the Budget Hearing at 7:37 p.m.

There was general discussion on the following matters:

- Suggestion for an audit of utility fees.
- Options for parking enforcement
- Explore State grants and update on the 2024/2025 grant status
- Review the standard rate for lien search fees
- Review interest rates for revenue
- Request to add a Discussion item on the sale of TDR's at the October Commission Meeting.
- Request to add a Discussion item on the Tula Residences status.

Village Manager Rollason stated that the line item for meeting snacks/food was reduced. Vice Mayor Cuk suggested using local businesses.

Communications

- Reduce public relations from $45,000 to $35,000

Park and Recreation Department

- Reduce the State of Village / Village Hall Groundbreaking from $20,000 to $10,000.
- Reduce the cost of each event (Winter Holiday, Spring Fling, 4th July, and Halloween) from $15,000 to $9,000.

DRAFT

2.A A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, ESTABLISHING AND ADOPTING THE FINAL MILLAGE RATE FOR FISCAL YEAR 2025-2026 IN THE AMOUNT OF 5.7062 MILLS, WHICH IS 13.12% HIGHER THAN THE ROLL-BACK RATE OF 5.0445 MILLS, TO BALANCE THE GENERAL FUND; ESTABLISHING THE DEBT SERVICE MILLAGE RATE IN THE AMOUNT OF 1.1666 MILLS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

ACTION: Mayor Streitfeld made a motion to adopt the final millage rate for fiscal year 2025/2026. Vice Mayor Cuk seconded the motion.

Upon Roll call vote, the motion passed 5-0, with Mayor Streitfeld, Vice Mayor Cuk, Commissioner Acosta, Commissioner Chervony, and Commissioner Daro voting for.

2.B **A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ADOPTING THE FINAL GENERAL FUND AND CAPITAL OUTLAY BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING THE EXPENDITURE OF FUNDS APPROPRIATED IN THE BUDGET; ACKNOWLEDGING THE LEVY AND COLLECTION OF TAXES ON REAL AND PERSONAL PROPERTY AND OTHER REVENUES NECESSARY TO MEET THE EXPENDITURES PROVIDED IN THE BUDGET; PROVIDING FOR TRANSMITTAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. VILLAGE MANAGER, FRANK ROLLASON**

DRAFT

ACTION: Commissioner Chervony made a motion to adopt the 2025/2026 Budget. Commissioner Acosta seconded the motion.

Upon Roll call vote, the motion passed 5-0, with Commissioner Chervony, Commissioner Acosta, Commissioner Daro, Vice Mayor Cuk, and Mayor Streitfeld voting for.

Commissioner Chervony expressed his support for reinstating COLA and merit increases once the Village begins to receive additional development revenues.

There being no further business to discuss, Mayor Streitfeld adjourned the meeting at 10:13 p.m.

Accepted this 18th day of November 2025.

_____
Rachel Streitfeld, Mayor

Respectfully submitted,

_____
Alba L. Chang, CMC
Village Clerk

NORTH BAY VILLAGE
2ND REGULAR VILLAGE COMMISSION MINUTES
SEPTEMBER 29, 2025 | 6:30 PM
1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141
MEETING ID: 899 0803 8805

ROLL CALL

DRAFT

A. ***Call to Order*****:** Mayor Streitfeld called the meeting to order at approximately 6:40 p.m.
B. ***Roll Call*****:** Present were the following Commission Members –

- Mayor Rachel Streitfeld
- Vice Mayor Goran Cuk
- Commissioner Doris Acosta
- Commissioner Richard Chervony
- Commissioner Andrew Rotondaro

C. ***Pledge of Allegiance***

- The *Pledge of Allegiance* was recited.

B. Invocation

Mayor Streitfeld asked everyone in attendance to observe a moment of silence to commemorate the individuals who lost their lives on October 7th in the attack on Israel by Hammas.

2. Order of Business
3. Presentations

A. Proclamations and Awards

B. Special Presentations to Commission

4. Approval of Commission Minutes - None
5. Open Forum - None
6. Advisory Board Minutes/Written Reports - None
7. Village Commission's Report - None
8. Village Attorney's Report - None
10. Village Manager's Report – None
11. Village Clerk's Report

12. First Reading of Ordinances *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.*

13. 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.*

DRAFT

13.A AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING "APPENDIX A, SUNBEAM NBV SPECIAL AREA PLAN" OF THE UNIFIED LAND DEVELOPMENT CODE TO ADDRESS WORKFORCE HOUSING REQUIREMENTS AMONG OTHER PROVISIONS, APPLICABLE TO PROPERTIES ZONED "SUNBEAM SPECIAL AREA PLAN"; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE. SPONSORED BY VICE MAYOR GORAN CUK AND CO-SPONSORED BY MAYOR RACHEL STREITFELD

Staff finds that the proposed text amendments to "Appendix A – Sunbeam NBV Special Area Plan" comply with the applicable criteria outlined in Section 4.19 of the ULDC, as amended by Ordinance 2025-003. Staff has no technical objection to the proposed amendments and recommends **approval** of the application request.

The Planning and Zoning Board on September 3 rd, 2025, voted to recommend approval of the request to amend "Appendix A, Sunbeam NBV Special Area Plan" of the Unified Land Development Code as presented with the following recommended modification:

- Recommendation of construction hours to be amended to 7:30 a.m. - 6:00 p.m. during the summer.

The Planning and Zoning Board also made a separate motion and voted to recommend that Sunbeam engage with the Village to explore options to activate the north lots on the causeway for public use.

Mayor Rachel Streitfeld introduced the item and stated she will co-sponsor agenda items 13A and 13B. She read the ordinance and resolution title into the record.

Attorney Liliana Kozlowski, of Shubin Law Group, representing the applicant, came forward to stated that a comprehensive presentation was given during the last meeting and would waive the presentation unless there were any questions or comments from the Village Commission. She introduced a minor language modification to Section A.9D of Appendix A of the ordinance, pertaining to construction hours. She proposed adding language to Section D stating that contractors should "use commercially reasonable efforts to notify the Village for concrete pours."

Village Attorney Tony Recio did not have an objection to the proposed language and the Commission agreed to the text.

At this time, Mayor Streitfeld opened the floor to Public Comment, there being none, public comment was closed.

ACTION: Vice Mayor Cuk made a motion to approve the Ordinance on second reading. Commissioner Chervony seconded the motion.

Upon roll call vote, the motion passed 5 – 0 with Vice Mayor Cuk, Commissioner Chervony, Commissioner Acosta, Commissioner Rotondaro, and Mayor Streitfeld voting for.

13.B **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT, PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, TO REPLACE THE PREVIOUSLY APPROVED SUNBEAM DEVELOPMENT AGREEMENT GOVERNING THE DEVELOPMENT OF A MIXED-USE PROJECT CONSISTING OF RESIDENTIAL, OFFICE, COMMERCIAL, HOTEL/LODGING, AND CIVIC USES ON CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBERS 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, AND 23-3209-010-0270, LEGALLY DESCRIBED IN EXHIBIT "A" TO THE PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE. - SPONSORED BY VICE MAYOR GORAN CUK AND CO-SPONSORED BY MAYOR RACHEL STREITFELD**

ACTION: Vice Mayor Cuk made a motion to approve the Ordinance on second reading. Commissioner Chervony seconded the motion.

Upon roll call vote, the motion passed 5 – 0 with Vice Mayor Cuk, Commissioner Chervony, Commissioner Acosta, Commissioner Rotondaro, and Mayor Streitfeld voting for.

Mayor Streitfeld urged the Village Manager and staff to proceed as quickly as possible with the construction of the park , the property to be conveyed to the Village by the Sunbeam developer. She emphasized her goal of having the park ready for the January soccer season.

DRAFT

Public Works Director Steven Buckland addressed the Village Commission, noting that he had initiated discussions with a potential vendor. During those discussions, the vendor estimated a minimum three-month timeline for project completion; however, that estimate did not account for potential delays related to DERM approval.

14. Discussion/Action Items

A. Unfinished Business
B. New Business

14. An Advisory Board Appointment - Village Clerk, Alba L. Chang

A brief discussion was held regarding residents' applications for the Financial Advisory Board.

Commissioner Acosta expressed support for appointing Lars Schoett and Sidharth Mehta to the vacant positions on the Board. She expressed that she had not had the best experience with her Condominium Board President (Ms. Avalo) so she would not recommend her to be appointed.

Commissioner Chervony voiced support for appointing Mr. Schoett and Ms. Avalo.

Vice Mayor Cuk stated he would support the residents recommended by Commissioner Chervony, as he serves as the Board Liaison.

ACTION: Commissioner Chervony made a motion to appoint the following residents to the Financial Advisory Board:

- Lars Valentin Schoett
- Elizabeth K. Avalo

Vice Mayor Cuk seconded the motion.

Upon roll call vote, the motion passed 5-0, with Commissioner Chervony, Vice Mayor Cuk and Mayor Streitfeld voting for. Commissioner Acosta and Commissioner Rotondaro voted against.

12. Consent Agenda

A. Staff Items
B. Proclamations/Award/Village Key Requests

11.A A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

DRAFT

Village Manager Frank Rollason introduced the proposed Resolution as a new agenda item. She asked for the Village Commission to consider amending the budget to make necessary adjustments as the Village starts the new Fiscal Year.

Gerri Lazari of TriMerge Consulting Group came forward to address the Commission. She provided a brief overview of the proposed budget amendment, explaining that it was necessary to adjust certain financial transactions, some of which relate to prior years, to correct fund balances. The amendment would authorize the transfer of money from the General Fund to the appropriate funds.

A detailed discussion followed among the Village Commission regarding the proposed transfer, the possibility of conducting a forensic audit, recent employee cash-outs upon departure, unplanned expenses, and the development of future financial policies.

ACTION: Commissioner Chervony made a motion to approve the resolution amending the 2024/2025 Fiscal Year Budget. Vice Mayor Cuk seconded the motion.

Upon roll call vote, the motion passed 5 – 0 with Commissioner Chervony, Vice Mayor Cuk, Commissioner Acosta, Commissioner Rotondaro, and Mayor Streitfeld voting for.

15. Adjournment

There being no further business to discuss, Mayor Streitfeld adjourned the meeting at 7:25 p.m.

Accepted this 18th day of November 2025.

_____
Rachel Streitfeld, Mayor

Respectfully submitted,

_____
Alba L. Chang, CMC
Village Clerk

DRAFT

ITEM NO. 6.A

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Animal Welfare Board - Vice Chair Rosaura Lopez

RECOMMENDATION

BACKGROUND AND ANALYSIS

Vice Chair Rosaura Lopez of the Animal Welfare Board will present a brief report to the Village Commission on the Board's activities.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: Report on the Acquisition of the New Public Works Building

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RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TBD

PERSONNEL IMPACT
None

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: Status Report on the Village's Grants

RECOMMENDATION

BACKGROUND AND ANALYSIS

Ms. Lakeesha Morris-Moreau of BellTower Consulting Group will present a detail report on the Village's grants

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 9.C

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY: NONE

SUBJECT: Traffic Enforcement Report (October 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONENONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (October 2025).pdf

North Bay Village Police Department
Memorandum

Date: October 31, 2025

To: Assistant Chief, R. Jenkins

From: Lieutenant, Norlan Benitez

Subject: Monthly Traffic Enforcement Report for October 1 to October 31, 2025

The following is the Monthly After-Action Report for the Department's continuing traffic educational/enforcement initiative. The information contained herein details the activity for the month of October 2025. The purpose of our traffic safety campaign is to enhance traffic safety in our community and mitigate violations of traffic laws through the apprehension and citation of drivers, public education, and raise awareness of the dangers of aggressive driving, speeding, red-light running, seat belt compliance, bike/pedestrian safety, impaired driving, distracted driving, and general traffic safety. Our Traffic Enforcement Team will continue to monitor all Village-wide traffic-related issues and conduct strategic enforcement, reporting our continuing progress on a monthly basis.

Traffic Enforcement on Kennedy Causeway:

- 276 – Speeding Citations
- 43– Criminal Citations
- 101–Moving Violation Citations
- 296 – Non-Moving Citations
- 92 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 4 – Criminal Citations
- 45 – Moving Violation Citations
- 42– Non-Moving Citations
- 10 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citation
- 6 – Criminal Citation
- 32– Moving Violation Citations
- 49– Non-Moving Citations
- 8 – Warnings

Traffic Enforcement on North Bay Island:

- 0 – Speeding
- 0 – Criminal Citation
- 0 – Moving Violation Citations
- 0 – Non-Moving Violation Citations
- 0 – Warnings

Traffic Enforcement Totals:

- 894– Citations
- 110–Warnings
- 136– Parking Citations

ITEM NO. 9.D

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Enforcement Report (October 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $5,700.00 in code enforcement fines.

PERSONNEL IMPACT
NONE

ATTACHMENTS
August 2025 CM-Code Report.pdf
September 2025 CM-Code Report.pdf
October 2025 CM-Code Report.pdf

	Code	Statistics	Aug-25	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7904 West Drive #817	Property Maintenance	Warning	8/1/2025				
7920 East Drive	Bulk Trash	Warning	8/4/2025				
7917 West Drive	Bulk Trash	Warning	8/4/2025				
7929 West Drive #1103	SWO	Posted	8/5/2025				
7904 West Drive #917	Property Maintenance	Warning	8/5/2025				
7800 Center Bay Drive	WWP	Citation	8/6/2025	$250.00			
7730 Center Bay Drive	WWP	Citation	8/6/2025	$250.00			
7548 W Treasure Drive	Construction Site Maint/ID	Citation	8/7/2025	$500.00			
7549 W Treasure Drive	Recycling Violation	Warning	8/7/2025				
7516 W Treasure Drive	Construction Site Maint/ID	Citation	8/7/2025	$250.00			
7939 East Drive	Operating/Advertising	Warning	8/7/2025				
1630 S Treasure Drive	Construction Site Maint	Warning	8/7/2025				
7548 W Treasure Drive	SWO	Posted	8/12/2025				
7937 East Drive	Property Maintenance	Warning	8/12/2025				
7509 W Treasure Drive	Noise	Citation	8/12/2025	$250.00			
7544 W Treasure Drive	Construction Site Maint	Warning	8/12/2025				
7548 W Treasure Drive	Construction Site Maint	Warning	8/12/2025				
7516 W Treasure Drive	Construction Site Maint/ID	Citation	8/13/2025		$250.00		
7524 Mutiny Ave	Operating/Advertising	Warning	8/13/2025				
7524 Mutiny Ave	BTR	Warning	8/13/2025				
7528 Buccaneer Ave	Operating/Advertising	Warning	8/13/2025				
7528 Buccaneer Ave	BTR	Warning	8/13/2025				
7920 East Drive	Bulk Trash	Warning	8/13/2025				
8000 West Drive	Bulk Trash	Warning	8/13/2025				
7533 W Treasure Drive	Bulk Trash	Warning	8/14/2025				
7711 Beach View Drive	Landscape	Warning	8/14/2025				
7545 Hispanola Ave	Landscape	Warning	8/14/2025				
7730 Center Bay Drive	WWP	Citation	8/15/2025		$250.00		
1601 Kennedy Cswy	Property Maintenance	Warning	8/14/2025				
7536 Bounty Ave	Operating/Advertising	Citation	8/15/2025	$250.00			
7536 Bounty Ave	BTR	Citation	8/15/2025	$250.00			
7930 East Drive	WWP	Citation	8/15/2025	$250.00			
7420 Beach View Drive	Noise	Warning	8/17/2025				
1666 Kennedy Cswy #102	BTR	Warning	8/18/2025				
7946 East Drive	Bulk Trash	Warning	8/18/2025				
7917 East Drive	Bulk Trash	Warning	8/18/2025				
7937 East Drive	Bulk Trash	Warning	8/18/2025				
7937 East Drive	Trash	Citation	8/18/2025	$200.00			
1455 N Treasure Drive	Noise	Warning	8/18/2025				
7544 Adventure Ave	Bulk Trash	Warning	8/18/2025				
7400 Miami View Drive	Recycling Violation	Warning	8/19/2025				
7421 Center Bay Drive	Recycling Violation	Warning	8/19/2025				
7421 Beach View Drive	Recycling Violation	Warning	8/19/2025				
7401 Beach View Drive	Fence Maintenance	Warning	8/19/2025				
7501 Adventure Ave	Recycling Violation	Warning	8/19/2025				
7513 W Treasure Drive	Recycling Violation	Warning	8/19/2025				
7509 W Treasure Drive	Construction Site Maint	Warning	8/19/2025				
7560 W Treasure Drive	Landscape	Citation	8/19/2025		$200.00		
7801 Center Bay Drive	Landscape	Warning	8/19/2025				
Recycling Project	Treasure Island	Posted	8/20/2025				
Recycling Project	North Bay Island	Posted	8/20/2025				
1750 S Treasure Drive	Building Recertification	Warning	8/20/2025				
7545 E Treasure Drive	Building Recertification	Warning	8/20/2025				
7508 W Treasure Drive	Fence Mesh	Warning	8/21/2025				
7927 East Drive	Trash	Warning	8/21/2025				
7930 East Drive	WWP	Citation	8/21/2025		$250.00		
7421 Center Bay Drive	Recycling Cans	Warning	8/22/2025				
1351 Bay Terrace	Recycling Cans	Warning	8/22/2025				
1353 Bay Terrace	Recycling Cans	Warning	8/22/2025				
1624 Kennedy Cswy	Trash Violation	Warning	8/22/2025				
7401 Miami View Drive	WWP	Citation	8/25/2025		$250.00		
1750 S Treasure Drive	WWP	Citation	8/25/2025	$250.00			
7924 East Drive	Bulk Trash	Warning	8/25/2025				
7516 Bounty Ave	Noise	Warning	8/26/2025				
1750 S Treasure Drive	WWP	Citation	8/26/2025		$250.00		
7512 Buccaneer Ave	Trash	Warning	8/26/2025				
7516 Bounty Ave	Prohibited Sign	Warning	8/27/2025				
7516 Bounty Ave	Construction Site Maint	Warning	8/27/2025				
7521 Bounty Ave	Bulk Trash	Warning	8/27/2025				
7544 W Treasure Drive	Blocking ROW	Warning	8/27/2025				

7711 Center Bay Drive	Bulk Trash	Warning	8/27/2025				
7524 Mutiny Ave	Operating/Advertising	Citation	8/27/2025	$250.00			
7524 Mutiny Ave	BTR	Citation	8/27/2025	$250.00			
7524 Mutiny Ave	Recycling Violation	Warning	8/27/2025				
7900 Harbor Island Drive	Blowers	Warning	8/28/2025				
7528 Buccaneer Ave	Operating/Advertising	Citation	8/28/2025	$250.00			
7528 Buccaneer Ave	BTR	Citation	8/28/2025	$250.00			
7915 East Drive	Bulk Trash	Warning	8/29/2025				
(28) Lien Searches							

Glossary	
Violation Type Abbreviation	**Definition**
WWP	Work Without Permits
ROW	Right-of-Way
BTR	Business Tax Receipt
Operating/Advertising	Operating / Advertising a Short Term Vacation Rental
SWO	Stop Work Order
STVR	Short Term Vacation Rental
MOT	Maintenance of Traffic
Special Magistrate	Fines Collected as a Result of a Special Magistrate Order
Open/Unsecured	Construction Site Open and Unsecured
STRV Strike	Code violation counted when revoking/denying an STVR License

	Code	Statistics	Sep-25	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7927 East Drive	Trash	Warning	9/1/2025				
7929 East Drive	Trash	Warning	9/2/2025				
7915 East Drive	Bulk Trash	Warning	9/2/2025				
1750 S Treasure Drive	Bulk Trash	Warning	9/2/2025				
7917 West Drive	Recycling Violation	Warning	9/2/2025				
1580 Kennedy Cswy	Illicit Discharge	Warning	9/2/2025				
7516 Bounty Ave	Noise	Citation	9/2/2025	$250.00			
7601 Beach View Drive	Landscape	Warning	9/3/2025				
7600 Beach View Drive	Landscape	Warning	9/3/2025				
7920 East Drive	Bulk Trash	Warning	9/3/2025				
7601 Beach View Drive	Bulk Trash	Warning	9/4/2025				
7531 Beach View Drive	Bulk Trash	Warning	9/4/2025				
7509 Adventure Ave	WWP	Citation	9/8/2025	$250.00			
7441 Coquina Drive	WWP	Citation	9/8/2025	$250.00			
7946 East Drive	Special Magistrate	Order	9/8/2025		$8,225.00		
7933 West Drive #PHA	BTR	Warning	9/9/2025				
23-3209-014-0190	Landscape	Warning	9/9/2025				
1872 Kennedy Cswy	Landscape	Warning	9/9/2025				
7720 Miami View Drive	WWP	Citation	9/9/2025		$250.00		
7509 W Treasure Drive	SWO	Posted	9/11/2025				
7516 Bounty Ave	Construction Site Maint/ID	Citation	9/11/2025				
7516 Bounty Ave	SWO	Posted	9/11/2025				
1365 Bay Terrace	Construction Site Maint	Warning	9/11/2025				
1560 S Treasure Drive	Noise	Warning	9/15/2025				
7928 East Drive	Hedges	Warning	9/15/2025				
7518 W Treasure Drive	Blocking ROW	Verbal	9/15/2025				
7920 East Drive	Bulk Trash	Citation	9/15/2025		$200.00		
1345 Kennedy Cswy/ROW	WWP	Citation	9/16/2025	$250.00			
1701 N Treasure Drive	Hedges	Warning	9/17/2025				
1345 Kennedy Cswy/ROW	WWP	Citation	9/17/2025	$250.00			
7516 Cutlass Ave	Landscape	Warning	9/17/2025				
1345 Kennedy Cswy/ROW	WWP	Citation	9/17/2025		$250.00		
1345 Kennedy Cswy/ROW	WWP	Citation	9/17/2025		$250.00		
1872 Kennedy Cswy	Landscape	Citation	9/17/2025	$200.00			
1660 S Treasure Drive	Special Magistrate	Order	9/18/2025		$250.00		
1660 S Treasure Drive	Open/Unsecure	Warning	9/20/2025				
8000 East Drive	Construction Site Maint/ID	Citation	9/22/2025	$500.00			
7552 Buccaneer Ave	Bulk Trash	Warning	9/23/2025				
1666 Kennedy Cswy #102	Sign Violation	Warning	9/25/2025				
1666 Kennedy Cswy #102	BTR	Citation	9/25/2025	$250.00			
7517 Adventure Ave	Pool Violation	Warning	9/25/2025				
7516 Bounty Ave	Noise	Citation	9/25/2025		$250.00		
7516 Bounty Ave	Construction Site Maint/ID	Citation	9/25/2025		$250.00		
8000 East Drive	Construction Site Maint/ID	Warning	9/25/2025				
7927 East Drive	Bulk Trash	Warning	9/25/2025				
1630 S Treasure Drive	Construction Site Maint	Warning	9/25/2025				
7928 West Drive	Hedges	Warning	9/29/2025				
8000 East Drive	Construction Site Maint/ID	Citation	9/29/2025		$500.00		
(15) Lien Searches							
				$2,200.00	$10,425.00		

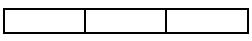
WWP	Work Without Permits
ROW	Right-of-Way
BTR	Business Tax Receipt
Operating/Advertising	Operating / Advertising a Short Term Vacation Rental
SWO	Stop Work Order
STVR	Short Term Vacation Rental
MOT	Maintenance of Traffic
Special Magistrate	Fines Collected as a Result of a Special Magistrate Order
Open/Unsecured	Construction Site Open and Unsecured
STRV Strike	Code violation counted when revoking/denying an STVR License

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7711 Coquina Drive	Bulk Trash	Warning	10/1/2025				
1670 S Treasure Drive	Landscape/Hedges	Warning	10/1/2025				
1819 Kennedy Cswy	BTR	Citation	10/1/2025		$250.00		
7541 W Treasure Drive	Landscape	Warning	10/1/2025				
1819 Kennedy Cswy	WWP	Citation	10/1/2025		$250.00		
1819 Kennedy Cswy	WWP	Citation	10/1/2025		$250.00		
1819 Kennedy Cswy	WWP	Citation	10/1/2025		$250.00		
7701 Coquina Drive	Noise	Citation	10/2/2025	$500.00			
7701 Coquina Drive	Construction Site Maint	Warning	10/2/2025				
7517 Adventure Ave	Property Maintenance	Warning	10/2/2025				
Harbor Island	Recycling Labels	Installed	10/3/2025				
7701 Miami View Drive	Bulk Trash	Warning	10/6/2025				
7701 Coquina Drive	Noise	Citation	10/6/2025	$500.00			
7525 Hispanola Ave	Bulk Trash	Warning	10/7/2025				
7937 East Drive	Recycling Violation	Warning	10/7/2025				
7441 Coquina Drive	WWP	Citation	10/7/2025		$250.00		
7516 Buccaneer Ave	Blocking ROW	Warning	10/7/2025				
7516 Buccaneer Ave	Construction Site Maint	Warning	10/8/2025				
7721 Coquina Drive	Blocking ROW	Warning	10/8/2025				
7721 Coquina Drive	Noise	Warning	10/8/2025				
7941 East Drive	Recycling Violation	Warning	10/8/2025				
7928 West Drive	Hedges	Warning	10/9/2025				
1580 Kennedy Cswy	Property Maintenance	Warning	10/9/2025				
8000 West Drive	Property Maintenance	Warning	10/9/2025				
1735 N Treasure Drive	Illegal Dumping	Removed	10/9/2025				
7701 Coquina Drive	Noise	Citation	10/9/2025		$500.00		
7701 Coquina Drive	Noise	Citation	10/9/2025		$500.00		
1801 S Treasure Drive	Bulk Trash	Warning	10/12/2025				
7600 Beach View Drive	Landscape	Warning	10/12/2025				
7530 Miami View Drive	Landscape	Warning	10/13/2025				
7509 Buccaneer Ave	Construction Site Maint/ID	Citation	10/13/2025	$250.00			
7801 Center Bay Drive	Noise	Warning	10/13/2025				
7509 Buccaneer Ave	Construction Site Maint	Warning	10/14/2025				
7509 W Treasure Drive	Construction Site Maint	Warning	10/14/2025				
7516 W Treasure Drive	Construction Site Maint	Warning	10/14/2025				
7800 Center Bay Drive	WWP	Citation	10/15/2025		$250.00		
1780 Kennedy Cswy #201	Animal Violation	Warning	10/15/2025				
7509 Buccaneer Ave	WWP	Citation	10/16/2025	$250.00			
1801 S Treasure Drive	Bulk Trash	Warning	10/16/2025				
7544 W Treasure Drive	Construction Site Maint	Warning	10/16/2025				
1681 Kennedy Cswy	Sign Violation	Citation	10/16/2025	$250.00			
7536 Bounty Ave	Trash Cans	Warning	10/16/2025				
7920 East Drive	Bulk Trash	Warning	10/16/2025				
1359 Bay Terrace	Bulk Trash	Warning	10/16/2025				
1681 Kennedy Cswy	Sign Violation	Citation	10/17/2025		$250.00		
7917 West Drive	Recycling Violation	Citation	10/17/2025	$250.00			
7917 West Drive	Bulk Trash	Citation	10/17/2025	$200.00			
7920 East Drive	Bulk Trash	Citation	10/17/2025				
7536 Bounty Ave	Operating/Advertising	Citation	10/20/2025		$250.00		
7536 Bounty Ave	BTR	Citation	10/20/2025		$250.00		
1721 S Treasure Drive	WWP	Citation	10/20/2025	$250.00			
7544 W Treasure Drive	Construction Site Maint	Citation	10/20/2025				
1601 N Treasure Drive	Fence Maintenance	Warning	10/21/2025				
7910 West Drive	BTR	Warning	10/21/2025				
1440 Kennedy Cswy #1412	BTR	Warning	10/21/2025				
1440 Kennedy Cswy #1402	BTR	Warning	10/21/2025				
1550 Kennedy Cswy	BTR	Warning	10/21/2025				
7544 W Treasure Drive	Construction Site Maint	Citation	10/21/2025		$250.00		
7800 Beach View Drive	Landscape	Citation	10/22/2025				
1721 N Treasure Drive	WWP	Citation	10/22/2025		$250.00		
1851 Galleon Street	SWO	Posted	10/23/2025				
23-3209-008-1210	Vacant Lot Fee	Warning	10/23/2025		$250.00		
7917 West Drive	Recycling Violation	Citation	10/23/2025		$250.00		
7917 West Drive	Bulk Trash	Citation	10/23/2025		$200.00		
7919 West Drive	Bulk Trash	Warning	10/27/2025				
7509 W Treasure Drive	Construction Site Maint/ID	Citation	10/28/2025	$500.00			
7525 Hispanola Ave	Bulk Trash	Warning	10/28/2025				
1666 Kennedy Cswy	Trash	Warning	10/28/2025				
1666 Kennedy Cswy	Handbills	Removed	10/29/2025				
1365 Bay Terrace	Noise	Citation	10/29/2025				
7830 Beach View Drive	Bulk Trash	Warning	10/29/2025				
7525 E Treasure Drive #105	WWP	Citation	10/29/2025	$250.00			

7525 E Treasure Drive #116	WWP	Citation	10/29/2025	$250.00			
7525 E Treasure Drive #115	WWP	Citation	10/29/2025	$250.00			
7525 E Treasure Drive #105	WWP	Citation	10/29/2025		$250.00		
7525 E Treasure Drive #116	WWP	Citation	10/29/2025		$250.00		
7525 E Treasure Drive #116	WWP	Citation	10/29/2025		$250.00		
7411 Beach View Drive	Bulk Trash	Warning	10/29/2025				
1660 S Treasure Drive	Noise	Citation	10/29/2025	$250.00			
7421 Center Bay Drive	Trash	Warning	10/30/2025				
7721 Coquina Drive	Blocking ROW	Warning	10/30/2025				
1660 S Treasure Drive	Blocking ROW	Warning	10/30/2025				
1630 S Treasure Drive	Construction Site Maint/ID	Citation	10/30/2025		$500.00		
7544 Hispanola Ave	Recycle Cans	Warning	10/30/2025				
7545 Hispanola Ave	Recycle Cans	Warning	10/30/2025				
7552 Hispanola Ave	Recycle Cans	Warning	10/30/2025				
7925 West Drive #1	WWP	Citation	10/31/2025				
7925 West Drive #2	Animal Violation	Warning	10/31/2025				
(14) Lien Searches							
				$3,950.00	$5,700.00		

Glossary

Violation Type Abbreviation	Definition
WWP	Work Without Permits
ROW	Right-of-Way
BTR	Business Tax Receipt
Operating/Advertising	Operating / Advertising a Short Term Vacation Rental
SWO	Stop Work Order
STVR	Short Term Vacation Rental
MOT	Maintenance of Traffic
Special Magistrate	Fines Collected as a Result of a Special Magistrate Order
Open/Unsecured	Construction Site Open and Unsecured
STRV Strike	Code violation counted when revoking/denying an STVR License



ITEM NO. 9.E

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Julie Leonardi, Director of Communications

SPONSORED BY: NONE

SUBJECT: Communications & Special Events Report (October 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Communications & Special Events Report (November 2025)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONENONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
November 2025 CommsEvents Report.pdf

North Bay Village

Communications & Events Monthly Report: November 2025

NORTH BAY VILLAGE
HEART OF THE BAY

NBVPD National Night Out: Successfully relocated and executed signature community event at Dr. Paul Vogel Park for the first time.

NBV 80th Anniversary Celebration: Produced and hosted major milestone celebration at Dr. Paul Vogel Park with exceptional community turnout. Premiered original "Legacy Video" featuring interviews with longtime residents and historians documenting North Bay Village's rich history. This professionally produced documentary now lives permanently on Village social media channels, preserving our community's story for future generations. Event included live dance performances and multi-generational celebration.

Spooktacular: Designed and produced immersive haunted house experience at Dr. Paul Vogel Park. Successfully executed family-friendly Halloween celebration with strong resident participation.

Miami Beach Culture Crawl Partnership: Negotiated and coordinated with Miami Beach officials to secure free trolley service connecting North Bay Village to the monthly Culture Crawl every third Thursday, expanding cultural access for residents.

Mondays with Micky: Organized community forum with Miami-Dade County Commissioner Micky Steinberg in Commission Chambers, providing residents direct access to county leadership.

New Fitness Programming: Launched Friday dance classes at Dr. Paul Vogel Park sponsored by Vice Mayor Cuk, adding to NBV's growing free fitness offerings for residents.

Dinner with the Mayor Returns: Relaunched Mayor Streitfeld's monthly casual dining series beginning November 17, creating intimate setting for resident-leadership dialogue.

NBV Soccer Program: Successfully registered participants for second quarter programming and maintained ongoing program operations.

Basketball Clinic Launch: Developed promotional campaign and began registrations for new youth basketball programming.

CITT Municipal Workshop Representation: Attended and represented North Bay Village at regional municipal planning and coordination sessions.

Stormwater Workshop Outreach: Designed and produced informational flyer distributed with utility bills to maximize resident awareness of critical infrastructure planning session**.**

Give Miami Day Fundraising: Coordinated park improvement fundraising campaign through Give Miami Day platform, engaging community in supporting recreational facility enhancements.

On *Instagram*, our NBV account has **4,900 followers. (Average increased 100/month)**
On *Facebook*, our NBV account has 2,200+ followers.
On *Twitter*, our NBV account has 1,265 followers.
On *LinkedIn*, our NBV account has 60,000 impressions.

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Village Clerk Report for October of 2025

RECOMMENDATION

BACKGROUND AND ANALYSIS

This monthly report is presented to the Village Commission to keep you informed of the activities and responsibilities within the Office of the Village Clerk.

The primary responsibilities of the department include, but are not limited to, Records Management, Administrative processing of agreements, Resolutions and Ordinances, Management and Oversight of the Village Business Tax Receipts, Residents' Board Administration/Support, and the coordination of the General and Special Elections.

Agendas

The Village Clerk is responsible for preparing agendas and postings for all of the Village Commission Meetings, Planning & Zoning Board, Special Magistrate, and all of the Resident Advisory Boards.

Public Notices

The Village Clerk's Office issued a total of 11 Public Meeting Notices for October 2025. These notices include various types of meetings, including Town Hall, Village Commission Meetings, Workshops, Resident Advisory Boards, Special Magistrate Hearings, Sunshine Meetings, and Request for Proposals.

Bid Openings: 1
Complete Streets Improvement Projects / Bus Shelters: October 10, 2025.
Our office received two proposals, which are currently under staff review. We anticipate presenting a recommendation for contract award at the December Commission Meeting.

Execution of Documents

Resolutions	Agreements
9	6

Business Tax Receipt - 2025/2026 Renewals
Total BTR Renewals to date: 246
Pending Renewals: 51

Below is an update of the pending businesses that are under review for a Certificate of Use Approval from Miami-Dade County:
* Pending CU Review / Approval: 6

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
N/A

PERSONNEL IMPACT
None

ATTACHMENTS
PRR October Log.pdf

Last Updated:	11/12/2025 9:46				
Public Records Request Log - OCTOBER					
DATE	**NAME (REQUESTOR)**	**DEPARTMENT**	**REQUESTED INFORMATION**	**COST**	**RESPONSE DATE (BUSINESS DAYS) CLOSED / COMPLETED**
10/2/2025	Julia M. 305-610-1876 juliam25@bellsouth.net	Building Village Clerk	1801 South Treasure Drive: Permits from 2023	N/A	10/6/2025
10/7/2025	Todd Robbins 772-494-1034 todd@fleet-inspections.com	Building Village Clerk	Roof Permits - 1865 79 Street Causeway	N/A	10/7/2025
10/10/2025	Marlene Heller hellermarlene@yahoo.com	Village Clerk	Plans and Surveys for 7945 East Drive from 1991-1992	N/A	
10/13/2025	Carol Grangier cesarole74@yahoo.com	Building Village Clerk	7601 E Treasure Drive - Permits from 2023-PRESENT	N/A	10/16/2025
10/13/2025	Danick Baron - Data Acquisition Specialist / SmartProcure	Finance	Purchasing Records from November 14, 2024, through PRESENT 1. Purchase order number. If purchase orders are not used, a comparable substitute is acceptable, i.e., invoice, encumbrance, or check number 2. Purchase date 3. Line item details (Detailed description of the purchase) 4. Line item quantity 5. Line item price 6. Vendor ID number, name, address, contact person and email address If you would like to let me know what type of financial software you use, I may have report samples that help to determine how, or if, you are able to respond.	N/A	10/13/2025
10/13/2025	Tina Ciechanowski 772-781-3378 tciechanowski@sewallspoint.org	Human Resources	Personnel File: Robert J. Daniels	N/A	10/13/2025
10/14/2025	Agneth Camille 844-997-5254 foia@buildzoom.com	Building	Request a copy of your building permit records from August 01, 2025, to PRESENT: -Permit Number -Applied/Issued Dates -Work Address -Permit Type -Permit Status -Description of the work being done -Contractor and Architect Details -Job Valuations	N/A	10/15/2025
10/14/2025	John Doe mbpublicinfo@proton.me	Building Village Clerk	Grandview Palace - 7601 E Treasure Drive, UNIT 515 All available plans, permits, violation history (code, building, and fire if applicable), and history of renovation for all available units.	N/A	PENDING RESPONSE
10/16/2025	Diego Marin 305-921-9344 diego@oceanconsultingfl.com	Building Village Clerk	Any waterfront historical permits on record. Preferably, any permits related to seawalls, docks, boatlifts, and marine types of permits 1681 Kennedy Causeway	N/A	
10/17/2025	Carlos Diez cddiez@hotmail.com	Building Village Clerk	7921 E Drive, APT 17 - 2013 Laminate Floor Permit	N/A	10/30/2025
10/17/2025	Rory Greenberg	Building Village Clerk	1819 79 Street - Building Card	N/A	
10/17/2025	Jelyah Tavarez / Pasco Sheriff's Office jtavarez@pascosheriff.org	Human Resources	Personnel File: Isabella Pereira	N/A	10/17/2025 10/31/2025

10/21/2025	Dov Bernardo Coiffman, PE SI / American Engineering Design b@coiffman.com	Building Village Clerk	All building plans, approved permits, inspection records, and related documentation for the following property: 1580 Kennedy Causeway •Structural, architectural, electrical, and mechanical plans (as-built or permitted sets) •Any recent plan revisions, submittals, or approvals related to open or closed permits •Inspection reports, violation notices, or compliance correspondence on record	N/A	
10/22/2025	Rhea Mae Lumanog / Deltek Public Records PublicRecords@deltek.com	Finance Village Clerk	Project Name: Financial Auditing Services Bid Number: 2025-003 Due Date: 4/23/2025 Contract Number: Awarded Vendor Name: Awarded Vendor Address: Awarded Vendor Phone: Award Amount: Award Date: Start Date: End Date: Contract Terms: Contract Document:	N/A	10/28/2025
10/24/2025	Joe Balber - Property Key jbalber@propertykey.com	Code Enforcement Village Clerk	NBV - Code Violation Report	N/A	10/30/2025
10/30/2025	Bruno Machado - Project Manager / Nine Engineering Bruno.Machado@9eng.com	Public Works	AS BUILTS: JFK Causeway	N/A	

Last Updated:	11/12/2025 9:46				
Public Records Request Log - OCTOBER NBV PD					
DATE	**NAME (REQUESTOR)**	**DEPARTMENT**	**REQUESTED INFORMATION**	**COST**	**RESPONSE DATE (BUSINESS DAYS) CLOSED / COMPLETED**
10/20/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: ALO1N9E NBV PD Case Number: 202500050432	N/A	9/30/2025
10/2/2025	Sara William - Traffic Secretary / State Attorney	Police	BWC: AKM9O7E NBV PD Case Number: 202500034570	N/A	10/2/2025
10/1/2025	Walter Solomon, MD waltersalomon777@gmail.com	Police	NBV PD Case Number: 2025-000-652-44	N/A	10/2/2025
10/1/2025	Margalit Sabin - Legal Assistant / State Attorney	Police	BWC: ALO24VE NBV PD Case Number: 202500057917	N/A	10/6/2025
10/2/2025	Margalit Sabin - Legal Assistant / State Attorney	Police	BWC: AKM7NBE NBV PD Case Number: 202500009874	N/A	10/6/2025
10/7/2025	Temera Sinclair - Legal Assitant / State Attorney	Police	BWC: B25020932 NBV PD Case Number: 202500063294	N/A	10/7/2025
10/7/2025	Temera Sinclair - Legal Assitant / State Attorney	Police	POLICE REPORT NBV PD Case Number: 202500063294	N/A	10/7/2025
10/9/2025	Tamara Huie - MIAMI DADE STATE ATTORNEY's OFFICE TamaraHuie@Miamisao.com	Police	BWC: A9KUCOE NBV PD Case Number: 202500059648	N/A	10/9/2025
10/7/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: ALO28PE NBV PD Case Number: 202500058781	N/A	10/10/2025

10/10/2025	Joe Sappy 561-329-3324 joesapyy@gmail.com	Police	NBV PD Case Number: 202300038670 WSVN article: "*Woman arrested for battery and defrauding taxi driver in North Bay Village, police say"* [published October 31, 2024]	N/A	10/13/2025
10/10/2025	Melody Thomas - Legal Secretary III / State Attorney	Police	BWC: F25022036 NBV PD Case Number: 202500068997	N/A	10/13/2025
10/13/2025	Victoria Caramay - Legal Assistant II / State Attorney	Police	BWC: ALO0KXE NBV PD Case Number: 202500037906	N/A	10/13/2025
10/22/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM9M7E NBV PD Case Number: 202500034007	N/A	10/22/2025
10/22/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: ALO2L5E NBV PD Case Number: 202500060348	N/A	10/22/2025
10/22/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: ALO2LQE NBV PD Case Number: 202500062974	N/A	10/22/2025
10/17/2025	Tiny Brandon - Misdeameanor Domestic Violence Unit / State Attorney	Police	BWC: M25023241 NBV PD Case Number: 202500071153	N/A	10/22/2025
10/27/2025	Aileen F. Godoy - Legal Assistant / State Attorney	Police	BWC: F25023454 NBV PD Case Number: 202500073983	N/A	10/27/2025
10/24/2025	Daniela Alvarado / State Attorney	Police	BWC: AG8X3YE NBV PD Case Number:	N/A	10/27/2025
10/24/2025	Kamari Dawson - Traffic Divisions / State Attorney	Police	BWC: ALO1IOE NBV PD Case Number: 202500048512	N/A	10/27/2025
10/30/2025	Gary Scott - Traffic Division / State Attorney	Police	BWC: ALO29UE NBV PD Case Number: 202500058949	N/A	10/30/2025
10/30/2025	Miguel Angel Palacios - Legal Assistant / State Attorney	Police	BWC: AKM6XTE NBV PD Case Number: 202500002147	N/A	10/30/2025
10/20/2025	Gary Scott - Traffic Division / State Attorney	Police	BWC: AGS57WE NBV PD Case Number:	N/A	
10/28/2025	Lily Schaben - Investigative Analyst / Orange County Sheriff's Office 321-666-0450 Lily.Schaben@ocsofl.com	Police	NBV PD Case Number: 202500023818	N/A	
10/20/2025	Nicole Munoz - Legal Assistant / State Attorney	Police	BWC: AKM8TEE BWC: AKM8TFE BWC: AKM8TGE BWC: AKM8TDE NBV PD Case Number: 202500024139	N/A	
10/13/2025	Tracey Judge 786-777-8907 tracey_a_judge@hotmail.com	Police	NBV PD Case Number: 2025-65191 NBV PD Case Number: 2023-000-53488	N/A	

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING RESOLUTION NO. 2025-088 ESTABLISHING THE VILLAGE'S 2025-2026 STATE LEGISLATIVE APPROPRIATION REQUESTS TO REFLECT REVISED PROJECT PRIORITIES AND FUNDING AMOUNTS; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission amend the 2025/2026 State Legislative Appropriation Request as presented.

BACKGROUND AND ANALYSIS

The proposed discussion item seeks the Village Commission's input regarding the 2025–2026 legislative priorities and appropriations requests.

While the Legislative Session is scheduled to begin in January 2026, all legislative funding requests must be submitted to the Village's lobbyist by September 30, 2025.

On September 16, 2025, the Village Commission approved a Resolution requesting state appropriations for the following projects. Staff now proposes to amend and update the state appropriations request to include the following revisions:

- Include a 50/50 Village funding match for the Village Outfall Valves Upgrades Phase II Program.
- Request a $750,000 state appropriation to support the construction of the Public Safety Complex.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
N/A

PERSONNEL IMPACT
N/A

ATTACHMENTS
Resolution Amending Legislative Requests 25-26.DOCX

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING RESOLUTION NO. 2025-088 ESTABLISHING THE VILLAGE'S 2025-2026 STATE LEGISLATIVE APPROPRIATION REQUESTS TO REFLECT REVISED PROJECT PRIORITIES AND FUNDING AMOUNTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 16, 2025, the North Bay Village (the "Village") Commission adopted Resolution No. 2025-088 establishing the Village's 2025-2026 state legislative appropriation requests (the "Appropriation Requests"); and

WHEREAS, the Village Commission now desires to amend Resolution No. 2025-088 to update the Appropriation Requests to reflect revised project priorities and funding allocations, as set forth in Exhibit "A" attached hereto; and

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

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Amendment of Resolution No. 2025-088. Resolution No. 2025-088 is hereby amended to replace Exhibit "A" in its entirety with the updated Exhibit "A" attached hereto, which sets forth the revised list of 2025-2026 State Legislative Appropriation Requests.

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

Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andy Rotondaro _____

PASSED AND ADOPTED on this 18th day of November, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT A

NORTH BAY VILLAGE'S 2025-2026 LEGISLATIVE APPROPRIATION REQUESTS

The following appropriations are established as North Bay Village's Legislative Priorities:

1. Include a 50/50 Village funding match for the Village Outfall Valves Upgrades Phase II Program.
2. Request a $750,000 state appropriation to support the construction of the Public Safety Complex.

ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FINAL BUDGET AMENDMENT FOR FISCAL YEAR 2024-2025; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the end-of-the year adjustments resulting in a final budget amendment for the 2024-25 Fiscal Year.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to amend the budget to reflect changes in revenues and expenditures in accordance with proper governmental accounting and financial reporting practices.

Pursuant to Section 35.21(B) of the Village Code of Ordinances, it provides that budgetary transfers and amendments, except for minor amendments, shall be approved by Resolution by the Village Commission.

This budget amendment reallocates Revenue and expenditure Surpluses/Deficits as shown in Exhibit A.

It is recommended that the Village Commission approve the end-of-year adjustments resulting in a final budget amendment.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Fund Name: All Funds
GL Line-Item Number:
Total Budget Allocated: $4,910,158.34

Encumbered Amount: 0
Remaining Balance: $

This final budget amendment is to correct the FY 2025 negatives and close out the Fiscal year.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Amending Budget - 24 25 - Final Adjustments.DOCX
Exhibit A-FY2025 Final Budget Amendment.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FINAL BUDGET AMENDMENT FOR FISCAL YEAR 2024-2025; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 24, 2024, the North Bay Village (the "Village") Commission adopted Resolution No. 2024-089 approving the budget for fiscal year 2024-2025 (the "Budget"); and

WHEREAS, pursuant to Section 166.241, Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year or within 60 days following the end of the fiscal year; and

WHEREAS, the Village finds it necessary to adjust certain budget line items in the Budget in order to reflect changes in revenues and expenditures in accordance with proper governmental accounting and financial reporting practices; and

WHEREAS, pursuant to Section 35.21 of the Village Code of Ordinances and Florida Law, the Village Commission desires to amend the Budget by making end of year adjustments, consistent with the staff memorandum accompanying this resolution by authorizing the line-item transfers as further provided in Exhibit "A" attached hereto and incorporated herein to provide the final amendment for the Budget; and

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

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Amending Budget. That the Village Commission hereby approves the final amendment to the Budget by authorizing the line-item transfers as further provided in Exhibit "A" attached hereto and incorporated herein.

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

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this __ day of November, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

FY 2025 Final Budget Amendment -North Bay Village

General Fund

GL Account	Description	Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Transfer to:	Transfer From:
001-00-315-3151	Communication Service Tax	172,000.00	172,000.00	159,316.19	$ (12,683.81)	12,683.81	
001-00-323-3238	Franchise Fee - Sanitation	1,000.00	1,000.00	555.46	(444.54)	444.54	
001-00-329-3291	Business Registration Fee	2,000.00	2,000.00	1,100.00	(900.00)	900.00	
001-00-329-3292	Foreclosure Registry Fee	12,000.00	12,000.00	9,900.00	(2,100.00)	2,100.00	
001-00-341-3000	Administrative Service Fee-Off-Duty Detail	3,000.00	3,000.00	2,960.00	(40.00)	40.00	
001-00-341-3411	U S Postal Service	18,500.00	18,500.00	18,498.96	(1.04)	1.04	
001-00-351-3511	Court Fines	50,000.00	50,000.00	44,907.31	(5,092.69)	5,092.69	
001-00-351-3513	Police Education	50,000.00	2,000.00	699.62	(1,300.38)	1,300.38	
001-00-361-3611	Interest Earnings	30,000.00	30,000.00	20,203.88	(9,796.12)	9,796.12	
001-00-362-3620	Parking Fees	285,408.40	285,408.40	205,890.40	(79,518.00)	79,518.00	
001-00-369-3692	Reimbursement - Sch Cross Guard	1,000.00	1,000.00	746.60	(253.40)	253.40	
001-00-369-3699	Other Miscellaneous Revenues	61,093.00	61,093.00	31,928.71	(29,164.29)	29,164.29	
001-00-369-3702	Lobbyist Registration Fee	3,000.00	3,000.00	1,800.00	(1,200.00)	1,200.00	
001-00-342-3422	Burglar Alarm Fees	-	-	20.00	20.00		20.00
001-00-324-3246	Impact Fees-Administrative Charge	-	-	678.97	678.97		678.97
001-00-351-3515	Traffic Safety System	-	-	75.00	75.00		75.00
001-00-335-3352	Local 1/2 Cent Sales Tax	603,293.00	603,293.00	743,226.67	139,933.67		141,720.30
	001-General Fund Revenue Sub-Total					**$ 142,494.27**	**$ 142,494.27**

GL Account	Description	Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Transfer to:	Transfer From:
Department: 511 - COMMISSION							
001-11-511-5341	Vice Mayor Travel, Conferences & Meetings	$ 7,000.00	$ 7,000.00	$ 1,366.25	$ 5,633.75		$ 737.50
001-11-511-5466	Community Sponsored Events-Vice Mayor	5,000.00	5,000.00	5,737.50	(737.50)	$ 737.50	
	511-Commission Sub-Total:					**$ 737.50**	**$ 737.50**
Department: 512 - VILLAGE MANAGER							
001-12-512-1200	Regular Salaries	$ 390,507.30	$ 390,507.30	$ 410,576.97	(20,069.67)	$ 20,069.67	
001-12-512-1600	Compensation Personnel	$ 18,579.17	$ 18,579.17	$ 13,749.40	4,829.77		$ 4,829.77
001-12-512-2100	FICA	$ 48,863.63	$ 43,863.63	$ 42,511.08	1,352.55		$ 1,352.55
001-12-512-2200	Retirement Contributions	57,460.00	57,460.00	82,410.89	(24,950.89)	24,950.89	-
001-12-512-2300	Health, Life, Dental	$ 49,578.06	$ 49,578.06	$ 48,956.03	622.03		$ 622.03
001-12-512-3160	Professional Services	$ 36,278.69	$ 36,278.69	$ 33,395.93	2,882.76		$ 2,882.76
001-12-512-4410	Vehicle Lease	$ 7,500.00	$ 7,500.00	$ 9,427.47	(1,927.47)	$ 1,927.47	
001-12-512-5205	Gas & Oil	$ 500.00	$ 500.00	$ 383.54	116.46		$ 116.46
001-12-512-5360	Telephone	$ 1,920.00	$ 1,920.00	$ 1,359.53	560.47		$ 560.47
001-14-513-1200	Regular Salaries	$ 516,499.76	$ 516,499.76	$ 434,575.57	81,924.19		$ 36,583.99
	512- Village Manager Department Sub-Total:					**$ 46,948.03**	**$ 46,948.03**

GL Account	Description	Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Transfer to:	Transfer From:
Department: 513 - VILLAGE CLERK							
001-13-512-1200	Regular Salaries	$ 222,840.00	$ 222,840.00	$ 213,567.22	$ 9,272.78	$ -	$ 9,272.78
001-13-512-1600	Compensated Personnel	$ 1,233.00	$ 1,233.00	$ -	$ 1,233.00	$ -	$ 1,233.00
001-13-512-2100	Fica	17,021.00	17,021.00	18,041.10	(1,020.10)	$ 1,020.10	$ -
001-13-512-2300	Health, Life, Dental	30,072.00	30,072.00	60,965.10	(30,893.10)	$ 30,893.10	$ -
001-13-512-2200	Retirement Contributions	61,420.00	61,420.00	61,605.64	(185.64)	$ 185.64	$ -
001-13-512-3120	Ordinance Codification	4,500.00	4,500.00	-	4,500.00		$ 4,500.00
001-13-512-3403	Election Expense	15,000.00	15,000.00	563.90	14,436.10		$ 14,436.10
001-13-512-5405	Dues, Subscriptions & Memberships	3,975.00	3,975.00	1,088.93	2,886.07		$ 2,656.96
	513-Village Clerk Department Sub-Total:					**$ 32,098.84**	**$ 32,098.84**
Department: 513 - FINANCIAL AND ADMINISTRATIVE							
001-14-513-1400	OverTime	$ 6,500.00	$ 6,500.00	$ 11,124.72	$ (4,624.72)	$ 4,624.72	$ -
001-14-513-2300	Health, Life, Dental	92,666.00	92,666.00	118,308.53	$ (25,642.53)	25,642.53	-
001-14-513-1600	Compensation Personnel	29,864.00	29,864.00	15,786.10	$ 14,077.90		14,077.90
001-14-513-2100	FICA	42,613.00	42,613.00	38,252.43	$ 4,360.57		4,360.57
001-14-513-2200	Retirement Contributions	107,026.00	107,026.00	87,323.47	$ 19,702.53	-	11,828.78
	513-Finance Department Sub-Total					**$ 30,267.25**	**$ 30,267.25**
Department: 514 - LEGAL COUNSEL							
001-15-514-3101	Labor Attorney Negotiations	$ 50,000.00	$ 50,000.00	$ 17,043.65	$ 32,956.35		$ 472.26
001-15-514-5261	Cost Allocation	233,830.00	233,830.00	233,829.96	$ (0.04)	0.04	-
001-15-514-5310	Village Attorney General	247,776.00	247,776.00	248,248.22	(472.22)	472.22	-
	514-Legal Council Sub-Total:					**$ 472.26**	**$ 472.26**
Department: 516 -I Technology							
001-15-514-3102	Attorney-other Issues	$ 210,000.00	$ 210,000.00	$ 65,291.97	$ 144,708.03		$ 65,263.85
001-16-516-1200	Regular Salaries	146,729.88	146,719.88	140,976.17	$ 5,743.71		5,743.71
001-16-516-1600	Compensation Personnel	4,805.00	4,805.00	10,769.60	$ (5,964.60)	5,964.60	
001-16-516-2100	FICA	$ 9,993.00	$ 9,993.00	$ 12,758.94	$ (2,765.94)	$ 2,765.94	
001-16-516-2200	Retirement Contributions	17,785.00	17,785.00	51,976.47	$ (34,191.47)	34,191.47	
001-16-516-4100	Telephone	45,000.00	45,000.00	45,411.39	$ (411.39)	411.39	
001-16-516-2300	Health, Life, Dental	25,172.00	25,172.00	52,846.16	$ (27,674.16)	27,674.16	
	516-Information Technology Sub-Total:					**$ 71,007.56**	**$ 71,007.56**

Department: 519 - OTHER GENERAL GOVERNMENTAL SERVICES

GL Account	Description	Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Transfer to:	Transfer From:
001-15-514-3101	Labor Attorney Negotiations	$ 50,000.00	$ 50,000.00	$ 17,043.65	$ 32,956.35		$ 32,484.09
001-15-514-3102	Attorney-other Issues	$ 210,000.00	$ 210,000.00	$ 65,291.97	$ 144,708.03		$ 79,444.18
001-14-513-1200	Regular Salaries	$ 516,499.76	$ 516,499.76	$ 434,575.57	81,924.19		$ 45,340.29
001-13-512-6410	Office Equipment	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00		5,000.00
001-19-519-1400	Overtime	$ 1,500.00	$ 1,500.00	$ 920.51	$ 579.49		579.49
001-19-519-1570	Clothing Allowance	$ 270.00	$ 270.00	$ -	$ 270.00		270.00
001-19-519-2500	Unemployment Compensation	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00		266.41
001-19-519-1200	Regular Salaries	$ 80,314.00	$ 80,314.00	$ 101,910.32	$ (21,596.32)	21,596.32	
001-19-519-1571	Boot Stipend	$ -	$ -	$ 400.00	$ (400.00)	400.00	
001-19-519-1600	Compensation Personnel	$ 1,137.00	$ 1,137.00	$ 3,311.20	$ (2,174.20)	2,174.20	
001-19-519-2100	FICA	$ 6,120.00	$ 6,120.00	$ 9,472.37	$ (3,352.37)	3,352.37	
001-19-519-2200	Retirement Contributions	$ 10,890.00	10,890.00	14,643.44	(3,753.44)	3,753.44	
001-19-519-2300	Health, Life, Dental	$ 15,732.00	15,732.00	50,816.35	(35,084.35)	35,084.35	
001-19-519-2700	Cost Allocation	$ 105,595.00	$ 105,595.00	$ 105,594.96	$ (0.04)	0.04	
001-19-519-3116	Bank/Merchant Fees	$ 15,000.00	$ 15,000.00	$ 32,806.04	$ (17,806.04)	17,806.04	
001-19-519-3131	Contract Services-Data Processing	$ -	$ -	$ 11,969.00	$ (11,969.00)	11,969.00	
001-19-519-3136	Contract Services	$ 98,402.00	$ 98,402.00	$ 146,402.66	$ (48,000.66)	48,000.66	
001-19-519-3185	Legal settlement Expense	$ 206,790.25	$ 206,790.25	$ 206,790.62	$ (0.37)	0.37	
001-19-519-4403	Building Rental/Lease	$ 197,128.00	$ 197,128.00	$ 204,433.31	$ (7,305.31)	7,305.31	
001-19-519-4410	Equipment Rental	$ 8,002.02	$ 8,002.02	$ 8,163.09	$ (2,165.11)	2,165.11	
001-19-519-4809	Advertising	2,000.00	2,000.00	5,422.27	(3,422.27)	3,422.27	
001-19-519-5230	Operating Supplies/Equipment	28,900.00	28,900.00	35,254.58	(6,354.58)	6,354.58	
001-19-519-7200	Debt Interest	58,486.00	58,486.00	58,486.40	(0.40)	0.40	
519-General Government Department Transfer From Sub-Total:						**$ 163,384.46**	**$ 163,384.46**

GL Account	Description	Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Transfer to:	Transfer From:
Department: 521 - LAW ENFORCEMENT							
001-21-521-1400	OverTime	175,000.00	175,000.00	205,481.08	(30,481.08)	30,481.08	
001-21-521-1520	Assignment Pay	25,380.00	25,380.00	25,620.00	(240.00)	240.00	
001-21-521-1524	Health Stipend	34,800.00	34,800.00	38,400.00	(3,600.00)	3,600.00	
001-21-521-1530	Longevity	21,600.00	21,600.00	23,900.00	(2,300.00)	2,300.00	
001-21-521-1550	Off Duty Detail	139,264.00	139,264.00	227,854.78	(88,590.78)	88,590.78	
001-21-521-1572	Cell Phone Stipend	12,259.04	12,259.04	12,334.04	(75.00)	75.00	
001-21-521-1600	Compensation Personnel	115,123.00	115,123.00	264,854.99	(149,731.99)	149,731.99	
001-21-521-2200	Retirement Contributions	1,256,627.00	1,256,627.00	1,520,046.15	(263,419.15)	263,419.15	
001-21-521-2300	Health, Life, Dental	705,704.00	705,704.00	1,166,635.70	(460,931.70)	460,931.70	
001-21-521-2400	Workers Compensation	226,908.00	226,908.00	229,030.11	(2,122.11)	2,122.11	
001-21-521-3132	Contract Services-PreEmployment	3,000.00	3,000.00	5,473.00	(2,473.00)	2,473.00	
001-21-521-4410	Vehicle Lease	326,000.00	326,000.00	343,126.69	(17,126.69)	17,126.69	
001-21-521-4601	Repair & Maintenance-Vehicle/Boat	80,000.00	80,000.00	98,055.97	(18,055.97)	18,055.97	
001-21-521-4602	Repair, Replace & Maintenance Equipm	4,000.00	4,000.00	5,949.67	(1,949.67)	1,949.67	
001-21-521-5231	Special Department Supplies	20,000.00	20,000.00	22,923.42	(2,923.42)	2,923.42	
001-21-521-5232	K-9 Operating Expenses	5,700.00	5,700.00	15,084.38	(9,384.38)	9,384.38	
001-21-521-5405	Dues, Subscriptions & Memberships	4,000.00	4,000.00	4,753.90	(753.90)	753.90	
001-21-521-5555	Uniforms	15,000.00	15,000.00	35,041.39	(20,041.39)	20,041.39	
001-21-521-5560	Uniform Cleaning	5,000.00	5,000.00	6,249.65	(1,249.65)	1,249.65	
521-Police Department Transfer To Sub-Total:						**$ 1,075,449.88**	**$ -**

GL Account	Description	Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Transfer to:	Transfer From:
001-21-521-1500	Educational Incentives	$ 31,587.00	$ 31,587.00	$ 27,000.00	$ 4,587.00		$ 4,587.00
001-21-521-1552	Stand By/On Call	8,193.86	8,193.86	8,183.86	10.00		10.00
001-21-521-1570	Clothing Allowance	12,190.00	12,190.00	2,490.00	9,700.00		9,700.00
001-21-521-3125	Crime Watch/Community Policing	4,750.00	4,750.00	1,347.05	3,402.95		3,402.95
001-21-521-3131	Contract Servicing-Data Processing	24,528.00	24,528.00	13,292.00	11,236.00		11,236.00
001-21-521-3136	Contract Servicing	15,900.00	15,900.00	6,898.21	9,001.79		9,001.79
001-21-521-4604	Repair & Maintenance Building	2,000.00	2,000.00	-	2,000.00		2,000.00
001-21-521-4700	Printing & Binding	2,550.00	2,550.00	1,989.75	560.25		560.25
001-21-521-5100	Office Supplies	4,600.00	4,600.00	3,402.43	1,197.57		1,197.57
001-21-521-5205	Gas & Oil	254,365.00	254,365.00	121,349.10	133,015.90		133,015.90
001-21-521-5221	Ammunition	12,500.00	12,500.00	12,082.80	417.20		417.20
001-21-521-5230	Operating Supplies/Equipment	59,923.00	59,923.00	51,542.82	8,380.18		8,380.18
001-21-521-5340	Travel, Conferences & Meetings	77,882.00	77,882.00	75,322.24	2,559.76		2,559.76
001-21-521-5401	Vehicle Rental	17,292.00	17,292.00	10,186.17	7,105.83		7,105.83
001-21-521-5489	P.A.L.	1,000.00	1,000.00	158.00	842.00		842.00
001-21-521-5500	Education & Training	40,000.00	40,000.00	38,497.12	1,502.88		1,502.88
001-21-521-6430	Machinery & Equipment	184,345.00	184,345.00	181,321.80	3,023.20		3,023.20
001-00-369-3701	Mileage Fee-Take Home Vehicle	25,678.38	25,678.38	23,526.72	23,526.72		23,526.72
001-00-342-3420	Special Off Duty Detail	200,000.00	200,000.00	255,015.00	55,015.00		55,015.00
001-16-516-6410	Office & Operational Equipment	83,409.00	83,409.00	48,061.05	35,347.95		35,347.95
001-16-516-5230	Operating Supplies/Equipment	21,650.00	21,650.00	18,463.67	3,186.33		3,186.33
001-16-516-4101	Communications Services	20,777.00	20,777.00	18,263.44	2,513.56		2,513.56
001-13-512-4809	Advertising	30,000.00	30,000.00	20,526.44	9,473.56		9,473.56
001-19-519-5500	Education & Training	6,000.00	6,000.00	-	6,000.00		6,000.00
001-19-519-4700	Printing & Binding	9,000.00	9,000.00	2,903.33	6,096.67		6,096.67
001-19-519-4602	Repair, Replace & Maintenance Equipm	2,000.00	2,000.00	-	2,000.00		2,000.00
001-00-361-3611	Interest Earnings	185,000.00	185,000.00	2,998.19	182,001.81		182,001.81
001-11-511-1200	Regular Salaries	72,134.31	72,134.31	41,607.26	30,527.05		30,527.05
001-11-511-3102	Other-Legal	25,000.00	25,000.00	7,360.00	17,640.00		17,640.00
001-00-334-3340	State Grant	25,000.00	25,000.00	-	25,000.00		25,000.00
001-00-311-3110	AdValorem Taxes	8,791,691.00	8,791,691.00	8,963,697.63	172,006.63		172,006.63

001-00-314-3141	Utility Service Tax-Electricity	669,970.00	669,970.00	831,435.85	161,465.85		161,465.85
001-00-341-3416	Short Term Rental	50,000.00	50,000.00	27,800.00	22,200.00		22,200.00
001-19-519-5995	Reserves for Employee Accrued Liabilit	100,000.00	100,000.00	75,215.62	24,784.38		24,784.38
001-13-512-5340	Travel, Conferences & Meetings	5,000.00	5,000.00	2,931.46	2,068.54		2,068.54
001-13-512-5500	Education & Training	1,000.00	1,000.00	-	1,000.00		1,000.00
001-14-513-5405	Dues, Subscriptions & Membership	1,330.00	1,330.00	805.00	525.00		525.00
001-14-513-5500	Education & Training	2,000.00	2,000.00	1,190.00	810.00		810.00
001-19-519-4201	Postage	9,200.00	9,200.00	7,502.47	1,697.53		1,697.53
001-19-519-4390	Animal Control	5,000.00	5,000.00	3,235.13	1,764.87		1,764.87
001-19-519-5405	Dues, Subscriptions & Membership	12,416.00	12,416.00	10,148.41	2,267.59		2,267.59
001-19-519-5340	Travel, Conferences & Meetings	8,000.00	8,000.00	7,143.80	856.20		856.20
001-19-519-5555	Uniforms	5,250.00	5,250.00	4,900.18	349.82		349.82
001-14-513-5360	Telephone	2,838.00	2,838.00	1,895.68	942.32		942.32
001-16-516-3131	Contract Services-Data Processing	230,115.00	230,115.00	229,300.21	814.79		814.79
001-16-516-3136	Contract Services	7,500.00	7,500.00	6,543.00	957.00		957.00
001-16-516-5215	Copy Machine Lease	13,615.00	13,615.00	13,048.66	566.34		566.34
001-19-5199000	Contingency	25,000.00	25,000.00	-	25,000.00		25,000.00
001-19-519-5996	Reserves-Budgetary	50,000.00	50,000.00	-	50,000.00		50,000.00
001-11-511-1600	Compensation Personnel	3,469.00	3,469.00	3,145.50	323.50		323.50
001-11-511-2200	Retirement Contributions	6,713.00	6,713.00	4,943.33	1,769.67		1,769.67
001-11-511-2300	Health, Life, Dental	8,915.08	8,915.08	7,198.50	1,716.58		1,716.58
001-11-511-5340	Travel, Conferences & Meetings	2,000.00	2,000.00	1,570.95	429.05		429.05
001-11-511-5360	Telephone	6,000.00	6,000.00	3,023.51	2,976.49		2,976.49
001-72-572-1200	Regular Salaries	229,163.00	229,163.00	204,621.39	24,591.61		1,286.57
521-Police Department Transfer From Sub-Total:						**$ -**	**$ 1,075,449.88**

GL Account	Description	Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Transfer to:	Transfer From:
Department: 572 - RECREATION & HUMAN SERVICES							
001-72-572-2200	Retirement Contributions	49,897.00	49,897.00	53,278.16	(3,381.16)	3,381.16	-
001-72-572-3117	Clover Data Plan/Playmetrics	-	0.00	717.27	(717.27)	717.27	-
001-72-572-3151	Community Events-All	73,500.00	73,500.00	77,568.28	(4,068.28)	4,068.28	-
001.-72-572-3167	TIES-Arts for Learning	-	0.00	9,972.00	(9,972.00)	9,972.00	
001-72-572-4402	Soccer Facility	-	0.00	1,920.00	(1,920.00)	1,920.00	-
001-72-572-5471	Soccer Equipment Storage	-	0.00	1,927.25	(1,927.25)	1,927.25	-
001-72-572-5489	Youth Services Community Programs	54,000.00	54,000.00	121,691.87	(67,691.87)	67,691.87	-
571-Recreation & Human Services Department Transfer To Sub-Total:						**$ 89,677.83**	**$ -**
001-72-572-1400	Overtime	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00	$ -	$ 10,000.00
001-72-572-2300	Health, Life, Dental	50,085.00	50,085.00	48,739.89	1,345.11	-	1,345.11
001-72-572-3152	Community Center Grand Opening	3,000.00	3,000.00	-	3,000.00	-	3,000.00
001-72-572-3166	TIES-IB Program	17,000.00	17,000.00	15,772.43	1,227.57	-	1,227.57
001-72-572-4808	Public Relations/Promotions	53,002.26	53,002.26	51,739.54	1,262.72	-	1,262.72
001-72-572-5456	Sports Clinics (Fall & Spring)	11,898.00	11,898.00	6,648.49	5,249.51	-	5,249.51
001-72-572-5464	Community Events-Soccer	7,400.00	7,400.00	5,902.21	1,497.79	-	1,497.79
001-72-572-5560	Uniforms & Dry Cleaning	2,000.00	2,000.00	563.14	1,436.86	-	1,436.86
001-19-519-4500	General Insurance	534,449.00	534,449.00	470,991.53	63,457.47	-	63,457.47
001-19-519-4602	Repair, Replace & Maintenance Eqip	2,000.00	2,000.00	-	2,000.00	-	1,200.80
571-Recreation & Human Services Department Transfer From Sub-Total:						**$ -**	**$ 89,677.83**

GL Account	Description	Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Transfer to:	Transfer From:
Fund: 111 - BUILDING FEES FUND							
111-00-322-3221	Building Permits	$ 650,000.00	$ 650,000.00	$ 3,223,479.49	$ 2,573,479.49	$ -	$ 1,636,060.56
111-25-524-1400	Overtime	-	0.00	201.92	(201.92)	201.92	
111-25-524-1530	Longevity	-	0.00	500.00	(500.00)	500.00	
111-25-524-1570	Clothing Allowance	200.00	200.00	-	200.00		200.00
111-25-524-1571	Boot Stipend	-	0.00	200.00	(200.00)	200.00	
111-25-524-2300	Health, Life, Dental	25,151.00	25,151.00	51,344.94	(26,193.94)	26,193.94	
111-25-524-3116	Bank/Merchant Fees	9,200.00	9,200.00	22,999.71	(13,799.71)	13,799.71	-
111-25-524-3160	Professional Services	610,800.00	610,800.00	2,192,151.45	(1,581,351.45)	1,581,351.45	-
111-25-524-4604	Repair & Maintenance Building	-	0.00	11,808.39	(11,808.39)	11,808.39	-
111-25-524-5340	Travel, Conferences & Meetings	3,000.00	3,000.00	3,284.84	(284.84)	284.84	-
111-25-524-5360	Telephone	2,727.00	2,727.00	4,621.31	(1,894.31)	1,894.31	-
111-25-524-6410	Office Equipment	81,721.00	81,721.00	81,747.00	(26.00)	26.00	-
	111 Building Department Sub-Total:					**$ 1,636,260.56**	**$ 1,636,260.56**
Fund: 112 - STREET MAINTENANCE FUND							
112-Street Maintenance Fund Transfer From Sub-Total:							
112-18-541-1400	Overtime	$ 5,000.00	$ 5,000.00	$ 12,089.40	$ (7,089.40)	$ 7,089.40	$ -
112-18-541-1552	Stand By/On Call	950.00	950.00	1,100.00	(150.00)	150.00	-
112-18-541-2300	Health, Life, Dental	45,319.00	45,319.00	73,229.32	(27,910.32)	27,910.32	-
112-18-541-4315	Electric, Gas & Water	42,000.00	42,000.00	49,510.69	(7,510.69)	7,510.69	-
112-18-541-4410	Vehicle Lease	15,651.05	15,651.05	6,041.11	9,609.94	-	9,609.94
112-18-541-4602	Repair & Maintenenace Equipment	17,500.00	17,500.00	13,102.07	4,397.93		4,397.93
112-18-541-4605	Repair & Maintenance Grounds	370,695.00	370,695.00	368,018.45	2,676.55		2,676.55
112-18-541-5360	Telephone	4,200.00	4,200.00	1,443.67	2,756.33		2,756.33
112-18-541-5555	Uniforms	6,000.00	6,000.00	1,959.12	4,040.88		4,040.88
112-18-541-5395	Street Lights	50,000.00	50,000.00	6,120.36	43,879.64		19,178.78
112-Street Maintenance Fund Transfer To Sub-Total:						**$ 42,660.41**	**$ 42,660.41**
Fund: 115 - TRANSPORTATION FUND							
115-18-541-5230	Operating Supplies/Equipment	$ 10,000	$ 10,000	$ -	$ 10,000		$ 4,830
115-18-541-5395	Street Lights	35,000.00	35,000.00	39,829.56	(4,829.56)	4,829.56	
115-Transporation Fund Transfer Sub-Total:						**$ 4,829.56**	**$ 4,829.56**

GL Account	Description	Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Transfer to:	Transfer From:
Fund: 215 - DEBT SERVICE-ROADWAY IMP.CAPITAL PROJ FUND							
215-00-381-3815	Transfers in from CITT Fund	$ 108,736.00	$ 108,736.00	$ 108,736.25	$ 0.25		$ 0.25
215-18-517-7200	Debt Interest	13,736.00	13,736.00	13,736.25	(0.25)	0.25	
215 - Debt Service Roadway Improvement Capital Project Fund Sub-Total:						**$ 0.25**	**$ 0.25**
Fund: 250 - DEBT SERVICE							
250-00-311-3110	Advalorem Taxes	$ 1,797,342.00	$ 1,797,342.00	$ 1,829,966.71	$ 32,624.71		$ 21,225.75
250-19-517-7200	Debt Interest	549,485.00	549,485.00	570,710.75	(21,225.75)	21,225.75	
250 - Debt Service Fund Sub-Total:						**$ 21,225.75**	**$ 21,225.75**
Fund: 326 - CAPITAL PROJECT FUND-GOB COMMUNITY CENTER							
326-61-572-6210	Community Center	$ -	$ -	$ 881,458.30	$ (881,458.30)	$ 881,458.30	
326-61-572-6200	Park Improvements	2,793,755.65	2,793,755.65	535,394.89	1,709,482.69		881,458.30
326 - Capital Project Fund Sub-Total:						**$ 881,458.30**	**$ 881,458.30**
Fund: 365 - SEWER IMPROVEMENTS FUND							
365-35-535-7100	Debt Principal	$ 231,541.00	$ 231,541.00	$ 230,829.10	$ 711.90		$ 670.00
365-35-535-7200	Debt Interest	17,606.00	17,606.00	18,276.00	(670.00)	670.00	
365 - Sewer Improvements Fund Sub-Total:						**$ 670.00**	**$ 670.00**

430-UTILITY FUND

430-00-343-3430	Water Revenues	$ 2,955,015.00	$ 2,955,015.00	$ 3,119,961.95	$ 164,946.95		$ 164,946.95
430-30-533-3133	Contract Services-Lighting	180,000.00	180,000.00	99,990.00	80,010.00		80,010.00
430-30-533-3110	Engineering & Planning	40,000.00	40,000.00	550.00	39,450.00		39,450.00
430-30-533-1570	Clothing Allowance	1,000.00	1,000.00	-	1,000.00		1,000.00
430-30-533-3131	Contract Services-Data Processing	183,904.00	183,904.00	90,064.27	93,839.73		93,839.73
430-30-533-4404	Building Lease	258,538.00	258,538.00	78,698.20	179,839.80		179,494.52
430 Utility Fund Transfer From Sub-Total:							**$ 558,741.20**
430-30-533-1400	OverTime	3,000.00	3,000.00	11,599.06	(8,599.06)	8,599.06	
430-00-533-1501	Car Allowance	-	0.00	2,807.70	(2,807.70)	2,807.70	
430-30-533-1524	Health Stipend	-	0.00	6,850.22	(6,850.22)	6,850.22	
430-30-533-1530	Longevity	-	-	500.00	(500.00)	500.00	
430-30-533-1552	Stand By/On Call	-	0.00	1,300.00	(1,300.00)	1,300.00	
430-30-533-1571	Boot Stipend	-	-	1,000.00	(1,000.00)	1,000.00	
430-30-533-1572	Cell Phone Stipend	-	0.00	103.86	(103.86)	103.86	
430-30-533-1600	Compensation Personnel	20,662.00	20,662.00	57,642.31	(36,980.31)	36,980.31	
430-31-533-2100	Fica	57,839.00	57,839.00	65,234.74	(7,395.74)	7,395.74	
430-37-534-2200	Retirement Contributions	102,939.00	102,939.00	137,400.32	(34,461.32)	34,461.32	
430-30-533-2300	Health, Life, Dental	115,661.00	115,661.00	192,920.73	(77,259.73)	77,259.73	
430-30-533-3116	Bank/Merchant Fees	30,000.00	30,000.00	154,578.59	(124,578.59)	124,578.59	
430-30-533-3132	Contract Services-Pre-Employment	1,000.00	1,000.00	3,552.79	(2,552.79)	2,552.79	
430-30-533-4403	Building Lease	127,791.00	127,791.00	139,011.42	(11,220.42)	11,220.42	
430-30-533-4601	Repair & Maintenance Vehicle	21,000.00	21,000.00	21,689.45	(689.45)	689.45	
430-30-533-5100	Office Supplies	3,000.00	3,000.00	3,005.81	(5.81)	5.81	
430-31-533-1200	Regular Salaries	59,493.00	59,493.00	65,391.47	(5,898.47)	5,898.47	
430-31-533-1400	OverTime	10,000.00	10,000.00	11,115.05	(1,115.05)	1,115.05	
430-31-533-1524	Health Stipend	-	0.00	4,800.00	(4,800.00)	4,800.00	
430-31-533-1552	Stand By/On Call	-	0.00	820.00	(820.00)	820.00	
430-31-533-1571	Boot Stipend	-	-	200.00	(200.00)	200.00	
430-31-533-2100	Fica	4,762.00	4,762.00	7,085.63	(2,323.63)	2,323.63	
430-31-533-2200	Retirement Contributions	8,474.00	8,474.00	11,157.18	(2,683.18)	2,683.18	
430-31-533-5205	Gas & Oil	5,000.00	5,000.00	5,593.80	(593.80)	593.80	
430-31-533-5340	Travel, Conferences & Meetings	-	0.00	295.48	(295.48)	295.48	
430-31-533-5375	Water Purchases	966,937.00	966,937.00	1,070,196.61	(103,259.61)	103,259.61	
430-35-535-1530	Longevity	-	0.00	1,500.00	(1,500.00)	1,500.00	
430-35-535-1571	Boot Stipend	-	0.00	200.00	(200.00)	200.00	
430-35-535-2100	Fica	6,336.00	6,336.00	6,897.86	(561.86)	561.86	
430-35-535-2200	Retirement Contributions	11,755.00	11,755.00	12,301.03	(546.03)	546.03	
430-35-535-2300	Health, Life, Dental	19,685.00	19,685.00	40,534.22	(20,849.22)	20,849.22	
430-37-534-1400	OverTime	30,000.00	30,000.00	36,110.10	(6,110.10)	6,110.10	
430-37-534-1524	Health Stipend	-	0.00	400.00	(400.00)	400.00	
430-37-534-1530	Longevity	-	0.00	1,500.00	(1,500.00)	1,500.00	
430-37-534-1552	Stand By/On Call	-	0.00	3,540.00	(3,540.00)	3,540.00	
430-37-534-1571	Boot Stipend	-	0.00	600.00	(600.00)	600.00	
430-37-534-2100	Fica	19,685.00	19,685.00	20,945.06	(1,260.06)	1,260.06	
430-37-534-2300	Health, Life, Dental	67,508.00	67,508.00	127,280.71	(59,772.71)	59,772.71	
430-37-534-2400	Workers Compensation	22,074.00	22,074.00	22,760.00	(686.00)	686.00	
430-37-534-4410	Vehicle Lease	79,079.00	79,079.00	102,000.00	(22,921.00)	22,921.00	
430 Utility Fund Transfer To Sub-Total:						**$ 558,741.20**	

GL Account	Description	Original Total Budget	Current Total Budget	Fiscal Activity	Variance Favorable (Unfavorable)	Transfer to:	Transfer From:
Fund: 440 - STORM WATER							
440-36-538-4410	Vehicle Lease	$ 82,800.00	$ 82,800.00	$ -	$ 82,800.00		$ 61,574.43
440-36-538-4605	Repair & Maintenance Grounds	50,000.00	50,000.00	-	50,000.00		50,000.00
440-36-538-1570	Clothing Allowance	200.00	200.00	-	200.00		200.00
440 Stormwater Fund Transfer From Sub-Total:						**$ -**	**$ 111,774.43**
440-36-538-1400	OverTime	$ -	$ -	$ 345.13	$ (345.13)	$ 345.13	
440-36-538-1530	Longevity	-	0.00	300.00	(300.00)	300.00	
440-36-538-1552	Stand By/On Call	-	0.00	810.00	(810.00)	810.00	
440-36-538-1571	Boot Stipend	-	-	200.00	(200.00)	200.00	
440-00-334-3434	Grant Reimbursement	-	0.00	110,119.30	(110,119.30)	110,119.30	
440 Stormwater Fund Transfer To Sub-Total:						**$ 111,774.43**	
TRANSFER FROM ALL FUNDS TOTAL:							**$ 4,910,158.34**
TRANSFER TO ALL FUNDS TOTAL:						**$ 4,910,158.34**	

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AN ENGAGEMENT LETTER AND PAYMENT TO TRIMERGE CONSULTING GROUP, P.A. FOR ACCOUNTING CONSULTING SERVICES IN THE AMOUNT OF $75,315.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission ratify an engagement letter and payment to TriMerge Consulting Group, PA, for financial consulting support services in the amount of $75,315.00

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission to ratify a letter of engagement and associated expenses with TriMerge Consulting Group, PA for financial consulting support services.

In late July 2025, the Village identified a discrepancy resulting from the misclassification of revenue items in the prior fiscal year. To ensure accurate financial reporting and enhance planning for future budgets, the Village engaged the TriMerge Firm to assist with technical consulting support, fund balance reconciliation, and budget adjustments. An engagement letter was executed on August 7, 2025, for the firm to provide financial consulting support services.

The main areas of focus included but were not limited to:

1. Fund balance reconciliation
2. Accounting review & corrections

3. 2025/2026 FY budget support
4. 2026/2027 Shortfall mitigation
5. Historical trend analysis
6. American Rescue Plan Act of 2021 (ARPA)
7. Workforce Housing Trust Fund allocation
7. Development Agreement Transactions and Payments

The firm will provide the Village with a comprehensive report and recommendations on the best practices moving forward.

Pursuant to §36.25(I) *Emergency procurements.*
Notwithstanding any other provisions of this ordinance, the Village Manager may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. The Village Manager may also make emergency procurements of design, engineering, construction management and construction services as provided by Section 255.20, Florida Statutes. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the written contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract.

It is recommended that the Village Commission ratify the engagement letter and payment to TriMerge Consulting Group, PA, for financial consulting support services for the period of August 7, 2025, to September 30, 2025, in the amount of $75,315.00

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Utilities Administration & General Government
GL Line-Item Number: #430.30.533.3200 $18,658.02, #001.19.519.3200 $18,658.02
GL Line-Item Number: #430.30.533.3160 $19,054.06, #001.19.519.3160 $18,944.90
Total Budget Allocated: $75,315.00
Encumbered Amount: $75,315.00
Remaining Balance: $0.00

The funds were allocated from FY 2025 as of 9/30/2025, the funds were encumbered in two different GL accounts.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - Ratifying TriMerge Consulting Expenses.DOCX
Exhibit A - TriMerge - Finance Engagement Letter.pdf
Exhibit B-Invoice For Emergency Consulting Services .pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AN ENGAGEMENT LETTER AND PAYMENT TO TRIMERGE CONSULTING GROUP, P.A. FOR ACCOUNTING CONSULTING SERVICES IN THE AMOUNT OF $75,315.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") engaged TriMerge Consulting Group, P.A. (the "Consultant") on an emergency basis for fund balance reconciliation, accounting review and corrections, budget support and related financial consulting services (the "Emergency Services") during its budgeting process; and

WHEREAS, on August 7, 2025, the Village Manager executed an engagement letter with the Consultant for the provision of the Emergency Services attached as Exhibit "A" (the "Engagement Letter"); and

WHEREAS, Section 36.25(I) of the Village Code provides that the Village Manager may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; and

WHEREAS, pursuant to Section 36.25(I) of the Village Code, the Village Manager executed the Engagement Letter and authorized expenditures to the Consultant for the Emergency Services and requests that the Village Commission ratify the Engagement Letter and payment of the Invoice attached hereto as Exhibit "B"(the "Invoice"), in the amount of $75,315.00; and

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

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Ratification. That the Village Commission hereby ratifies the Engagement Letter attached hereto as Exhibit "A" and payment of the Invoice attached hereto as Exhibit "B" in the amount of $75,315.00.

Section 3. Implementation. That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of November, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

TRIMERGE
CONSULTING GROUP
Certified Public Accountants and Consultants

August 7, 2025

North Bay Village
Mr. Frank Rollason, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

This letter is to confirm our understanding of the terms and objectives of this consulting engagement agreement and the nature and limitations of the financial consulting support services that will be provided to North Bay Village ("the Village") by TriMerge Consulting Group, P.A.

Background

During FY 2025–2026 budget preparation, North Bay Village identified a discrepancy caused by the prior year's misclassification of a revenue item. This led to an overstated fund balance in the General Fund and potentially other funds. To ensure accuracy in financial reporting and improve planning for future fiscal years, the Village requires technical consulting support to aid in reconciling fund balances, reviewing accounting treatments, and supporting budget adjustments where identified.

Scope of Services

We, the Contractor, shall furnish labor necessary to support the performance of the following work (the "Work"):

1. FUND BALANCE RECONCILIATION Reconcile fund balances across all Village funds with an emphasis on correcting misclassified revenue and identifying accounting discrepancies.
2. ACCOUNTING REVIEW & CORRECTIONS Review and research accounting treatments from FY 2023–2025 to identify and correct classification errors in compliance with GASB (GASB 100, "Accounting Changes and Error Corrections) and fund accounting standards concerning errors.
3. FY 2025–2026 BUDGET SUPPORT Assist with identifying cost savings, reallocating resources, and supporting technical components of budget development and balancing in accordance with Florida Statutes, budget policies and GFOA best practices.
4. FY 2026–2027 SHORTFALL MITIGATION Analyze revenue forecasts and develop recommendations to address the projected $3 million shortfall, including evaluation of potential revenue enhancements based on information provided by the Village.
5. ADDITIONAL SUPPORT Provide financial analysis, audit readiness support, and guidance on policies, procedures, and internal controls as requested.

ROLES & RESPONSIBILITIES

CONSULTANT:

- Deliver technical expertise with professionalism and timeliness.
- Coordinate with Finance staff to ensure alignment and clarity.
- Provide accurate, audit-ready documentation and reconciliations.
- Maintain confidentiality and independence.

NORTH BAY VILLAGE:

- Provide complete and timely access to records.
- Grant access to financial systems, prior budgets, and documentation.
- Designate an authorized point of contract, key staff for coordination and feedback.
- Facilite staff and auditor coordination where required.
- Ensure internal cooperation.
- Review and approve deliverables in a timely manner.

We the Contractor hereby represent to the Village, with full knowledge that the Village is relying upon these representations when entering into this agreement with the Contractor, that we the Contractor have the professional expertise, experience and manpower to perform the services to be provided.

We assume professional and technical responsibility for the performance of our services in accordance with recognized professional standards and Florida Statutes.

We shall commence work on the effective date stated above. The Village Manager or designee shall act as the Contractor's supervisor for the services provided and receive analysis and information on issues, findings, advisory or recommendations. The Work performed will support the Village Manager and provide recommendations regarding financial, accounting, budget and audit matters for the Village's finance department on an as-needed hourly basis.

We understand that day-to-day management and operations of the Village are the responsibility of the Village Manager. Because of this, there is a risk that material errors, irregularities, or illegal acts may exist and may not be detected by the Contractor. If any such issues are detected by our professionals, we will report them directly to the Village Manager or designee. All working papers and reports arising from our work shall be owned by North Bay Village.

The above procedures do not constitute an audit, review, or compilation of the financial statements in accordance with the standards established by the American Institute of Certified Public Accountants. These services do not include tax research, consulting, compliance, nor preparation services.

North Bay Village agrees to compensate the Contractor as follows:

We the Contractor shall bill invoices to the Village on a weekly basis and provide periodic invoices to the Village based on the hours of work completed by personnel on a weekly basis, during the course of the engagement upon the rate and terms set forth in this agreement. Invoices will include

the hours of work completed by personnel and the bill rates for such personnel in accordance with this agreement as outlined below in our Scope of Services – Team Level.

Scope of Services – Team Level	Hourly Rate in U.S. Dollars **
Partner, Consultant	$ 250
Director, Consultant	$ 200
Senior Manager, Consultant	$ 180
Manager, Consultant	$ 170
Senior, Data Analyst Consultant	$ 160
Senior, Consultant	$ 150
Staff, Consultant	$ 125
Junior Staff, Consultant	$ 90
Administrative	$ 75

In the event this agreement is renewed for an additional year, these rates shall be increased by three percent (3%) for services performed by the Contractor during the renewal term. If any of the Contractor's employees are hired by the Village, there is a recruitment fee of twenty-five percent (25%) assessed to the Village and calculated based on the gross pay, and occurs when a Contractor employee is converted to a hired employee by the Village. Service fees do not include out-of-pocket expenses advanced on behalf of the Village by the Contractor. Any out-of-pocket expenses incurred must be approved by the Tow n in writing in advance in order for the Contractor to receive reimbursement. Services may be terminated by Contractor for nonpayment if after 10 days' written notice to the Village, the Village fails to make payment for undisputed amounts. This engagement does not contemplate any services not specifically included in this agreement.

Payment to the Contractor for all tasks and charges under this agreement shall be in accordance with the following conditions:

A. Disbursements. No reimbursable expenses shall apply unless pre-approved by the Village.

B. Payment Schedule. Invoices shall be reviewed by the Village Manager or designee with attached timesheets.

C. Prompt Pay. Payments shall follow Florida's Prompt Payment Act (§§218.70–218.80). If payment is not received within 45 days, work may be suspended until the account is current.

We shall maintain general liability, professional liability, and workers compensation insurance with the following minimums:

General liability	$1,000,000
Professional liability	$1,000,000
Worker's compensation	As required by statute

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by the Village and the Contractor or others delegated authority to or otherwise authorized to execute same on their behalf. This agreement shall commence on August 11, 2025, unless earlier terminated or renewed as set forth herein. This agreement may be renewed for an additional one-year term upon mutual agreement of the Parties. This agreement may be terminated for convenience by the Village. Termination for convenience by the Village shall be effective on the termination date stated in the written notice provided by Village, which termination date shall be not less than ten (10) days after the date of such written notice. In the event this agreement is terminated for convenience, the Contractor shall be paid for any Work properly performed under this agreement through the termination date specified in the written notice of termination. We the Contractor may also terminate this agreement for convenience. Termination for convenience by the Contractor shall be effective on the termination date stated in a written notice provided by the Contractor, which termination date shall be not less than ten (10) days after the date of such written notice.

The Village is a public agency subject to Chapter 119, Florida Statutes. To the extent, we the Contractor act on behalf of the Village pursuant to Section 119.0701, Florida Statutes, we the Contractor shall:

A. Keep and maintain public records required by the Village in order to perform the service.
B. Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as maybe amended or revised, or as otherwise provided by law.
C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the Village.
D. Upon completion of the Contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records

stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

We understand that the Village's reports, surveys, plans, studies, financial records, and other data provided in connection with this agreement are and shall remain the property of the Village.

INDEMNITY
To the extent we are acting on behalf of the organization and at the direction of management, the Village agrees to indemnify us for any damages that may result from our good faith actions.

CONFIDENTIALITY
During the course of this engagement, we may have access to proprietary information of the Village, including, without limitations, oral and written information and material concerning or pertaining to the Village's trade secrets, business methods, plans and/or projects. We acknowledge that such information, regardless of its form, is confidential and proprietary to the Village, and that we shall not use, copy, or disclose the information in whole or in part in any manner or to any person or entity without the express prior written consent of a duly authorized officer of the Village. If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties. The Village and Contractor both agree that any dispute over fees charged by the Contractor to the Village will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE FIRM, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. Jurisdiction will be, Miami-Dade County.

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the Village designate the following as the respective places for giving of notice:

VILLAGE: North Bay Village,
Mr. Frank Rollason, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

COPY TO:
Weiss Serota Helfman & Bierman
Haydee Sera, Village Attorney
2525 Ponce de Leon Blvd, Suite 700
Coral Gables, Florida 33134

CONTRACTOR: TriMerge Consulting Group, P.A.
Geraldine Lazarre, CPA, President
39 NW 166th Street, Suite #1
Miami, Florida 33169

We appreciate the opportunity to be of service to you and believe this letter correctly expresses the significant terms of our engagement and agreement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me. If the foregoing is in accordance with your understanding, please sign and return to us the enclosed copy of this letter.

TriMerge Consulting Group, P.A.		**NORTH BAY VILLAGE**	
Signature:		Signature:	
Name:	Geraldine Lazarre	Name:	Frank Rollason
Title:	President	Title:	Village Manager
Date:	8/11/2025	Date:	8/11/2025

Invoice

TriMerge Consulting Group, P.A.
39 NW 166 Street Suite 1
Miami, FL 33169

Date	Invoice #
9/30/2025	4461

Bill To
North Bay Village Frank Rollason, Village Mgr. Mayte Gamiotea, CFO 1666 Kennedy Cswy, Suite 300 North Bay Village, FL 33141

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	For the professional consulting services rendered for the period August 7, 2025 through September 30, 2025, pursuant to the engagement letter dated August 7, 2025, for fund balance reconciliation, accounting review and corrections, budget support, and related financial consulting services.		
	SUMMARY OF SERVICES PROVIDED: 1.FUND BALANCE RECONCILIATION Reconcile fund balances across all Village funds with an emphasis on correcting misclassification of revenue and identifying accounting discrepancies. 2.ACCOUNTING REVIEW & CORRECTIONS Review and research accounting treatments from FY 2023–2025 to identify and correct classification errors in compliance with GASB (GASB 100, "Accounting Changes and Error Corrections) and fund accounting standards concerning errors. 3.FY 2025–2026 BUDGET SUPPORT Assist with identifying cost savings, reallocating resources, and supporting technical components of budget development and balancing in accordance with Florida Statutes, budget policies and GFOA best practices. 4.FY 2026–2027 SHORTFALL MITIGATION Analyze revenue forecasts and develop recommendations to address the projected $3 million shortfall, including evaluation of potential revenue enhancements based on information provided by the Village. 5.ADDITIONAL SUPPORT Provide financial analysis, audit readiness support, and guidance on policies, procedures, and internal controls as requested.		
	KEY DELIVERABLES: -Comprehensive analysis of interfund transfer transactions -Review of American Rescue Plan Act (ARPA) transaction or compliance -Detailed analysis of development agreement transactions ($35.9 million reviewed) -Cost allocation and fund classification analysis across 29+ Village funds -Identification of $11.7 million in misclassification of restricted funds -Preparation and support for Resolution No. 2025-092 (budget amendment) -Creation of Workforce Housing Fund (Fund 102) -Comprehensive memorandum with findings and recommendations -Multiple meetings with Village executive team, elected officials, and legal counsel	0.00	0.00

Payments/Credits	
Total	

Phone #	Fax #	E-mail	Web Site
305-940-5344		info@TriMergeConsulting.com	www.TriMergeCPA.com

TriMerge Consulting Group, P.A.
39 NW 166 Street Suite 1
Miami, FL 33169

Invoice

Date	Invoice #
9/30/2025	4461

Bill To
North Bay Village Frank Rollason, Village Mgr. Mayte Gamiotea, CFO 1666 Kennedy Cswy, Suite 300 North Bay Village, FL 33141

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
8	Sergio A. Bringuier - Junior Staff Consultant -Review of development agreements and related legislation -Document review and organization -Research support -Documentation support	90.00	720.00
125.5	Lia Moua - Junior Staff Consultant -Comprehensive review of all development agreements and amendments -Analysis of development agreement transactions and payments -Review of resolutions and supporting documentation -Legislative and regulatory research -Coordination with Principle Planner (Calvin, Giordano & Associates) -Coordination with Town Attorney and other attorney's (Haydee Sera and Anthony Reico) -Client inquiry support and information gathering -Documentation and organization of findings -Preparation of working papers	90.00	11,295.00
114.5	Pierre Normil, CPA - Senior Consultant -Analysis of interfund transfer in/transfer out transactions -Analysis of ARPA transactions for federal compliance -Analysis of cost allocation transactions across all Village funds -Detailed transaction testing in Village's ERP/accounting system -Review of accounting records and general ledger account -Technical research on GAAP, GASB and GAAFR requirements -Preparation of supporting schedule and reconciliations -Documentation of procedures and results -Coordination with Village finance staff	150.00	17,175.00

Payments/Credits	
Balance Due	
Total	

Phone #	Fax #	E-mail	Web Site
305-940-5344		info@TriMergeConsulting.com	www.TriMergeCPA.com

TriMerge Consulting Group, P.A.
39 NW 166 Street Suite 1
Miami, FL 33169

Invoice

Date	Invoice #
9/30/2025	4461

Bill To

North Bay Village
Frank Rollason, Village Mgr.
Mayte Gamiotea, CFO
1666 Kennedy Cswy, Suite 300
North Bay Village, FL 33141

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
184.5	Geraldine Lazarre, CPA - Partner Consultant -Project management and overall engagement supervision -Meetings with Village Manager, CFO, Deputy Village Manager, Village Clerk -Coordination with Village Attorney (Weiss Serota - Haydee Sera, Anthony Reico -Individual meetings with Mayor, Vice Mayor and three Commissioners -Review of legislation, Florida Statutes, GASB standards, and GAAFR -Analysis of Village's ERP/accounting system -Development of findings and recommendations -Review and approval of Resolution No. 2025-092 -Quality review of all work products -Preparation and review of final memorandum	250.00	46,125.00
	REIMBURSED EXPENSES: None		

Payments/Credits	$0.00
Balance Due	$75,315.00
Total	$75,315.00

Phone #	Fax #	E-mail	Web Site
305-940-5344		info@TriMergeConsulting.com	www.TriMergeCPA.com

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH FIRST CHOICE DIGITAL, INC. FOR DOCUMENT SCANNING SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE CLERK, ALBA L. CHANG**

RECOMMENDATION

It is recommended that the Village Commission approve a Professional Service Agreement with First Choice Digital Inc., for records scanning services subject to budgeted funds.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to enter into a Professional Service Agreement with First Choice Digital Inc. for records scanning services.

Consistent with records management best practices, it is the Village's objective to pursue improved accessibility and streamline workflows by transitioning from physical copies to digital records. Records conversion provides several benefits by preserving important documents (paper documents age and degrade over time), cost and storage savings, and increased accessibility to records located within the Laserfiche Cloud Portal. The primary objective of this project is to digitize all existing department files, including large site plans, using our Laserfiche Cloud software. To ensure a smooth transition and avoid disruptions to daily departmental operations and services, we have developed a phased approach. Breaking the work into manageable stages will allow for efficient processing while minimizing the impact on both staff and the public.

On February 13, 2024, the Village Commission adopted Resolution No. 2024-009, authorizing a Change Order for GAP Government for scanning services. During the first phase, First

Choice Digital Inc. was contracted as third party through CAP Government to digitize the entire records room of the Building Department, which included all property files within the Village. That space has since been renovated into two individual offices, and the digitized records are now easily accessible and searchable via Laserfiche Cloud.

The second phase of the project will focus on digitizing the remaining Building Department files, which are currently stored in the vault and primarily consist of large-format building plans. In addition, the Village Clerk is proposing a third phase to include the digitization of Human Resources personnel files. This future phase, however, will be contingent upon budget availability in the upcoming fiscal years.

Following the completion of the first phase, First Choice Digital submitted a proposal offering reduced rates for scanning services by utilizing a piggyback contract from the Town of Lauderdale-by-the-Sea. Based on the competitive pricing and the quality of service proposed, the Village is now seeking Commission approval to move forward with the agreement.

Pursuant to 36.25(J) "Piggy back" purchases.
A contract may be awarded without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency. Suppliers or contractors within the State of Florida shall be considered first.

It is recommended that the Village Commission approve a Professional Service Agreement with First Choice Digital Inc., for records scanning services subject to budgeted funds.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Building Fund
GL Line-Item Number: 111-25-524-3160
Total Budget Allocated: $1,062,000.00
Encumbered Amount: $12.25
Requested Amount: $30,000.00
Remaining Balance: $1,031,987.75

$30,000.00 was budgeted in the budget line - MICROFILMING
BLDG PERMITS/SCANNING (VILLAGE CLERK)

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving Document Scanning Services.DOCX
Exhibit A- First Choice Digital Piggyback.DOCX
Cover Agreement-Exhibit A-LBTS Town Contract.pdf
Cover letter Exhibit B-Proposal-PB Scanning Agreement.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH FIRST CHOICE DIGITAL, INC. FOR DOCUMENT SCANNING SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") requires document scanning services to digitize existing records (the "Services"); and

WHEREAS, the Services required by the Village have been competitively bid by the Town of Lauderdale-By-The-Sea, Florida (the "Town") which issued Request for Proposals No. 2024-09-02 ("RFP") for the Services and competitively awarded a contract to First Choice Digital, Inc. (the "Consultant") pursuant to the RFP (the "Town Contract"); and

WHEREAS, Consultant has provided a proposal (the "Proposal") to perform the Services under the same pricing and terms outlined in the Town Contract; and

WHEREAS, Section 36.25(J) of the Village Code of Ordinances (the "Code") provides that a contract may be awarded without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency; and

WHEREAS, pursuant to Section 36.25(J) of the Village Code, the Village Commission desires to approve an agreement with the Consultant in substantially the form attached hereto as Exhibit "A" (the "Agreement") to perform the Services consistent with the Proposal and the Town Contract in an amount not to exceed $30,000 for fiscal year 2025-26 and budgeted funds in future fiscal years; and

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

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the Agreement with the Consultant to perform the Services.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A," subject to the approval of the Village Attorney as to form, content, and legal sufficiency, in an amount not to exceed $30,000 for fiscal year 2023-24 and budgeted funds in future fiscal years.

Section 4. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this __ day of November, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

COVER AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
FIRST CHOICE DIGITAL, INC.

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2025 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **FIRST CHOICE DIGITAL, INC.,** a Florida profit corporation (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

WHEREAS, the Village desires document scanning services to digitize existing records (the "Services"); and

WHEREAS, the Services required by the Village have been competitively bid by the Town of Lauderdale-By-The-Sea, Florida (the "Town") which issued Request for Proposals No. 2024-09-02 ("RFP") for the Services and competitively awarded a contract to First Choice Digital, Inc. (the "Contractor") pursuant to the RFP (the "Town Contract"); and

WHEREAS, Contractor has provided a proposal (the "Proposal") to perform the Services ; and

WHEREAS, Section 36.25(J) of the Village Code of Ordinances (the "Code") provides that a contract may be awarded without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency; and

WHEREAS, pursuant to Section 36.25(J) of the Village Code, the Village Commission desires to approve an agreement with the Contractor in substantially the form attached hereto as Exhibit "A" (the "Agreement") to perform the Services consistent with the Proposal and the Town Contract in an amount not to exceed $30,000 for fiscal year 2025-26 and budgeted funds in future fiscal years; and

WHEREAS, on November 18, 2025, the Village Commission adopted Resolution No. 2025-__ pursuant to Section 36.25(J) of the Village Code, authorizing the Village Manager execute an agreement with the Contractor, consistent with the Proposal and the pricing, terms, and conditions of the Town Contract; and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Town Contract in this Agreement, except as otherwise modified or amended herein; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village desires to engage the Contractor for the Services and to provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Contractor agree as follows: [1]

1. **Incorporation of Town Contract.** The terms and conditions of the Town Contract (Exhibit 1 hereto) is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Town Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Cover Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

   2.1. First Priority: Cover Agreement;

   2.2. Second Priority: Exhibit "1," Town Contract;

   2.3. Third Priority: Exhibit "2," Contractor's Proposal.

3. **Defined Terms**. All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Town Contract unless otherwise provided in this Agreement. All references to the Department shall be replaced with North Bay Village where applicable.

4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

5. **Compensation and Payment.**

   5.1. Compensation for the Services provided by the Contractor shall be in an amount not to exceed $30,0000 for year 1and an amount not to exceed budgeted funds for future years, in accordance with the Proposal attached hereto as Exhibit "2."

   5.2. Contractor shall deliver an invoice to Village no more often than once per month detailing work completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Equipment and Licenses by the Village Manager.

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

6. **Term.** The term of this Agreement shall be from the Effective Date through three years thereafter. The Village Manager may renew this Agreement for additional one (1) year renewal periods on the same terms as set forth herein upon written notice to the Contractor.

7. **Public Records.**

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.

8. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

9. **State Required Affidavits.** By entering into this Agreement, the Contractor agrees to review and comply with the following state affidavit requirements:

   9.1. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

   9.2. Scrutinized Companies. Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statues, the Village may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized

Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

9.3. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

9.4. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or Equipment and Licenses as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

9.5. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank.
Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

NORTH BAY VILLAGE

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
North Bay Village
Attn: Frank Rollason
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
Villagemanager@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

FIRST CHOICE DIGITAL, INC.

By: _____

Name: _____

Title: _____

Addresses for Notice:
_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR EQUIPMENT AND LICENSES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or Equipment and Licenses as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or Equipment and Licenses.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or Equipment and Licenses as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT 1
TOWN CONTRACT

EXHIBIT 2
CONTRACTOR'S PROPOSAL

EXHIBIT 3
OPENGOV END USER LICENSE AGREEMENT

EXHIBIT 4
OPENGOV STATEMENT OF WORK

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PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TOWN OF LAUDERDALE-BY-THE-SEA
AND
FIRST CHOICE DIGITAL, INC.

This Professional Services Agreement ("Agreement"), made and entered into this 11th day of February 2025 ("Effective Date"), by and between the **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation (the "Town") and **FIRST CHOICE DIGITAL, INC.**, a Florida Profit Corporation (hereinafter, the "Consultant").

WHEREAS, the Town desires document imaging services (the "Services"); and

WHEREAS, the Town and Consultant, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Services. The Consultant shall perform the services set forth in the Proposal attached hereto as Exhibit "1," as requested by the Town (the "Services"). Consultant shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Consultant shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Consultant to provide the Services required hereunder.

2. Term. This Agreement shall commence on the Effective Date and shall continue for a three (3) year term or until the project is complete, whichever occurs first, with the option to renew the agreement for three additional one (1) year terms, unless terminated earlier as provided in Section 7 of this Agreement.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Consultant shall at all times protect Town's property from all damage and shall repair or replace any damaged property as required by Town.

4. Compensation. Compensation hereunder shall be paid to Consultant as provided in the Proposal attached hereto as Exhibit "1," in a total amount not to exceed $150,000. Consultant shall invoice the Town at the end of each month based on a proration of the work completed. The Town shall pay the Consultant within 30 days of receipt of an approved invoice.

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

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5. Books and Records. Consultant shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 14. The Town shall have the right to audit the books and records of the Consultant related to the services authorized herein upon reasonable notice provided to Consultant. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Consultant based upon such entry.

6. Indemnity. Consultant shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties for work or materials required under or related to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Consultant's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7. Termination.

7.1 Termination for convenience. The Town may terminate this Agreement for convenience by giving Consultant 30 calendar days' written notice. In the event of such termination, Consultant shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Consultant invoice the Town for Services not yet provided.

7.2 Termination for cause. This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, Consultant shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 7.1 of this Agreement, and the provisions of Section 7.1 shall apply.

8. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

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For the Town:	Town Manager Town of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308
With a copy to:	Town Attorney Town of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, FL 33308
For The Consultant:	First Choice Digital Inc. 245 Southeast 1st St. Suite 300 Miami, FL 33131 rramos@thefirstchoicedigital.com

9. Assignment and Changes. Consultant may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

10. Insurance. Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town is a named insured with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Consultant shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Consultant shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Consultant and the insurance carrier.

Consultant shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:

1. **Comprehensive General Liability Insurance** - $1,000,000 combined single limit of insurance per occurrence and $2,000,000 in the general aggregate for Bodily Injury and Property Damage and $1,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.

2. **Workers' Compensation Insurance** – Statutory.

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3. **Comprehensive Automobile Liability Insurance** - $1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; $1,000,000 Hired and Non Owned Auto Liability.

4. **Professional Liability** – $1,000,000 policy to be written on a claims-made basis.

11. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12. Consultant Representations. Consultant represents the following: Consultant is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Consultant have been duly authorized; this Agreement is binding on Consultant and enforceable against Contactor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

13. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Consultant has been procured and is being engaged to provide Services to the Town as an independent contractor, and not as an agent or employee of the Town. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the Town, nor any rights generally afforded to classified or unclassified employees of the Town. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Contractor t and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the Town under this Agreement.

14. Chapter 119 (Public Records). The Consultant shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

(a) Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

(b) Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

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(d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(e) Any compensation due to Consultant shall be withheld until all records are received as provided herein.

(f) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, townclerk@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

15. Scrutinized Companies.

a. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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16. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

17. Waiver of Jury Trial. The Town and Consultant **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

18. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

19. No Contingent Fees. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. Ethics.

a. Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subconsultants hired by the firm must also adhere to this policy and it must be included in their contracts as well.

c. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

d. Consultant covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. CONSULTANT covenants that it will conduct no activity or provide any service

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that is unlawful or offensive.

21. E-Verify. In accordance with Section 448.095, Florida Statutes, the Town requires all Consultants, and any subcontractors thereof, doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

22. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

23. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

24. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

25. Conflicts; Order of Priority. This document without exhibits is referred to as the "Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be

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resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

a. First Priority: This Base Agreement
b. Second Priority: Request for Proposal No. 2024-09-02; and
c. Third Priority: the Consultant's Bid;

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

By: Linda Connors
Linda Connors, Town Manager

CONSULTANT:

FIRST CHOICE DIGITAL, INC

By: Ruben Ramos
Ruben Ramos

Attest: Katrina Adler
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Susan L. Trevarthen
Town Attorney Susan L. Trevarthen

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Exhibit 1

September 30, 2024 @ 11: 00 AM

REQUEST FOR PROPOSAL

NO. 2024-09-02



Town of Lauderdale-By-The-Sea

DOCUMENT IMAGING SERVICES

Submitted by:

First Choice Digital, Inc.
245 Southeast 1st Street
Suite 300
Miami, FL 33131
305.579.5144
rramos@thefirstchoicedigital.com

First Choice Digital, Inc.

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First Choice Digital, Inc.

TAB 1:

LETTER OF TRANSMITTAL

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

Docusign Envelope ID: 92A40A19-DDAA-469A-A237-9A6F762CC91E

First Choice Digital, Inc.

September 30, 2024

Town of Lauderdale-By-The-Sea
Town Hall
4501 Ocean Drive
Lauderdale-By-the-Sea, FL 33308

RE: Request For Proposal No. 2024-09-02 – Document Imaging Services

To Whom It May Concern:

First Choice Digital, Inc. (FCD) submits its response to the Town of Lauderdale-By-The-Sea (Town) Request for Proposal (2024-09-02) to provide Document Imaging Services. We thoroughly understand the Scope of Services and have enclosed one (1) original hard copy of our response to this RFP.

Since our inception in 2005, FCD has been offering Document Imaging Services. Our firm is a top provider of Streamlining Document Management and Workflow for Government Jurisdictions, the Legal Profession, and Corporations. **More importantly FCD is proud to have been providing these services effectively and efficiently to the Town for the past year.**

Our mission is to deliver highly effective, innovative solutions at truly affordable cost. As you review our proposal, you will see our commitment to delivering all the services outlined in Part I – Statement of Work of this RFP.

We hereby confirm that the following authorized personnel are designated to make representations on behalf of our company and to negotiate and execute any contracts related to these services.

Mr. Ruben Ramos - President
245 Southeast 1st Street, Suite 300
Miami, FL 33131
(305) 579.5144

If given the opportunity, we will continue to provide and improve the high level of Services that is expected and required by the Town of Lauderdale-By-The-Sea. If you need any additional information or would like to discuss this proposal further, please feel free to contact me at (305) 579.5144.

Best,
First Choice Digital, Inc.

Ruben Ramos
President

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First Choice Digital, Inc.

TAB 2:

TITLE PAGE

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

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Town of Lauderdale-By-The-Sea

Request For Proposal
RFP No. 2024-09-02
Document Imaging Services

09/30/2024

Submitted By:

First Choice Digital, Inc.
245 Southeast 1st Street, Suite 300
Miami, FL 33131

Mr. Ruben Ramos
(305) 579.5144
rramos@thefirstchoicedigital.com

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First Choice Digital, Inc.

TAB 3:

TABLE OF CONTENTS

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

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Form C

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Addendum

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First Choice Digital, Inc.

TAB 4:

ORGANIZATION PROFILE AND QUALIFICATIONS

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

Docusign Envelope ID: 92A40A19-DDAA-469A-A237-9A6F762CC91E

TAB 4 - ORGANIZATIONAL PROFILE AND QUALIFICATIONS:

First Choice Digital, Inc. (FCD) was founded in 2005 and is a premier provider of e-Discovery data Management and Managed Review Services for Government Agencies, Legal Professionals, and Corporations. Our team is equipped to quickly and efficiently duplicate and scan documents of any volume. In addition, we have the capacity to increase staff when necessary. Our range of activities includes the following:

- **Document Imaging:** Transforming all paper files into secure digital documents to streamline your business processes with a digital mailroom.
- **Hosting and Document Review:** Providing efficient and thorough document management.
- **eDiscovery:** Streamlining the review and production of electronic data through a State-of-the-art platform.
- **Data Collection and Forensics:** Ensuring secure and precise handling of evidence.
- **Document Destruction:** Shredding

FCD has experience providing similar services and is currently providing the Town of Lauderdale-By-The Sea with Document Imaging services. In addition, we are also providing Customized Document Scanning Services to the Town of Cutler Bay, Village of El Portal and North Bay Village.

The following information has been included as part of our Organizational Profile and Qualifications.

- On the following page we have enclosed documentation indicating First Choice Digital, Inc. certificate to conduct business in the State of Florida.
- The chart below describes the primary individuals responsible for supervising the work and the percentage of time each primary individual will contribute to the work:

Name	Role	Percentage
Ruben Ramos	President	80%
Alejandra Ramos	QA /QC	70%
Matthew Porras	Business Development / Lead Technician & Digitizing Specialist	90%
Miguel Saez	Scanning & Coding Specialist	90%
Anthony Toruno	Lead Technician & Digitizing Specialist	90%
* Once FCD is awarded the contract, we can bring on five (5) additional contracted staff members, each with extensive experience in supporting medium to large projects.		100%

- Resumes of all key individuals on the following pages, detailing their backgrounds, training, experience, qualifications, and authority as the Town's primary contact persons.

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State of Florida
Department of State

I certify from the records of this office that FIRST CHOICE DIGITAL, INC. is a corporation organized under the laws of the State of Florida, filed on November 14, 2005.

The document number of this corporation is P05000151469.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 29, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of September, 2024

Secretary of State

Tracking Number: 6685169540CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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Mr. Ramos has extensive experience as a Business Owner with an exceptional background in the Document Management field. Well versed in project management, employee development and customer satisfaction. Over Twenty (20) years of experience providing reliable and professional service.

Education:
Laserfiche- Online Administration Certification
Relativity Admin Essentials
Fundamentals of Case Administration

Relativity- Chicago, IL
Relativity Admin Essentials
Fundamentals of Case Administration

iConect- Xera- Reston, VA

Xera Administrator Certification

Florida International University- Miami, FL Legal Assistant Certification

Languages:
English and Spanish

President, First Choice Digital, Inc.
2005 – Present

Mr. Ramos Key Responsibilities include:

- Responsible for the sales, operations, and direction of all project phases of a Document Management business.
- Estimated, contracted and managed numerous document management projects in the areas of duplication and digitizing.
- Purchased, maintained, and operated data hosting software.
- Manage the execution of all projects.
- Keep all communications open with clients on schedules, budgeting, and project completion.
- Coordinate day-to-day planning for maximum efficiency.
- Interview, hire, and manage employees.
- Subcontracted, scheduled, and coordinated various paper and data hosting projects.

Document Management Specialist, Minit Print
1998 – 2005
Part of records management team that provided copying and file maintenance duties.

- Assistant project manager.
- Received, organized, and prioritized documents for copying purposes.
- Heavy litigation copying.

Mortgage Loan Consultant, Bank of America Customer
1995 – 1998
Evaluated, authorized, or recommended approval of commercial, real estate, or credit loans.

- Advised clients on mortgage, educational, and personal loans.
- Executed customer transactions, including deposits, withdrawals, money order and checks.
- Met with clients to generate new business and negotiate contracts.
- Contacted potential clients to pursue sales and gather funds.
- Received regional branch recognition award for 50% sales increase.

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Ms. Ramos has extensive experience in overseeing and optimizing project workflows, ensuring adherence to project specifications, maintaining high standards of quality control, and consistently meeting project deadlines. Adept at managing cross-functional teams, streamlining operations, and enhancing productivity to achieve organizational goals.

Education:
Licensed Mortgage Broker

Languages:
English and Spanish

Director of Operations
2006 – Present

Ms. Ramos Key Responsibilities include:

- Lead the development and implementation of operational strategies to optimize project workflows, ensuring all work aligns with organizational objectives.
- Collaborated with various departments to ensure project specifications are accurately defined and met.
- Maintain stringent quality control standards, conducting regular assessments to ensure high performance across all projects.
- Manage project timelines to ensure that all deadlines are met, often exceeding client expectations in terms of efficiency and results.
- Implement and improve operational processes to increase overall team productivity and project outcomes.

Licensed Mortgage Broker | American Financial Mortgage
2003 - 2006

- Loan Officer / Office Manager
- Senior Mortgage Loan Processor
- Responsible for the coordination of the loan process from origination until closing

Sr. Personal Financial Rep., Washington Mutual Bank

- Customer service-oriented environment
- Opening of new accounts, closing accounts, wire transfers, IRA's
- Customer lending coordinator (originator and closer); Home Equity Lines and Loans

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Mr. Toruno serves as a Lead Technician & Digitizing Specialist. He oversees the digitization process of records and documents, ensuring high-quality results and efficient workflows. His role involves leading the team and managing projects, while implementing best practices in digitization and data management.

Education:
Florida International University (FIU)
Information Technology (IT), BS Miami, FL

Languages:
English and Spanish

Lead Technician & Digitizing Specialist - First Choice Digital, Inc.
2023 – Present

Mr. Toruno's Key Responsibilities include:

- **Digitization Process Management:** Plan and execute the digitization of various types of records, including paper documents, photographs, and other media.
- **Quality Control:** Ensure accuracy and quality of digitized materials by implementing and monitoring quality assurance protocols. Oversee the maintenance and calibration of digitization equipment, troubleshooting any technical issues that arise. Collaborate with project managers and stakeholders to define project goals, timelines, and deliverables.
- **Data Management:** Organize, store, and secure digital files, ensuring compliance with data management policies and best practices.
- Prepare regular reports on project status, team performance, and digitization metrics for management review.

Lead Technician - Techy
2021 – 2023

- Tracked store inventories and replenished products according to demand.
- Communicated with clients to address questions, concerns and needs and provide quality customer service.
- Led and directed team members on effective methods, operations and procedures
- Diagnosed phones and performed high quality repairs
- Kept work area clean and sterile
- Educated clients on the use of their cellphones

Sawa Restaurant - Server
2021 – 2021

- Greet customers
- Provide excellent customer service/ welcome guests to venue
- Take food/drink orders

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MATTHEW PORRAS, MBA
Business Development Associate

First Choice Digital, Inc.

Mr. Porras experience oversees new and existing clients. Also leads in the, ensuring high-quality results and efficient workflows. His role involves managing and keeping track of data for all projects, while implementing best practices in digitization and data management.

Education:
Master of Business Administration | Florida International University, Miami, FL

Bachelor of Business Administration | Florida International University Miami, FL

Languages:
English and Spanish

Lead Technician & Digitizing Specialist - First Choice Digital, Inc.
2024 – Present

Mr. Porras Key Responsibilities include:

- Identify new clientele and potential clients through market research and email outreach.
- Prep, scan, and organize documents for upload to a specific client's server.
- Develop Excel spreadsheets to keep track of vital client information and orders. Transfer data from hard copy to a digital database.

After-School Teacher - Gulliver Preparatory School
2020 - 2021

- Communicated frequently with faculty and co-workers to provide feedback and discuss instructional strategies.
- Planned daily activities, created a comprehensive curriculum, and assisted students with assignments.
- Developed curriculum and lesson plans to ensure students achieved learning objectives.

Production Associate - Pandora's Box
2019 - 2020

- Created and executed social media marketing campaigns to increase daily visibility and drive the profitability of the business.
- Used problem-solving abilities to swiftly handle manufacturing concerns.
- Maintained accurate records of production activities and materials used.

Administrative Assistant - KD Construction
2018 – 2019
Boosted team productivity by managing communication channels and ensuring timely responses to inquiries.

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Mr. Saez is experienced in Scanning & Coding and converting physical documents into digital formats and accurately coding those documents for easy retrieval and management. This role involves meticulous attention to detail to ensure high-quality scans and proper indexing of data.

Education:
UE Batalla de la Victoria – Venezuela

Languages:
English and Spanish

Scanning & Coding Specialist - First Choice Digital, Inc.
2023 – Present

Mr. Saez Key Responsibilities include:

- **Document Scanning:** Operate scanning equipment to digitize physical documents, ensuring clarity and accuracy of scans.
- **Data Coding:** Assign appropriate codes and metadata to scanned documents for efficient organization and retrieval.
- **Quality Control:** Review scanned documents for completeness and accuracy, addressing any issues before finalizing files.
- **File Management:** Organize and maintain digital files in accordance with established naming conventions and filing systems.
- **Equipment Maintenance:** Perform routine maintenance on scanning equipment and troubleshoot any technical issues that may arise.

Assistant Refrigerator Technician
2022
Responsible for maintaining the cleanliness, organization, and functionality of refrigerator units within the facility. This role involves assisting in inventory management, ensuring food safety, and supporting overall kitchen operations.

Retail Sales – Rincon de Baragua
2021 – 2022

- Greet customers
- Provide excellent customer service/ welcome guests to venue
- Take food/drink orders

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RFP FORM A

Proposer: First Choice Digital, Inc.

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
   1.1. The correct and full legal name of the Proposer is: First Choice Digital, Inc.
   1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).Corporation
   1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: Mr. Ruben Ramos
2. Please describe your company in detail. Please see attached pages.
3. The address of the principal place of business is: 245 SE 1st Street, Suite 300
   Miami, FL 33131
4. Company telephone number, and e-mail addresses: (305) 579-5144
   rramos@thefirstchoicedigital.com
5. Number of employees: 5-15 employees, depending on workload.
6. Name of employees to be assigned to this Project: Miguel Saez, Anthony Toruno, Matthew Porrasl and Alejandra Ramos
7. Company identification numbers for the Internal Revenue Service: 51-0559412
8. Provide Broward County occupational license number, if applicable, and expiration date: N/A
9. How many years has your organization been in business? Does your organization have a specialty? nineteen (19) years, Document Management Services and Trail Solutions.
10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and cost of work completed. Please see attached pages.
11. Have you ever failed to complete any work awarded to you? If so, where and why? No

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RFP FORM A: QUALIFICATIONS STATEMENT:

2. Please describe your company in detail.

Mr. Ruben Ramos began his career at a small copy shop in the early 2000s. Recognizing the potential for career advancement, he took the bold step of opening his own firm, First Choice Digital, Inc. (FCD) in 2005. He focused on incorporating innovative solutions to streamline processes and enhance the efficiency of emerging technologies. Our team is here to help transition to a paperless office and automate workflows that can yield substantial advantages, such as enhanced efficiency, lower operational costs, and improved security. By digitizing documents and optimizing processes, your team can swiftly access information, collaborate effortlessly, and eliminate the clutter and delays linked to manual paperwork. Furthermore, automation minimizes the risk of human error, ensuring that tasks are executed accurately and punctually, while also supporting better compliance and audit trails. These enhancements not only increase productivity but also foster a more sustainable and adaptable workplace. We ensure that our staff can quickly and efficiently duplicate and scan any volume of documents, no matter the size. We collaborate closely with our clients to scan, index, and file documents and images within the Laserfiche Cloud Repository. Additionally, will prepare and oversee the destruction of digitized files in coordination with the client.

10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and cost of work completed.

Town of Lauderdale-By-The-Sea

- Sixteen (16) large bankers' boxes (average of 32 regular boxes).
  The project description is provided in the Scope of Services described in Tab 5 of this submittal.
- **Reference:** is Mr. Jeff Nole
- **Cost of Work Completed:** $9,044.55

Town of Cutler Bay

- Administrative Department, 8 bankers' boxes.
  The project description is provided in the Scope of Services described in Tab 5 of this our response.
- **Reference**: Vivian Mañach
- **Cost of Work Completed:** $1,657.10

Costello Insurance & Associates, Inc,

- 80 bankers' boxes.

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The project description is provided in the Scope of Services described in Tab 5 of this our response.

- **Reference:** Melissa Tabacco
- **Cost of Work:** Completed: $19,230.11

Completed Pearl Holding Group,

- 2,500 bankers' boxes (2016-2018).
  The project description is provided in the Scope of Services described in Tab 5 of this our response.
- **Reference:** Mike Mobley.
- **Cost of Work:** $1,010,441.57

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12. Provide the following information concerning all contracts **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
Digitizing thirteen(13) Departments	Lennar Corporation	$ 85K	85%	12/2024

(Continue list as necessary)

13. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
	N/A	

The foregoing list of sub-consultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

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RFP Form B

Proposer: First Choice Digital, Inc.

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of five individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact Town of Cutler Bay, Mr. Santiago Gonzalez
   Title of Contact Chief of Code Services
   Telephone Number: (786) 573-5534 Email Address sgonzalez@cutlerbay-fl.gov

2. Name of Contact Village of El Portal, Ms. Christia E. Alou, Esq.,
   Title of Contact Village Manager
   Telephone Number: (305) 794-7880 Email Address villagemanager@villageofelportal.org

3. Name of Contact North Bay Village , Alba L. Chang, CMC
   Title of Contact Village Clerk
   Telephone Number: (305) 756-7171 Email Address villageclerk@nbvillage.com

4. Name of Contact Ms. Melissa Tobacco
   Title of Contact President
   Telephone Number: (305) 756-7171 Email Address melissa@costelloinsurance.net

5. Name of Contact Mr. Mike Mobley
   Title of Contact Vice Preseident of Operations
   Telephone Number: (954) 587-2299 Email Address mike@pearlholding.com

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RFP Form C

Proposer: First Choice Digital, Inc.

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Name of Proposer: First Choice Digital, Inc.

Name of authorized representative of Proposer: Ruben Ramos

Instructions: Show the price/cost for each Item Description your firm will provide per the requested scope of work. Include the fees/costs associated with each proposed Item Description.

Pricing for imaging/scanning will include prepping, indexing and any transportation costs. Scanning for all 11”x17” documents/images will be combined and indexed as one file for each specific permit number. All drawings and other images larger than 11”x17” will be scanned and indexed as one file according to drawing sets per specific permit number. On average, drawings and plan sets will range between one and five drawing sets for each permit number.

Proposer agrees to provide services below in accordance with terms, conditions and specifications contained in the RFP. Firm, fixed costs/prices quoted for all products and services in this RFP shall be deemed as cost to the Town, including travel and any other miscellaneous expenses, and no other costs to the Town will be accepted. The Total Project Cost/Price SHALL include all fees and reimbursements for out-of-pocket costs.

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RFP FORM D

Proposer:First Choice Digital, Inc.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period

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of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

First Choice Digital, Inc.
Name of Business

By: _____
Signature

Ruben Ramos, President
Print Name and Title

245 SE 1st Street, Suite 300

Miami, FL 33131
Mailing Address

Witness:

By: _____
Signature

BRAULIO RUIZ
Print Name

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First Choice Digital, Inc.

TAB 5:

EXPERIENCE

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

Docusign Envelope ID: 92A40A19-DDAA-469A-A237-9A6F762CC91E

TAB 5 - EXPERIENCE:

Mr. Ruben Ramos began his career at a small copy shop in early 1994. Recognizing the potential for career advancement, he took the bold step of opening his own firm, First Choice Digital, Inc. (FCD) in 2005. He focused on incorporating innovative solutions to streamline processes and enhance the efficiency of emerging technologies. First Choice Digital, Inc. (FCD) now boasts more than nineteen (19+) years of experience delivering relevant services across various industries, including municipalities, architectural firms, law firms, insurance companies, CPA firms, educational institutions, financial services, healthcare, manufacturing, and commercial sectors.

The following similar services are provided to highlight FCD experience with other municipalities. They demonstrate the depth of our past performance and validate our successful history of providing professional Document Imaging Services.

Town of Cutler Bay

Scope of Services:

- Collect plans and permits from the Town in numbered order.
- Scan documents in color or black and white, capturing coding fields (permit number, address, document descriptions).
- Perform OCR on images to ensure they contain searchable text.
- Provide a load file for uploading scans to the Town's existing Laserfiche account.
- Document Destruction if necessary.

Contact person: Mr. Santiago Gonzalez
Date of Service: 2019 – Present (5 years)
Accomplishments: Digitizing the Town's records for the Building and Administrative Service Departments.

Village of El Portal

Scope of Services:

- Collect plans and permits from the Town in numbered order.
- Scan documents in color or black and white, capturing coding fields (permit number, address, document descriptions).
- Perform OCR on images to ensure they contain searchable text.
- Provide a load file for uploading scans to the Town's existing Laserfiche account.
- Document Destruction if necessary.

Contact person: Mr. Franco Roman
Date of Service: 2021 – Present (3 years)
Accomplishments: Digitizing the Village's records for the Building Department. a

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North Bay Village

Scope of Services:

- Collect plans and permits from the Town in numbered order.
- Scan documents in color or black and white, capturing coding fields (permit number, address, document descriptions).
- Perform OCR on images to ensure they contain searchable text.
- Provide a load file for uploading scans to the Town's existing Laserfiche account.
- Document Destruction if necessary.

Contact person: Ms. Alba L. Chang
Date of Service: 2021 – Present (3 years)
Accomplishments: Digitizing the Village's records for the Building Department.

First Choice Digital, Inc. has performed these services as a sub-consultant using C.A.P. Government, Inc's, contracts for the following clients. CAP provides the Town with Building Department outsourcing Services.

- Town of Lauderdale By-The-Sea
- Village of El Portal
- North Bay Village

We have enclosed on the following pages the engagement letters we have with each client listed above.

First Choice Digital was approached by the Town of Cutler Bay to assist with the scanning process of its documents for multiple departments. The Town of Lauderdale-By-The-Sea may contact Mr. Santiago Gonzalez, Chief of Code Services to verify services being provided by FCD.

Scanning Specifications for Town Departments

Document Break – Each department will provide their preference of where to create the document break (Folder Level, Permit Level, Document Type Level...).

- File Format – Files will be exported in Multipage PDF Files.
- OCR – Documents will be OCR'd thereby creating searchable PDF Files.
- Folder Structure/File Name – Custom Folders, Sub-Folders, and File Names will be created as instructed by the Towns point of contact.
- Deliverable – FCD will provide the Town with a Secured download link to access the records which have been digitized and completed.
- Document Destruction – FCD will shred all documents which have been delivered and approved for shredding.

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AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AND C.A.P. GOVERNMENT, INC. FOR BUILDING PLANS REVIEW AND INSPECTION SERVICES

This **AMENDMENT NO. 1** is made between the **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA**, a Florida municipal corporation (the "Town") and **C.A.P. GOVERNMENT, INC.** (the "Contractor"), a Florida corporation.

WHEREAS, on August 22, 2017, the parties entered into an agreement for Building Plans Review and Inspection Services (the "Agreement"); and

WHEREAS, the Town is in need of document scanning services for 16 large banker boxers of building permit records (the "Additional Services"); and

WHEREAS, the Agreement provides for the provision of any other related services required by the Town; and

WHEREAS, Contractor has provided the Town with a proposal, attached as Exhibit "A" to provide the Additional Services (the "Proposal"); and

WHEREAS, the parties desire to amend the Agreement to provide for the Additional Services at the rates set forth in the Proposal.

NOW THEREFORE, for good and valuable consideration of the mutual covenants set forth herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree to amend the Agreement as follows:

1. That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this First Amendment.

2. That Scope of Services of the Agreement is hereby amended to include Additional Services, as outlined in the attached Exhibit "A," for total cost of $7,850. The proposal from the Consultant dated March 10, 2022 (Exhibit "A"), shall become a part of and shall be incorporated into the terms of the Agreement. The Additional Services shall be completed within 90 days of execution of this Amendment.

3. Except to the extent expressly set forth herein, this Amendment does not impact, modify or abridge any term, right or obligation under the Agreement. The terms used in this Amendment have the same meaning as those used in the Agreement unless expressly noted otherwise herein.

4. No term of this Amendment may be modified except in writing executed by all parties to this Amendment.

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5. If any term of this Amendment is found by a legal forum of competent jurisdiction to be void or unenforceable, said finding shall not affect the enforceability of the remaining terms of this Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement on the respective dates under each signature: the Town of Lauderdale-by-the-Sea, signing by and through its Town Manager, authorized to execute same, and by the duly authorized representative of the Contractor, to execute same.

FOR TOWN:

ATTEST:

_____
Town Clerk

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Linda Connors
Town Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the Town of
Lauderdale-By-The-Sea only:

_____
Town Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

FOR CONTRACTOR:

WITNESS:

By: _____

Print Name: Luis A. Pérez Codina

Title: Business Development and Procurement Lead

C.A.P. GOVERNMENT, INC.

By: _____

Print Name: Carlos A. Penin, PE

Title: President

Dated: 06/15/2022

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June 4, 2024

Ms. Christia E. Alou, Esq.
Village Manager
Village of El Portal
500 NE 87th Street
El Portal, FL 33138

Re: Customized Document Scanning Solutions for The Village of El Portal for Additional Departments

Dear Ms. Alou:

We appreciate the opportunity extended to C.A.P. Government, Inc. (CAP) by requesting the submittal of this proposal for the professional services referenced above. We propose to provide the Village of El Portal (Village) our services through our Professional Consultants Agreement to provide Customized Document Scanning Solutions for additional departments.

Scope of Services

- Our vendor will pick up the plans and permit files from the Village in numbered boxes.
- Scanning will be in Black and White
- Capture coding fields (permit number, address, document descriptions)
- Optical Character Recognition (OCR) images (images will contain searchable text)
- Provide a Laserfiche briefcase export to upload scans to the Village's *current Laserfiche account.*
- Shred all scanned documents once the data is verified, if needed.

File Name	Description	File Format*	DPI
Folder Name	File Folders	Multipage TIFF/PDF	300
Binder Name	3 Ring Binders	Multipage TIFF/PDF	300
Document Name	Staple Level Document	Multipage TIFF/PDF	300

Above format may be customized, as needed.

Project Size Estimate

Ninety (90) Bankers' Boxes at 1,600 pages per box for a total of approximately 144,000 pages.

This is an estimate and our vendor, First Choice Digital, has not yet accessed the contents of the boxes in the storage / vault rooms in order to verify.

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Cost Proposal Preliminary Drawings and Documents

Description	U/M	Unit Cost
11 x 17 or Smaller (Black / White)	Per page	$0.08
Larger than 11x17 (Black / White)	Per page	$0.75
11 x 17 or Smaller (Color)	Per page	$0.49
Larger than 11 x 17 (Color)	Per page	$0.90
OCR Optical Character Recognition	Per page	$0.03
Laserfiche Capture Coding Fields	Per Field/Per Doc	$0.05

Shredding of all digitized records upon request

Description	Per hour
Clerical	$30.00

CAP will invoice on a monthly basis and scanning services will not exceed Twenty Thousand ($20,000.00) Dollars.

It is our pleasure to submit this Proposal to the Village and we look forward to this engagement. If you find this proposal acceptable, please execute in the space provided and return it to me.

If you wish to discuss it further, please contact me at (305) 458-6000 or Ms. Monica de Castro at (305) 951-4078 your earliest convenience.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President

Accepted by:
Village of El Portal

Ms. Christia E. Alou, Esq.
Village Manager

Docusign Envelope ID: 92A40A19-DDAA-469A-A237-9A6F762CC91E

January 25, 2024

Mr. Ralph Rosado, PhD, AICP
Village Manager
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Customized Document Scanning for North Bay Village

Dear Mr. Rosado:

We appreciate the opportunity extended to C.A.P. Government, Inc. (CAP) by requesting the submittal of this proposal for the professional services referenced above. We propose to provide the North Bay Village (Village) our services through our professional consultants Agreement to provide Customized Document Scanning Solutions.

Scope of Services

- Our vendor will pick up the plans and permit files from the Village in numbered Boxes.
- We will scan in Color or in Black and White, as requested by the Village.
- Capture coding fields (Property Address, Property Name, Bldg. Doc Description, Doc Type)
- Optical Character Recognition (OCR) images (images will contain searchable text)
- Upload scans to the Village's current Laserfiche account.
- Shred all scanned documents once data is verified, if needed.

File Name	Description	File Format	DPI
Permit# Plans Permit# Shop Drawings	Plans Shop Drawings	Multipage TIFF/PDF	600
Permit# Cost Estimate	Cost Estimate Appraisal	Multipage TIFF/PDF	600
Permit# Elevation Certificate	Elevation Certificate	Multipage TIFF/PDF	600
Permit# Flood Certificate	Flood Proofing Certificate	Multipage TIFF/PDF	600
Permit# Calculations	Structural Calculations	Multipage TIFF/PDF	600
Permit# NOA	Notice of Acceptance	Multipage TIFF/PDF	600
Permit# Special Inspection	Special Inspection Form	Multipage TIFF/PDF	600

Above format may be customized, as needed.

Docusign Envelope ID: 92A40A19-DDAA-469A-A237-9A6F762CC91E

Cost Proposal Preliminary Drawings and Documents

Description	U/M		Unit Cost
11 x 17 or Smaller (Black / White)	Per page		$0.10
Larger than 11x17 (Black / White)	Per page		$0.90
11 x 17 or Smaller (Color)	Per page		$0.55
Larger than 11 x 17 (Color)	Per page		$1.00
OCR Optical Character Recognition	Per page		$0.03
Capture Coding Fields (Address and Permit Number)	Per Field/Per Doc		$0.10

**Shredding of all digitized records upon request*

Project Estimated Cost

Description	Qty	Unit Cost	Estimated Cost
11 x 17 or Smaller (Black / White)	90,000	$0.10	9000.00
Larger than 11x17 (Black / White)	10,000	$0.90	9000.00
OCR Optical Character Recognition	100,000	$0.03	3000.00
Capture Coding Fields (Four fields per document)	12,000	$0.10	1200.00

**The final project page count may be more/less than the estimate quoted above.*

Description	Per hour
Clerical	**$40.00**

CAP shall invoice monthly as the boxes are completed. It is our pleasure to submit this Proposal to the Village and we look forward to this engagement. If you find this proposal acceptable, please execute in the space provided and return it to me. If you wish to discuss it further, please contact me at (305) 458-6000 or Ms. Monica de Castro at (305) 951-4078 your earliest convenience.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President

Accepted by:
North Bay Village

Mr. Ralph Rosado, PhD, AICP
Village Manager

Docusign Envelope ID: 92A40A19-DDAA-469A-A237-9A6F762CC91E

First Choice Digital was contacted by the Town of Cutler Bay to assist with the document scanning process for various departments.

The Town of Lauderdale-By-The-Sea may contact the Town of Cutler Bay to verify the services being provided by FCD.

Mr. Santiago Gonzalez, Chief of Code Services
(786) 573.5534

The Services currently being provided to the Town of Cutler Bay:

Scanning Specifications for Town Departments:

- Document Break – Each department will provide their preference of where to create the document break (Folder Level, Permit Level, Document Type Level…).
- File Format – Files will be exported in Multipage PDF Files.
- OCR – Documents will be OCR'd thereby creating searchable PDF Files.
- Folder Structure/File Name – Custom Folders, Sub-Folders, and File Names will be created as instructed by the Towns point of contact.
- Deliverable – FCD will provide the Town with a Secured download link to access the records which have been digitized and completed.
- Document Destruction – FCD will shred all documents which have been delivered and approved for shredding.

Emergency Digital Copy Service:

While the boxes are in our possession, the Town of Cutler Bay may request digital copies of any file via email. First Choice Digital will deliver the requested digital copies within 24 business hours.

Docusign Envelope ID: 92A40A19-DDAA-469A-A237-9A6F762CC91E

First Choice Digital, Inc.

TAB 6:

APPROACH TO PROVIDING SERVICES

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

Docusign Envelope ID: 92A40A19-DDAA-469A-A237-9A6F762CC91E

TAB 6 – APPROACH TO PROVIDING SERVICES:

First Choice Digital, Inc. approach, activities, and deliverables for providing these services are outlined as follows:

We adhere to the requirements outlined in the Florida Administrative Code (Rule 1 B-26.003). Records with a minimum retention of over 10 years will be scanned using ISO-compliant formats, specifically TIFF 6.0, PDF, or PDF/A. Documents and images measuring 11" x 17" or smaller will be scanned at a resolution of 300 dpi, while those larger than 11" x 17" will be scanned at 400 dpi. Additionally, all scanned documents sized 11" x 17" and smaller will be made text-recognizable and searchable in PDF format. Master copies of scanned images will be stored in ISO open standard image formats, utilizing the ISO-9660 standard for uncompressed archive disk images, such as those used for CD or DVD storage.

In terms of indexing, files will be named according to the Town's property files folder organization within the Laserfiche cloud storage system. This will ensure consistency and facilitate easy retrieval. Key metadata will be included in the file names, such as the permit number, address, document type (e.g., application or permit), and date of creation. Accurate indexing during the scanning process will be crucial for enhancing searchability and retrieval efficiency. Additionally, we will maintain a backup of all scanned images and index data to prevent loss and ensure compliance with retention policies. This structured approach will help the Town manage documents effectively while adhering to regulatory requirements.

"Transitioning to a paperless office and automating workflows offers numerous advantages, such as improved efficiency, lower operational costs, and enhanced security. By digitizing documents and streamlining processes, the Town can access information swiftly, collaborate more effectively, and eliminate the clutter and delays associated with manual paperwork. Furthermore, automation minimizes the risk of human error, ensuring tasks are completed accurately and on schedule, while facilitating better compliance and audit trails. These enhancements not only increase productivity but also foster a more sustainable and agile work environment."

Preparation for Scanning/Imaging:

To ensure optimal scanning quality, all folded plans will be straightened, and any irregularly sized memoranda will be mounted on standard 8 1/2" x 11" paper. Embossed seals will be made legible with carbon paper. This preparation will facilitate the scanning process and enhance readability.

Scanning Procedures:

Documents containing information on both the front and back pages will be scanned on both sides. The back page will be organized to follow the front page in the digital file, ensuring that all informative back pages are included and counted as individual images, in line with the unit costs specified in Form C. Our scanning process will feature automatic duplex detection and will exclude blank pages from both the scanning process and the final count, ensuring that only relevant content is processed.

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Image Orientation and Quality Control:

All documents will be rotated for maximum readability, ensuring that text appears in the correct orientation without requiring any further adjustment. Each scanned image will be checked for proper alignment, with a maximum skew of +/- 3 degrees. We will maintain the fidelity of line widths and text thickness to match the original documents closely, while also adhering to the specified scanning accuracy of less than +/- 0.040" over 36 inches for drawings and a paper skew tolerance of less than +/- 0.1%.

Quality Assurance:

Our team will conduct sight verification of a random sample of the scanned output to ensure clarity and accurate reproduction. Any documents that do not meet the quality standards will be rescanned at no additional cost until the required quality is achieved. A final quality control step will involve comparing the final output against the Town's manifest to confirm that every document has been accurately imaged and indexed.

Storage and Accessibility:

First Choice Digital will implement and maintain a comprehensive catalog to track the status of documents throughout the project.

This catalog will include the following:

- Documents that have been taken off-site at the project's outset.
- Documents that have been successfully scanned.
- Documents that have been indexed.
- Documents approved for destruction.
- Documents that have been destroyed.
- Documents that remain to be scanned.
- This systematic approach will ensure efficient management of documents while maintaining high-quality standards throughout the imaging and scanning process.

All file destruction will meet statutory retention requirements; and before destroying any files. The Town's staff will review documents to ensure they have been properly uploaded and indexed according to the Town specifications. We will administer the indexing and destruction of files with the Town approval.

First Choice Digital has the capability to transport, store, and scan documents off-site. If the Town requests, we also perform scanning on-site once any existing space constraints are addressed. We will supply all necessary equipment and materials to scan documents and plans up to 24" x 36" in size. Throughout each phase of the project, we will maintain a catalog to track documents that have been taken off-site, those that have been scanned, and those yet to be scanned. This catalog will be updated daily. In addition, we will implement quality control measures to ensure that all files are scanned and indexed effectively.

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First Choice Digital meets all the Technical Requirements listed below:

✓	Authorized to do business in Florida and Broward County.
✓	Successfully managed a program of similar services for a minimum of five (5) years.
✓	Provide labor, equipment, and materials necessary to perform the requested services outlined in this RFP.
✓	Experienced with Laserfiche cloud storage system for clients within the State of Florida.
✓	Past contracts with other governmental jurisdictions for a similar projects.
✓	References for previous clients where similar projects have been implemented.
✓	History of meeting required time frames and deadlines.
✓	Provide a detailed timeline and anticipated approach to the project.

We have created a structured timeline and approach for this project, which includes phases, key activities, and deliverables. Since we are currently providing these services to the Town our existing knowledge and experience with the Town will streamline the process. If selected we will continue to build on our existing relationship and knowledge, to enhance efficiency and deliver quality results that meet the Town's needs effectively.

Phase 1: Project Initiation (Week 1)

Week 1

Kickoff Meeting: Engage stakeholders to reaffirm project scope and objectives, highlighting your ongoing relationship.

Requirements Confirmation: Validate the specific needs and expectations of the Town based on your prior work.

Project Plan Refinement: Adjust the existing project plan to incorporate new requirements and timelines based on prior knowledge.

Phase 2: Preparation and Setup (Week 2)

Week 2

Site Assessment: Quickly assess current document storage and access, leveraging insights from past interactions.

Technology Optimization: Ensure all scanning and indexing technology is up-to-date and calibrated for the project.

Process Optimization: Review and enhance existing imaging standards and indexing criteria to meet any new specifications.

Staff Training: Conduct a brief refresher training for team members, focusing on any updates. Prepare files for scanning by removing staples, coding sheets, and carbon contact for embossed seals.

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Phase 3: Document Imaging and Indexing (Week 3)

Weeks 3

Scanning: Utilize existing familiarity with the documents to efficiently begin scanning processes.
Daily Monitoring: Leverage historical data to anticipate challenges and streamline daily operations.
Indexing: Continue using established metadata conventions to ensure seamless integration with the Town's existing Laserfiche system.
Quality Control: Implement familiar quality control processes to verify accuracy.

Phase 4: Destruction and Archiving (Pre-Final Stage)

Pre-Final Stage

Document Review: Engage with the Town to ensure all scanned documents meet expectations.
Destruction Process Confirmation: Confirm the destruction protocol aligns with the Town's existing policies.
Destruction Execution: Proceed with secure destruction of documents as previously agreed.
Archiving: Organize digital files in the familiar repository structure already established.

Phase 5: Project Closure (Final Stage)

Final Stage

Final Review Meeting: Discuss outcomes, gather stakeholder feedback, and reaffirm satisfaction with the project.
Documentation of Processes: Update existing documentation with new insights and procedures.
Handover: Ensure all documentation and access are fully transferred to the Town.
Post-Implementation Support: Offer continued support and training as needed.
Anticipated Deliverables
Refined Project Plan Document: Adjusted to reflect current understanding and requirements.
Updated Scanning and Indexing Standards: Incorporating any new insights or changes.
Training Materials: Refreshers based on current processes and technologies.
Quality Control Reports: Leveraging existing templates to report on the project.
Final Project Report: A concise overview including successes and areas for improvement.
Considerations
Feedback Integration: Regularly integrate feedback from the Town to ensure alignment and satisfaction.

If FCD is awarded this contract, we will maintain in full force and effect the Insurance coverage reflecting the minimum amounts and conditions required by the Town and any required licenses.

Docusign Envelope ID: 92A40A19-DDAA-469A-A237-9A6F762CC91E

First Choice Digital, Inc.

TAB 7:

COMPENSATION

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

Docusign Envelope ID: 92A40A19-DDAA-469A-A237-9A6F762CC91E

Item Description	Town Department Annual Estimate	Proposer Unit Price	Total Price
Unit Cost per B/W Scanned Image/Document - Letter and Legal Size Documents 11"x17" and smaller	38,000 images/pages	.06	2,280.00
Unit Cost per Scanned Image/Document - Letter and Legal Size Documents lager than 11"x17"	5000 images/pages	.65	3,250.00
Unit Cost per Color Scanned Image/Document - Letter and Legal Size Documents lager than 11"x17"	1000 images/pages	.35	350.00
Certified Destruction of Scanned Documents - Unit price per cubic feet	70 cubic feet	9.00	630.00
		Totals	6,510.00

Please ensure your Unit Price/Cost includes the cost of:

1. Onsite meetings with Town staff when requested to inspect work;
2. A verbal report of any defects, damage or issues that may be noticed during imaging; and

Payments will be made on each deliverable upon receipt and acceptance by the Town.

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By: _____
Date: 09/30/2024

Name: Ruben Ramos

Title: President

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First Choice Digital, Inc.

TAB 8:

ADDITIONAL INFORMATION

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

Docusign Envelope ID: 92A40A19-DDAA-469A-A237-9A6F762CC91E

Addendum to:

REQUEST FOR PROPSAL No. 2024-09-02 Document Imaging Services

Question:

What specific documents were required to be scanned in Color?

Answer:

All documents can be scanned in black and white with the exception of:

1. File Folders:

Permit and Development documents that are contained within Color folders (mostly yellow and red) require the folder to be scanned in color. The File Folder contains color coded information pertinent to the file.

2. Specific Documents:

Aside from folders noted above, the specific documents required to be scanned in color are:

a. Sign and Architectural Review Photos/Drawings
b. Development Orders and Attached Plans

Question:

How should raised seals on plans and documents be managed for imaging?

Answer:

Raised seals should be clearly visible within the final scan/image.

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LAUDERDALE BY • THE • SEA

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. First Choice Digital, Inc ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

Under penalties of perjury, I declare that I have read the foregoing, and the facts stated in it are true:

(signature)
Print Name: Ruben Ramos

OATH OR AFFIRMATION

State of Florida
County of Miami

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20 day of February, 20 25, by Ruben Ramos (name of person) as DL R520 720 73 333 0 (type of authority) for _____ (name of party on behalf of whom instrument is executed).

DUNIA BRIZUELA
MY COMMISSION # HH 585768
EXPIRES: August 28, 2028

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

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LAUDERDALE BY • THE • SEA

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of First Choice Digital, Inc, a nongovernmental entity.

3. First Choice Digital, Inc does not use coercion for labor or services as defined in the relevant section of the law.

Under penalties of perjury, I declare that I have read the foregoing, and the facts stated in it are true:

(signature)
Print Name: Ruben Ramos

OATH OR AFFIRMATION

State of Florida
County of MIAMI

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20 day of February, 2025, by Ruben Ramos (name of person) as DL R520 720 73 334-0 (type of authority) for _____ (name of party on behalf of whom instrument is executed).

DUNIA BRIZUELA
MY COMMISSION # HH 585768
EXPIRES: August 28, 2028

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

Docusign Envelope ID: 92A40A19-DDAA-469A-A237-9A6F762CC91E

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (888) 202-3007 **FAX (A/C, No):** **E-MAIL ADDRESS:** contact@hiscox.com
INSURED First Choice Digital, Inc. 245 Southeast 1st Street SUITE 300 Miami, FL 33131	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hiscox Insurance Company Inc — 10200 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ☐						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER		
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber and Data Risk			P103.823.896.1	08/28/2024	08/28/2025	Each Claim: $ 1,000,000 Aggregate: $ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/28/2024

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INSURED First Choice Digital, Inc. 245 Southeast 1st Street SUITE 300 Miami, FL 33131	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hiscox Insurance Company Inc — 10200 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			P103.824.029.1	08/28/2024	08/28/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ S/T Gen. Agg.
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			P103.824.028.1	08/28/2024	08/28/2025	Each Claim: $ 1,000,000 Aggregate: $ 1,000,000	

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AUTHORIZED REPRESENTATIVE



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First Choice Digital, Inc.

Document Scanning Solution

October 21, 2025

Scanning Agreement For:

North Bay Village

First Choice Digital, Inc.

To:
North Bay Village
Attn: Alba L. Chang, CMC
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Re: Proposal for Scanning Services – 3 Additional Phases

Dear Alba L. Chang,

First and foremost, we would like to thank North Bay Village for the opportunity to provide scanning services for the Building Department during Phase 1 of your records digitization project. It has been a pleasure working with your team, and we sincerely appreciate your interest in continuing to work with us for your future departmental scanning needs.

We understand that the Village is looking to move forward with 3 additional Phases, which will consist of Plans and Surveys stored in the Vault at your location, HR Files, and Records. For these next phases, First Choice Digital will offer the Lauderdale-By-The-Sea pricing as described in the LBTS contract. The fully executed LBTS contract has been provided for your review.

We appreciate your continued confidence in our services and look forward to assisting North Bay Village in the successful completion of the next phases of your records digitization project.

Warm regards,

Ruben Ramos
President
First Choice Digital, Inc.

Office: 305-579-5144 Email: rramos@thefirstchoicedigital.com

First Choice Digital, Inc.

Pricing and Contract Alignment

First Choice Digital agrees to extend the same pricing structure and terms as outlined in the *Lauderdale-by-the-Sea Document Imaging/Services Agreement* ("Base Contract") to the **Village of North Bay Village**, provided that the scanning scope, preparation requirements, file format, indexing structure, and delivery specifications are identical to those described in the Base Contract. Any variations in scope, workflow, or technical specifications may be subject to a revised quotation.

First Choice Digital, Inc shall invoice monthly as the boxes are completed. If you find this proposal acceptable, please execute it in the space provided and return it to me. If you wish to discuss it further, please contact me at (305) 579-5144.

Very truly yours,
First Choice Digital, Inc.

Ruben Ramos
President

Accepted by:
North Bay Village

Authorized Village Staff Member

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BISCAYNE BAY WATERKEEPER, INC. FOR WATER QUALITY MONITORING SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the first amendment to the Professional Service Agreement with Biscayne Waterkeeper Inc.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval of an amendment to the Professional Service Agreement with the Biscayne Bay Waterkeeper Inc. for water quality monitoring services.

The Miami Waterkeeper is dedicated to protecting Biscayne Bay and the surrounding watershed, and has become a leading advocate for clean water, dedicated to achieving swimmable, drinkable, fishable waters. The services they provide help address environmental, social, and political water issues using community outreach, scientific research, and civic and legal action.

A weekly water quality testing plan has been implemented to keep the public informed about water quality at the North Bay Village sites through weekly monitoring and analysis of enterococci. The testing location will alternate weekly between two sites, with each location being tested bi-weekly (every two weeks).

Current Testing Sites:
* 7601 E. Treasure Drive (Grand View Palace Marina)
* 7920 West Drive (Vogal Park / Kayak Launch)

Reports are accessible and available to the public via the Swim Guide web and phone app, social media channels, and website as soon as the results are available.

The cost for the scope of work is $10,000 per year, which represents $833.33 per month.

It is recommended that the Village Commission approve the first amendment to the Professional Service Agreement with Biscayne Waterkeeper Inc. in an amount not to exceed the budgeted funds.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Utilities Administration
GL Line-Item Number: 430-30-533-5405
Total Budget Allocated: $33,500.00
Encumbered Amount: $500.00
Amount Requested: $10,000.00
Remaining Balance: $23,000.00

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution-Waterkeeper First Amendment.DOCX
First Amendment-Waterkeeper Agreement.DOCX
Amendment Exhibit A Scope of Work.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BISCAYNE BAY WATERKEEPER, INC. FOR WATER QUALITY MONITORING SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is an island community surrounded by the Outstanding Florida Waters of Biscayne Bay; and

WHEREAS, due to the Village's unique proximity to and dependence on Biscayne Bay, the Village recognizes the paramount importance of Biscayne Bay as an Outstanding Florida Water and has become a regional leader in protecting Biscayne Bay's health; and

WHEREAS, on January 10, 2023, the Village Commission adopted Resolution No. 2023-015 approving an agreement with Biscayne Waterkeeper, Inc. (the "Miami Waterkeeper") to conduct weekly water quality monitoring in Biscayne Bay (the "Services"); and

WHEREAS, on January 23, 2023, the Village and Miami Waterkeeper entered into a Professional Services Agreement (the "Agreement") to provide water quality monitoring services at two locations within the Village; and

WHEREAS, the Village wishes to continue providing water quality monitoring data to its residents and visitors; and

WHEREAS, the Village Commission desires to approve an amendment to the Agreement, in substantially the form attached hereto as Exhibit "A" (the "First Amendment"), with Miami Waterkeeper for the Services in an amount not to exceed budgeted funds; and

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

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the First Amendment with Miami Waterkeeper for the Services in an amount not to exceed budgeted funds.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the First Amendment with Miami Waterkeeper for the Services, in substantially the form attached hereto as Exhibit "A," subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Manager is hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution and the Agreement.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this 18th day of November, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
BISCAYNE BAY WATERKEEPER, INC.

THIS FIRST AMENDMENT to the Professional Services Agreement (the "First Amendment") is entered into as of the __ day of _____, 2025 (the "Effective Date of First Amendment"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **BISCAYNE BAY WATERKEEPER, INC. d/b/a MIAMI WATERKEEPER**, a Florida not for profit corporation (hereinafter, the "Consultant"). Collectively, the Village and the Consultant are referred to as "Parties."

WHEREAS, on January 23, 2023, the Village and Consultant entered into a Professional Services Agreement (the "Agreement") to provide water quality monitoring services at two locations within the Village as further detailed in the Scope of Work attached as Exhibit "A" to the Agreement; and

WHEREAS, the Agreement authorized the Village Manager to renew the Agreement for up to two additional one-year terms under the same conditions following the expiration of the Initial Term on September 23, 2023; and

WHEREAS, the Village and Consultant wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Village and Consultant agree as follows:[1]

1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

2. Amendment of Exhibit "A" of the Agreement. Exhibit "A" of the Agreement is deleted in its entirety and replaced with the revised scope of work in Exhibit "A" attached hereto and incorporated herein by reference. The Consultant shall perform all services in accordance with Exhibit "A."

3. Amendment of Paragraph 2 of the Agreement. Paragraph 2 of the Agreement is deleted in its entirety and replaced as follows:

2. Term/Commencement Date.

2.1 The term of this Agreement shall be from September 26, 2025 through September 25, 2026 (the "Initial Term"), unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

this Agreement for up to three additional one year periods (each a "Renewal Term") on the same terms as set forth herein upon written notice to the Consultant.

2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

4. Amendment of Paragraph 3 of the Agreement. Paragraph 3 of the Agreement is deleted in its entirety and replaced as follows:

3. Compensation and Payment.

3.1 Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated in the amount of $833.33 per month for the Services, in an amount not to exceed $10,000 for each Renewal Term.

3.2 Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

5. State Required Affidavits. By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

5.1 Public Entity Crimes Affidavit. Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

5.2 Scrutinized Companies. Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its

sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

5.3 **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

5.4 **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

5.5 **Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

6. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

7. **Agreement Ratified**. Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

8. **Defined Terms**. All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

9. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed the day and year as first stated above.

NORTH BAY VILLAGE

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
North Bay Village
Attn: Frank Rollason
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
Villagemanager@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
hsera@wsh-law.com (email)

BISCAYNE BAY WATERKEEPER, INC.

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:

_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

□ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this __ day of _____, 20___, by___ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal attached hereto and incorporated herein by reference.

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in this Proposal dated September 12, 2025, attached hereto and incorporated herein by reference.

Project Title: North Bay Village Water Quality Monitoring

Principal Investigator(s):
Rachel Silverstein, Ph.D.
Adriana González Fernández, Ph.D.

Project Dates:
September 26, 2025 - September 25, 2026

Background:

Miami Waterkeeper, a non-profit organization based in Miami and founded in 2010, envisions a resilient South Florida that is a global leader in clean water solutions, where thriving communities and nature coexist. The organization is a leading advocate for clean water, addressing issues comprehensively through science, advocacy, policy, education and outreach, and, when needed, legal action.

Water and beach recreation are key to life in North Bay Village, which is known for its scenic waterfront views and outdoor activities like boating, fishing, and swimming. Ongoing risks to water quality have been challenging for the community, with several pollution reports submitted about stormwater discharge, algal blooms and marine debris. By collecting water quality data and making it easily accessible, we can better inform the public and take action on issues that may lead to environmental or public health dangers. With this information and buy-in from an informed community, we will work to protect the water, public health, and economy that depends upon it.

Miami Waterkeeper has a track record of providing reliable, rapid water quality testing information to local communities. We have a record of success collaborating with North Bay Village, including the past several years of water quality sampling (9/2023 - 9/2025). We look forward to this continued opportunity to further collaborate with North Bay Village and its residents.

Water quality directly affects public health, particularly for those engaging in recreational activities. Routine and consistent water quality monitoring helps establish baseline conditions and alerts the public to any changes. This scope of work outlines the objectives, timeline and deliverables for bi-weekly water quality monitoring at two recreation sites in North Bay Village.



Project Goals and Objectives:

Miami Waterkeeper's mission is to protect South Florida's waters by advocating for resilient solutions grounded in science, rooted in nature, and driven by community. This program aims to connect residents to their local water quality. We propose a weekly Fecal Indicator Bacteria (FIB) water quality monitoring program to keep the public informed about water quality at high-value recreational sites in North Bay Village. Our analyses will be made accessible and available to the public via the Swim Guide web and phone app, our social media channels, and website as soon as the results are available. We will provide a year-end report to summarize local water conditions and offer insights into potential health risks.

Miami Waterkeeper's in-house water quality monitoring program involves the weekly sampling of 25+ sites in Broward and Miami-Dade counties, testing for the FIB enterococci. We promptly share results with the public to ensure the waters are safe for swimming and recreation. This sampling will complement, but will not replace, existing testing conducted by other state and local agencies, including the Florida Department of Health.

Project Description:

Miami Waterkeeper proposes to conduct water quality sampling for FIB enterococci at 2 bi-weekly sites in the North Bay Village, for a 1-year-long contract period. Each site will be tested on alternate weeks and the locations are detailed in Table 1. These sites are flexible and can be adjusted based on access and the Village's needs.

Miami Waterkeeper uses IDEXX technology to culture enterococci in our weekly water samples, with results reported as MPN (Most Probable Number)/100 mL. Additionally, we collect data on environmental conditions during sampling, including weather conditions, tidal direction, air temperature (°C), water temperature (°C), salinity (ppt), dissolved oxygen (mg/L and %), turbidity (NTU), and chlorophyll a (ug/L and RFU).

Table 1. *Sampling Sites for Recreational Water Quality Testing in North Bay Village, including the inactive original sampling location.*

Sampling Site	Site Address	Latitude	Longitude	Initiated	Status
Grandview Palace Marina	7601 E Treasure Dr, North Bay Village, FL 33141	25.848006	-80.145208	5/15/2023	Active
Dr. Paul Vogel Community Park	7920 West Dr, North Bay Village, FL 33141	25.8511	-80.160525	4/2/2025	Active
North Bay Village Dog Park	7903 East Drive, North Bay Village, FL 33141	25.848801	-80.156995	8/1/2022	Inactive

Water Sampling At High-Value Recreation Sites

Grandview Palace Marina

Sampling will be conducted on a bi-weekly basis for a 1-year contract period. Samples will be collected from the sea wall on the North side of the Marina.



Vogel Park

Sampling will be conducted on a bi-weekly basis for a 1-year contract period. Samples will be collected from the dock which is only accessible by going through the locked back gate. The Village has provided 2-keys for Miami Waterkeeper to access the site.



Deliverables:

Miami Waterkeeper will publish the weekly water quality testing information via the Swim Guide data sharing system, which is available on both web and mobile devices. Numeric data will be available through the Water Quality Monitoring page on our website, including the historical data. We will continue to coordinate with North Bay Village on data sharing with the public and are open to any online marketing or strategic promotions that North Bay Village is interested in pursuing.

At the end of the contract year, Miami Waterkeeper will provide a report. A draft will be submitted to North Bay Village for review 1-month after the contract year ends. The final report will be submitted 2-weeks after the Village returns the reviewed draft.

Timeline:

Weekly sampling will begin when the contract is executed and will continue for one year with the requested level of funding, but can be extended for up to three years. The project is intended to be a permanent part of Miami Waterkeeper's mission.

PROPOSED BUDGET

- Weekly water quality testing (including staff specialists and sample analysis): **$7,834.98**
- Equipment and supplies: $860.67
- Overhead (15%): **$1,304.35**

TOTAL $10,000 for one year; $833.33 monthly



ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE FLORIDA STATE LODGE 81 FRATERNAL ORDER OF POLICE INC. FOR CIVILIAN PERSONNEL; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (DEPUTY VILLAGE MANAGER/ HUMAN RESOURCES DIRECTOR, JENICE ROSADO)**

RECOMMENDATION

It is recommended that the Village Commission approve the October 1, 2025 - September 30, 2028, Collective Bargaining Agreement with the Florida State Lodge Fraternal Order of Police Inc. for the Village's Civilian Personnel.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks approval from the Village Commission to ratify a new Collective Bargaining Agreement (CBA) between the Village and the Florida State Lodge Fraternal Order of Police, Inc., representing civilian personnel.

Village Administration has engaged in negotiations with the Fraternal Order of Police and has reached a tentative agreement on a labor contract covering a period of 3 years, effective from October 1, 2025, through September 30, 2028. The key changes of the agreement are delineated below and are in compliance with the FY 25-26 proposed budget.

The key terms and conditions of the tentative agreement include the following:

- Freeze of Merit, Cost of Living, Longevity for FY 25-26 general fund budgeted employees and re-openers for the duration of the contract
- Removal of two-tier system (vacation, sick time, take home vehicle)

- Cap on vacation, sick, personal time pay out upon departure
- Addition of 2 holidays - Christmas Eve & Juneteenth but no more banking of holidays
- Addition of Chronic Sick language
- Enhancement and clarification of bereavement provision
- Increase in educational assistance but must pay back if not staying with Village for designated length of time after reimbursement
- Removal of insurance stipend option
- Pay plan adjustments
- Addition of new article to address re-opener provisions throughout contract
- General clean-up language important for proper contract implementation

On November 10, 2025, the civilian members voted favorably in support of the tentative Collective Bargaining Agreement (CBA).

It is the recommendation of the Village administration that the Commission vote to approve and adopt the FOP Civilian Collective Bargaining Agreement.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Proposed contract is financially compliant with FY 25-26 adopted budget.

PERSONNEL IMPACT
Civilian Personnel - FOP

ATTACHMENTS
Resolution Approving CBA - Civilian.DOCX
FOPA TA Civilian Personnel 11.7.25 clean version.DOCX

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE FLORIDA STATE LODGE 81 FRATERNAL ORDER OF POLICE INC. FOR CIVILIAN PERSONNEL; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida State Lodge 81, Fraternal Order of Police Inc. ("FOPA") represents a bargaining unit consisting of North Bay Village's (the "Village") civilian personnel (the "Civilian Union"); and

WHEREAS, the Village and FOPA previously entered into a three (3) year Collective Bargaining Agreement that was effective from October 1, 2022 through September 30, 2025, which governed the terms and conditions of employment for FOPA bargaining unit members; and

WHEREAS, the Village and FOPA have engaged in negotiations and have reached an agreement to enter into a successor Collective Bargaining Agreement covering the period retroactive to October 1, 2025 through September 30, 2028, which is attached hereto as Exhibit "A" (the "CBA"); and

WHEREAS, the Village has confirmed that the majority of the members of the Civilian Union have approved the CBA; and

WHEREAS, the Village Manager recommends that the Village Commission approve the CBA and authorize the Village Manager to execute same; and

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

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approving CBA. That the CBA attached hereto as Exhibit "A" is hereby approved.

Section 3. **Authorization.** That the Village Commission hereby authorizes the Village Manager to execute the CBA.

Section 4. **Implementation.** That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution and the CBA.

Section 5. **Effective Date.** That this Resolution shall be effective immediately adoption.

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

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this _____ day of _____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

AGREEMENT

Between

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE INC.

(FOP- Civilian Personnel)

AND

NORTH BAY VILLAGE, FLORIDA

October 1, 2025 through September 30, 2028

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AGREEMENT

THIS AGREEMENT is entered into between North Bay Village, hereinafter referred to as the Employer, or Village, and the Florida State Lodge, Fraternal Order of Police Inc., herein referred to as the FOP, Union, or Employee. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise and to set forth basic and full agreement between the parties concerning wages, hours and other conditions of employment enumerated herein, There are and shall be no individual arrangements or agreements covering any part or all of this Agreement contrary to the terms provided herein. It is mutually understood and declared to be the public policy of the Employer and the Union to promote harmonious and cooperative relationships between the Employee and the Union and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government.

Whenever a male pronoun is used in this Agreement, it shall be construed to include reference to both sexes.

ARTICLE 1 - RECOGNITION

1.1 Pursuant to and in accordance with all applicable provisions of Part II of Chapter 447, Florida Statutes, the Employer recognizes the FOP as the exclusive collective bargaining representative for the full-time employees included in Certification No. 1850 by the Florida Public Relations Employees Commission, (PERC). The parties agree to promptly file a unit clarification petition requesting PERC define the unit to include the following classifications:

INCLUDED:
Custodian; Maintenance Worker I; Maintenance Worker II; Public Works Lead; Customer Service Specialist; Lead Customer Service Specialist; Police Records Clerk; Public Safety Specialist; Code Enforcement Clerk; Code Enforcement Officer; Accountant; Lead Accountant; Records Specialist; Public Safety Communications Operator

1.2 It is further understood and agreed that the FOP Staff Representative or his designee will be the official spokesman for the FOP in any matter between the FOP and the Employer, only however on the matters which the FOP has authority regarding its membership. The FOP Staff Representative shall designate in writing the name of his designee.

ARTICLE 2 – PAYROLL DEDUCTION AND DUES

2.1 It is the employee's responsibility to pay the Union any dues owed for membership; the employer is not involved with transmitting dues to the union.

2.2 The Union will indemnify, defend and hold the Employer harmless against any claim made, and against any suit instituted against the Employer as the result of any check-off of union dues.

ARTICLE 3-NO STRIKE PROVISION

3.1 The Union and bargaining unit members shall have no right to engage in any strike.

3.2 In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all employees who violate any provision of the law prohibiting strikes may be disciplined, up to and including discharge, by the Village. The only questions that may be raised in any proceeding (grievance, judicial or otherwise) contesting such action is whether the provision prohibiting strikes was violated by the employee to be discharged or otherwise disciplined.

3.3 The circuit courts of this State shall have jurisdiction to enforce the provisions of this Section by ex parte injunction and contempt proceedings, if necessary. This provision, however, does not waive any other remedies, judicial or otherwise, that the Village is entitled to.

ARTICLE 4 – MANAGEMENT SECURITY

4.1 (a) The Union, its representatives, members or any persons acting on their behalf agree that the following "unlawful acts" as defined in Chapter 447, Florida Statutes, are prohibited: 1) Solicitation of public employees during working hours; or 2) Distributing literature during working hours in areas where the work of the public employees is performed.

(b) The circuit court of the state shall have jurisdiction to enforce the provisions of this section by injunction and contempt proceedings if necessary. A public employee who is convicted of a violation of any provision of this section may be discharged or otherwise disciplined by the Employer notwithstanding further provisions of this or any other agreement.

(c) No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this article.

4.2 The Employer and Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The Employer and Union affirm the joint opposition to any discriminatory practices in connection with employment, promotion, training or assignment remembering that the public interest requires full utilization of employees' skills and ability without regard to race, religion, national origin, disability, marital status, age or sex.

4.3 In accordance with Chapter 447, Florida Statutes, employees shall have the right to form, join and participate in or refrain from forming, joining or participating in an employee organization of their own choosing. They shall have the right to be represented by an employee organization of their choosing to negotiate collectively through a certified bargaining agent with the Village in the determination of the terms and conditions of their employment.

ARTICLE 5 - MANAGEMENT RIGHTS

5.1 The employer retains the sole and exclusive right to manage its operations and direct the work of the bargaining unit employees subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement, provided that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions in the above matters have the practical consequence of violating the terms and conditions of this agreement.

ARTICLE 6 - UNION STEWARDS AND UNION REPRESENTATION

6.1 Employees covered by this Agreement will be represented by two (2) stewards including one Chief Steward designated by the Union in writing to management.

6.2 The Union may designate one steward and one alternate steward. A written list of union stewards shall be furnished to the Village prior to the effective date of their assuming duties of office.

6.3 The FOP Staff Representative or his designee will be admitted to the property of the Employer. Union officials, as designated above, shall be able to talk with employees before or after regular working hours, break periods or during the lunch period of said employees on Employer property in areas mutually agreed upon by the Union and the Employer to discuss union business.

6.4 The following sections outline the duties and responsibilities of stewards and recognized union representatives. In those cases which cannot be resolved otherwise, designated union stewards shall be granted reasonable time off, without loss of pay, to settle grievances. Work loss must be minimized. The steward must advise his supervisor of the requirement of such time and secure permission. Such permission will not be unreasonably withheld. Files of the employee as authorized by Chapter 119 of the Florida Statutes, or exempt files as authorized by the employee (in writing), shall be open for investigation by the steward when settling grievances. Union stewards shall not discuss union business during working hours except as provided above. Union stewards shall not conduct any grievance work on premium time (overtime) except in emergency situations occurring during such premium hours that involve suspension or discharge. Supervisor permission shall be given orally to the union steward provided that said oral authorization insures adequate controls of the steward's time; otherwise written permission

shall be required. If it becomes necessary for a union steward to receive written permission, the department will provide a form, which will be used for this purpose. Upon returning to his work assignment, the steward shall report to his immediate supervisor, unless prior consent not to do so has been secured.

6.5 Union stewards shall be employees as designated by the Union, and shall be members of the bargaining unit.

6.6 Union representatives, while on public property and functioning as stewards, are subject to the same rules of the Employer as all other public employees, except as specifically provided in this Agreement.

6.7 Only the Union may file a grievance on behalf of a member of the bargaining unit, a group of members of the bargaining unit or the union itself. The grievance procedure and the arbitration shall be exclusive to the FOP, therefore, subject to sections 447.401 Florida Statutes, or other applicable laws. No bargaining unit member may file a grievance or request arbitration without the written authorization from the Union.

6.8 Employees of the designated bargaining unit shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, and to express or communicate any view, grievance, complaint or opinion, within the bounds of good taste related to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discrimination, or reprisal. There shall be no restraint, discrimination, intimidation, or reprisal against any employee because of that employee's membership or lack of membership in the Union or by virtue of his holding office or not holding office in the Union. This provision shall be applied to all employees by the Employer and the Union.

6.9 All stewards have productive work to perform as assigned by the Employer. The parties

agree that each will cooperate with the other in reducing to a minimum the actual time spent by union representatives in investigating, presenting, and adjusting grievances or disputes.

ARTICLE 7 - PROBATIONARY EMPLOYEES

7.1 All employees shall be classified as probationary employees for the first twelve (12) months of continuous uninterrupted employment. The probationary period shall apply for all employees in a new job classification. The Village Manager has the discretion to extend the probationary period an additional three (3) months and shall notify said employee in writing - in advance of said extension and state the reason for such extension. Except in the case of a transfer or promotion to a new position, the Employer may terminate a new-hire probationary employee with or without cause. Such decision to terminate shall not be subject to the grievance or arbitration procedures of this collective bargaining agreement nor any civil service appeal. Provisions as to seniority shall not apply to probationary employees; rather seniority shall date back to the time of hire after an employee has successfully completed his probationary period. If more than one (1) employee is hired on the same day, seniority shall be determined by date and time of the submittal of the employment application with the earliest date and time for the application having the most seniority.

ARTICLE 8 - RULES AND REGULATIONS

8.1 The Village will provide the Union with copies of any work rules and/or policies which the Village has created, amended, or deleted, which pertain to members of the bargaining unit within a reasonable time after creation, amendment, or deletion.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

9.1 The Employer retains the sole and exclusive right to discipline and discharge employees for just cause. The Employer shall have discretion in determining appropriate disciplinary measures, including but not limited to verbal warnings, written warnings, suspensions, and termination of employment. Any dispute over suspension, discharge, or other disciplinary action may be submitted to the grievance procedure as set forth in Article 10.

9.2 Employees covered by this Agreement shall have the right to inspect their official personnel files with three (3) business days' notice at a time agreeable to the Human Resources Director. The employee shall have the right to make duplicate copies of any items in their personnel file, at no cost to the employee. The HR Files for each employee shall be the only official personnel files maintained for each employee.

9.3 Employees shall have the right to add to their personnel records, written refutation of any reprimand, document or information contained therein which is considered by the employee to be derogatory or to contain incorrect or insufficient information, within thirty (30) days of the issuance of the document. Reprimands and formal counseling's shall be removed from their personnel file by the Village and placed in a separate file one (1) year from the date the matter is considered to be final, which shall be the date the matter has been resolved through the grievance process (if applicable). However, such reprimands and/or counseling's may be used in future discipline proceedings and may be subject to public records requests.

9.4 When an employee is questioned by the Employer, the Employer shall advise the employee if the questioning may lead to disciplinary action against him. The employee then has the right to request that a union representative be present at the meeting. When

an employee requests union representation pursuant to this section, and a union representative is not immediately available, the Employer shall postpone the meeting for a reasonable time in order for the employee to obtain union representation. Employees subject to discipline involving loss of compensation shall have the right to a pre-determination hearing in accordance with Florida law. The hearing shall be conducted by the City Manager or designee. The pre-determination hearing shall be informal and conducted prior to final disciplinary action. The employee may request that the appropriate union steward be present at the hearing along with the supervisor who has made the charge. The union steward and the employee shall receive written notice of the charges against the employee twenty-four (24) hours in advance of the hearing. A waiver of hearing shall be attached to the notice and the employee may waive his right to such hearing.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.1 In a mutual effort to provide harmonious working relationship between the parties to this Agreement, it is agreed to and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedures shall cover grievances involving the application or interpretation of this Agreement.

10.2 For the purpose of this Agreement, a grievance is defined as a claim or complaint that an employee or group of employees may have that the Employer has violated a specific provision of this Agreement, provided such specific provision is subject to the grievance and arbitration procedures of this Agreement.

10.3 Time is considered to be of the essence for purposes of this Article. Accordingly, any grievance not submitted or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned and shall be barred, forfeited and foreclosed for all contractual purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered by the Village within the time limits provided below will automatically advance to the next higher step of the grievance procedure. Time limits may be extended only by written mutual consent of the parties. Days in this Article shall be calendar days excluding holidays.

10.4 All grievances must be reduced to writing and must contain the following information:

(a) The specific Article and Section of the Agreement alleged to have been violated by the Employer;

(b) A full statement of the grievance, giving a complete description of the facts and dates and times of the events involved in the alleged violation, and the specific remedy desired by the grievant;

(c) Signature of grievant or FOP Staff Representative and date signed; and,

(d) Designation of the union steward or business agent if the grievant requests union representation.

10.5 Grievances shall be presented in the following manner:

Step 1 – In the event an employee covered by this Agreement believes that there is a basis for a grievance, as that term is defined above, and receives authorization from the Union, he may, within ten (10) business days of the events which gave rise to the alleged grievance, reduce the grievance to writing and submit it to his supervisor outside of the bargaining unit. The grievance shall be signed by the employee or FOP Staff Representative and shall state; (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The supervisor shall, within ten (10) business days after presentation of the grievance, render his decision on the grievance in writing.

Step 2 – If the grievance is not resolved at Step 1, or if no written disposition is made within the Step l time limits, he/she shall have the right to appeal the Step 1 decision to the Department Head or his/her designee within ten (10) business days of the due date of the Step l response. Such appeal must be accompanied by a copy of the original written grievance, and the written decision of the supervisor, together with a signed request from the employee or FOP Staff Representative requesting that the Step 1 decision be reversed or modified. The Department Head or his/her designee shall, within ten (10) business days after the presentation of the grievance, render his/her decision on the grievance in writing to the aggrieved employee and FOP.

Step 3 – If the grievance is not resolved at Step 2, or if no written disposition is made within the Step 2 time limits, he/she shall have the right to appeal the Step 2 decision to the Village Manager or his or her designee within ten (10) business days of the date of the issuance of the Step 2 decision. Such appeal must be accompanied by the filing of a copy of the original written grievance, and the written decision of the Department Head, together with a request form signed by the employee or FOP Staff Representative requesting that the Step 2 decision be reversed or modified. The Village Manager or his/her designee shall conduct a meeting with the grievant and his/her FOP Staff Representative, if needed. The Village Manager or his/her designee shall, within fifteen (15) business days, render his/her decision in writing to the aggrieved employee and the FOP Staff Representative.

10.6 In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, either party may request that the grievance be submitted to arbitration within ten (10) business days after the Village Manager renders a written decision on the grievance. The arbitrator may be an impartial person mutually agreed upon by and between the parties. If a neutral is not mutually agreed upon, the party requesting arbitration shall request the Federal Mediation and Conciliation Service (FMCS) to furnish a metropolitan panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh (7th), which will give a neutral or impartial arbitrator. In all cases, the party requesting arbitration will strike first. Each party may reject two (2) panels. In the event FMCS is unable to furnish arbitrator panels, the parties agree to utilize the services of the American Arbitration Association (AAA) with the same provisions provided herein.

10.7 Consistent with the provisions of the Florida Public Employees Relations Act, Chapter 447, et seq., it is mutually acknowledged and agreed that this collective bargaining agreement shall be administered within the amounts appropriated by the Village for funding of the items contained herein. Accordingly, and notwithstanding any other provision of this collective bargaining agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision or law, statute, ordinance, resolution, rule or regulation or provision of law, statute, ordinance, resolution, rule or regulation or provision of this collective bargaining agreement to result in, obligate, or cause the Village to have or bear any expense, debt, cost, or liability which would result, directly or indirectly, in the Village exceeding the amounts initially appropriated and approved by the Village for funding of the items contained in this collective bargaining agreement. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

10.8 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question, which is presented to him, which question must be actual and existing. The burden of proving his grievance by a preponderance of the evidence (i.e., proving by a preponderance standard that a specific provision of the agreement was violated) for the interpretation of the language of the contract shall rest with the filing party and discipline shall be with the employer.

10.9 The limitations on the powers of the Arbitrator are as follows:

(a) The Arbitrator shall not have the power to add to, subtract from, or alter the terms of this Agreement;

(b) The Arbitrator shall have no power to establish wage scales, rates for new jobs, or to change any wage;

(c) The Arbitrator shall have only the power to rule on matters arising under this Agreement and is confined exclusively to the question(s) which is presented to him which question(s) must be actual and existing;

10.10 There shall be no appeal from the Arbitrator's decision; it shall be final and binding on the Union and on all bargaining unit employees and on the Employer. The authority and responsibility of the Employer, as provided by Florida law, shall not be usurped in any matter.

10.11 The cost of the Arbitrator's services shall be split by both parties. Each side will pay its own representative and witnesses. The cost of a court reporter and the transcription fee shall be paid by the party requesting the court reporter and/or a transcription of the proceedings.

ARTICLE 11– HOLIDAYS

11.1 The below-listed fifteen (15) paid holidays shall be granted under the following conditions:

January 1	New Year's Day
The third Monday of January	Martin Luther King Day
The third Monday in February	President's Day
The last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
1st Monday of September	Labor Day
November 11	Veteran's Day
The fourth Thursday in November	Thanksgiving Day
The fifth Thursday in November	Day after Thanksgiving Day
December 24	Christmas Eve
December 25	Christmas Day
Three (3) Personal Days	Employee's Choice with Department Approval

11.2 Holiday falls on the employee's regularly scheduled workday:

Employees working on a holiday shall receive double time and a half pay for the hours worked.

11.2.1 Holidays may not be banked.

11.3 Holiday falls on the employee's scheduled day off:

Employees who are not working on a holiday, shall receive straight time pay for the holiday

11.4 Any member of the bargaining unit who is on leave without pay shall be precluded from receiving compensation (in the form of pay or time) for any holiday.

11.5 In order to be eligible for holiday pay the employee must have worked the last scheduled working day immediately prior to the observed holiday and the first regularly scheduled working day immediately after the observed holiday, unless the employee is on paid vacation, military leave, sick leave substantiated by a

doctor's certificate, or other absences excused by the appropriate Department Head.

11.6 Employees who have been assigned holiday work and fail to report for and perform such work without reasonable cause shall not receive pay for the holiday time.

11.7 Those employees who work any schedule other than the normal eight (8) hour day shall have a holiday that conforms to their work schedule

11.8 Personal days will be issued on January 1 and will be allowed to be carried over from year to year to a maximum of 30 days. Upon separation from the Village, any personal days not used will be forfeited. Personal days are not eligible for cash out at any time.

ARTICLE 12 - VACATION LEAVE

12. 1 Upon employment with the Village, vacation leave will begin to accrue immediately and on a bi-weekly basis. If requested and at the Village Manager's ultimate discretion, an employee may be eligible to use up to three (3) days of vacation leave at the completion of six (6) months of employment. After an employee's probationary period (i.e., after one year) has been completed, the employee will then be allowed to use vacation leave when requested and approved by a supervisor. The rate of accrual will change accordingly based on the shift an employee works to coincide with a full day's shift (8, 10, 12 hours). The rate of accrual will also change when the employee reaches certain years of employment (for example, the rate will increase when the employee moves from 14 years to15 years of employment). See chart below for vacation days received per years of service:

At year 1 through 4 years	**10 work days each year**
At year 5 through 14 years	**15 work days each year**
At year 15 years and over	**20 work days each year**

12.2(a) **Public Works Employees**: Vacation leave must be requested and scheduled through the chain of command from December 1st – 15th of the current calendar year for the following calendar year based on department seniority. Any open, unscheduled work day eligible for vacation leave throughout the calendar year shall be requested with preferably a minimum of (2) weeks' notice on a first come first serve basis and will be granted if manpower permits. Seniority will only be considered for these "unscheduled days" if there are two (2) requests with the same submittal date and the time that the request was submitted cannot be determined. If the request was date/time stamped then seniority will not apply and the request with the earliest date/time stamp will be chosen for approval. If there is no

date/time stamp on request then seniority shall be determined by date and time of the submittal of the employment application; with the earliest date and time for the application having the most seniority.

12.2(b) **Public Safety Communications Operators**: Vacation leave must be requested and scheduled through the chain of command during submission of the shift bid. Vacation time will be approved once your shift bid is set. Any open, unscheduled work days eligible for vacation leave throughout the calendar year (even after the shift bid process) shall be requested through the chain of command with a minimum of five (5) days' notice on a first come first serve basis and shall be approved or denied based on coverage. Seniority consideration will be under the same terms as described in section 12.2 (a).

12.3 Annual carryover of vacation leave:

Vacation leave may be carried over annually to no capped amount.

12.4 Banked vacation leave upon termination (either by resignation, voluntary or involuntary termination or death of employee):

Upon departure from employment, vacation leave will be paid at the rate of pay at the time of separation / departure up to a maximum amount of 500 hours.

12.5 The Village agrees to pay out the FRS allowable employee leave time banks up to the maximum of FRS pension contribution limits at the time that the employee enters the DROP or exits employment with the Village.

ARTICLE 13 - LEAVES AND ATTENDANCE (Not Vacation or Sick)

13.1 Employees are required to be in attendance at their work in accordance with administrative regulations and rules. Irregular attendance of any kind and/or tardiness, or failure to record tardiness of absences shall be considered in making efficiency ratings; and when persistently indulged in shall justify removal.

13.2 Employees are required to report absences from duty, not previously arranged, to their department head or a designated superior within one (1) hour before their workday begins, each day such absence occurs. If the absence is expected to be of considerable duration, it shall be reported as specified the first day, together with a statement of approximate length of time such absence is expected to continue. Cases of absences for which compensation is claimed shall be investigated by the Village Manager and the report of a registered physician of his selection may be required, certifying that the employee was unable during the entire absence to perform the duties of his position.

13.3 Employees covered by this agreement shall be entitled to bereavement leave with pay of up to five (5) consecutive work days in the event of death in the employee's immediate family. Immediate family shall be defined as wife, husband, domestic partner, grandparents, parents, children, grandchildren, brothers, sister, fathers-in-law, and mothers-in-law including stepfamily members, or any other relative living in the immediate household. Bereavement leave up to a max of two (2) consecutive work days may (at the discretion of the Village Manager or the Human Resource Director) be granted for the death of a commonly recognized warm blooded employee's pet. Proof of death may be required by the Village Manager or the Human Resource Director.

13.4 Bereavement leave shall not be charged to sick leave or annual leave.

13.5 Unpaid leave may be granted to an employee upon request and upon recommendation and approval by the Department Director with final approval by the Village Manager for a period not to exceed six (6) calendar months. Said request must be made in writing with at least fifteen (15) days in advance of said leave and processed through the Chain of Command. Unpaid leave may be requested by an employee to receive professional or technical training which will improve his work upon return to service, or because of the employee's extended illness or non-job-related disability. Maternity/Paternity leave shall be treated the same as any other extended illness or non-job-related disability. Leave accommodations under the Pregnant Worker's Fairness Act (PWFA) may run congruently with FMLA.

13.6 An employee who is a member of the National Guard or the Military Reserve Forces of the United States and who is ordered by the appropriate authorities to attend the prescribed training program or to perform other duties, shall be granted a leave of absence with pay as required by Florida Statutes. Said employee must provide to the Human Resource Director a copy of the orders issued by the Military.

13.7 Any employee on a non-paid leave of absence will reimburse the Village for life and health insurance premium contributions or any other fringe benefit expense incurred on his behalf. Any employee who is on a duly authorized paid leave of absence shall continue to maintain all benefits including seniority, longevity, health and time accrual benefits.

ARTICLE 14 - SICK & COMPENSATORY LEAVE

14.1 Sick leave shall be granted to employees for absences because of personal illness or physical disability resulting in the incapacity of the employee to perform the regular duties of his position and not arising from a service-connected injury or accident. Sick leave shall also be used for purposes of caring for the "immediate family" as described in Article 13.3 of this agreement.

14.2 Chronic Sick Designation- Four or more incidents in a six-month period or eight or more incidents in a twelve-month period without any medical documentation for the incidents may result in an employee being designated "Chronic Sick". Sick leave incidents shall not include sick leave used in connection with FMLA & short/long term disability. An incident is defined as one or more days per sick occurrence.

Chronic Sick designation may cause the following regulation to be enforced:

- Negative impact of the employee's performance records.
- Elimination of discretionary overtime and work assignments for 90 days upon the first chronic sick designation. An additional 8-month curtailment of overtime upon second/additional chronic sick designation.
- Record of Chronic Sick designation will be placed in personnel file.
- Chronic Sick designation may be considered when member is being considered for promotions and positions.
- Member is subject to medical evaluation to determine fitness for duty by Village chosen physician.

14.3 When an employee is absent from work for three (3) or more consecutive work days, the employee may be required (upon request by his or her supervisor or the Human Resources

Director) to provide proof of illness / injury.

14.4 An employee using sick time for an absence from work may not work at another job during the duration of the absence.

14.5 Sick leave is accrued bi-weekly. Rate of accrual granted will depend on the shift employee works (8, 10 or 12 hour shift); totaling up to twelve (12) days per year.

14.6 Sick leave Accumulation:

Employees can accumulate sick leave hours with no cap.

14.7 Banked sick leave when employment ceases:

Employees will be paid up to a maximum of 960 hours at their current straight time rate of pay regardless of how many hours they have accumulated in their sick bank. Any employee with less than five (5) years of full-time employment with the Village will not be paid for banked sick time when employment ceases.

14.8 Sick leave requested by an employee may be verified by the employee's supervisor; The Village Manager may require an employee utilizing sick leave to present a written doctor's statement authenticating the necessity for the use of sick leave. If the doctor's statement is requested, the Village will be responsible for payment of any charge for such statement not covered by health insurance.

14.9 An employee on sick leave during a holiday will be paid for the straight holiday hours only (i.e.; 8 hours) and will not be deducted sick time from their sick bank.

ARTICLE 15 - WORK EQUIPMENT

15.1 Employees who are required to wear a Village issued uniform, are expected to be in a clean work uniform every day and should notify their supervisor in advance or any uniform replacements needed due to wear and tear.

15.2 Employees will be provided with a shoe stipend of three hundred dollars ($300.00) annually (by November 1st of each year) for the purchase of steel toe work boots (if in Public Works Department) or general work shoes for members of other departments.

15.3 Employees who are provided a cell phone for use during working hours, are required to be responsive and answer their Village phone calls and emails during working hours in order to facilitate working communications with their fellow co-workers and supervisors.

15.4 Employees who are provided a work vehicle are expected to notify their supervisor of any maintenance issues needed on the vehicle in order to preserve the vehicles functionality. The supervisor will regularly inspect the vehicle to ensure that the employee is taking care of the vehicle, if the supervisor finds that an employee's assigned vehicle is neglected and messy, use of the vehicle to that employee may be prohibited. Employees driving a Village vehicle are to refrain from un-safe driving practices in accordance with all Village, State and Local laws regarding the operation of a motor vehicles. Excessive on the job driving accidents of which the employee is at fault, may be subject to discipline.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.1 The Village maintains the management right, at their exclusive discretion, to implement, change and/or discontinue schedules based on eight (8) hour shifts, ten (10) hour shifts, and/or twelve (12) hour shifts for some or all employees, The Union understands and agrees that such a decision shall not be subject to grievance or arbitration or challenge/appeal in any other forum.

16.2 Regardless of whether an employee works eight (8) hour shifts, ten (10) hour shifts, or twelve (12) hour shifts, overtime will be paid at time and one-half the regular rate of pay for each hour worked over forty (40) in a week.

(a) Sick leave taken shall not count towards hours worked for the purpose of computing eligibility for overtime.

(b) All other leave-time taken (ie: vacation, personal) shall count towards hours worked for overtime computation.

16.3 **Police Communications Operators (shifts / differential):** Shift assigned may be at 8, 10 or 12 hours at the discretion of the Chief of Police (see chart below for shift hours). Shift differential will not be tied to the employee but to the hours worked. (i.e. employee regularly assigned to night shift who works a day shift will not receive differential pay for the day shift hours worked).

Shift	Shift & Differential Pay Supplement		
8 hour	7a-3pm (days) **No Shift Diff**	3p-11p (afternoons) **2%**	11p-7a (nights) **4%**

10 hour	7a- 5p (days) **No Shift Diff**	3p-1a (afternoons) **2%**	11p- 9a (nights) **4%**
12 hour	7a-7pm (days) **No Shift Diff**	7p-7a (nights) **4%**	

16.4 An employee who is called to work outside the employee's regular work schedule shall receive call-out pay. Call out pay is a minimum of four (4) hours pay, at time and one half, depending on the employee's actual hours worked in a workweek; provided such work does not immediately precede or immediately extend the employee's regularly assigned work shift. Employees called out more than one (1) time on the same day will receive pay for each call out time unless the call out times overlap.

16.5 On Call Duty

(a) Any employee who is required by the Employer to be on on-call duty will receive standby compensation as provided in this Article.

(b) For the purpose of this Article, an employee is on on-call duty if the employee has been directed to carry an employer furnished mobile telephone so the employee can be reached and be available to return to work. The employee is required to return the call no later than 15 minutes after the employee is contacted and the employee must be available to return to work within a reasonable time. Employees who merely carry a mobile telephone, but who are not required to be available to return to work within a reasonable time if called, are not on call.

(c) The rate of on-call compensation shall be twenty-five dollars ($25.00) for each day on call. On-call pay shall be paid no later than the end of the first pay period after

the pay period in which earned.

(d) Employees may arrange substitution of on-call duty among themselves, provided the substitution is approved in advance by Management.

(e) The Village agreed that employees who are "on-call" may take home a Village vehicle with approval by management.

(f) Employees are authorized to utilize the Village vehicle during their lunch period. Accordingly, they are permitted to operate the Village vehicle outside of the Village limits during this time. However, it shall be the responsibility of the employee to return to the Village in a timely manner.

16.6 Those Public Works Employees who are responsible for the collection and disposal of garbage shall be assigned schedule as determined by their supervisor and shall be on a forty (40) hour work week and not on a task-based schedule.

16.7 All employees covered in this Agreement shall receive a one-hour paid lunch break.

16.8 Employees may at their discretion choose to receive compensatory pay in lieu of overtime pay; up to one hundred and forty-four (144) hours may be placed in a compensatory leave bank by the employee. If an employee has already reached the 144 max hours of compensatory time in their compensatory bank, that employee may not earn new compensatory time until they fall below the 144-hour max. Compensatory time cannot be received in lieu of holiday pay.

ARTICLE 17 - INSURANCE

17.1 The Village will provide major medical and health insurance benefits to the members of the bargaining unit. The Village agrees to pay the entire amount of the premium for the employee coverage; and the Village will pay sixty percent (60%) of the cost for dependency coverage.

17.2 The Village shall provide a minimum of $150,000 life insurance coverage for each member of the bargaining unit during the term of employment. If during the term of employment, the insurable amount of the employee is reduced due to age, the Village will provide a supplement to the employee to make them whole up to the $150,000 either by obtaining a private insurance or through self-insurance.

17.3 The parties agree to continue to explore the needs for any changes of insurance carrier giving the employees the option of utilizing the major medical and health insurance benefits provided by the Village or through the Union. The Village Manager's decision on these issues shall be final.

ARTICLE 18 - SAFETY AND HEALTH

18.1 The Employer and the Union agree that they will conform to all laws relating to safety, health, sanitation and working conditions as detailed in the Village's Policies and Procedures Manual. The Employer and the Union will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.

18.2 Safety practices may be improved upon from time to time by the Employer and upon recommendations of the Employer and the Union. Protective devices, apparel, and equipment, when provided by the Employer must be used and any failure to obey safety regulations or to use safety devices may result in disciplinary action, up to and including discharge.

18.3 The Employer agrees to provide hepatitis and tetanus immunization to employees within the bargaining unit subject to the approval of the appropriate Department Head. Employees who do not wish to receive the hepatitis and/or tetanus immunization shots will be required to sign a refusal waiver to this effect.

ARTICLE 19 - BULLETIN BOARDS

19.1 The Union shall be permitted to use space on bulletin boards at work reporting locations where employees covered by this Agreement work.

19.2 The Union agrees it shall use the space on the bulletin board provided for herein only for the following purposes; notices of union meetings, notices of internal elections for union offices, reports of union committees, policies of the Union, recreation and social affairs.

ARTICLE 20-CASH OUT

20.1 Cash out requests that have been fully approved in fiscal year 24-25 for payment in fiscal year 25-26 will adhere to the provisions listed in this Article. Employees will not be eligible to requests regular cash outs in fiscal years 25-26, 26-27, nor 27-28. Requests for emergency cash outs will be considered on a case by case basis and approval of emergency cash out is not guaranteed.

ARTICLE 1 REGULAR CASH OUTS				
Type of Time	Max Annual Hours	Request by	Paid	Justification
Vacation time	80 max cash out (must maintain a post cash out bank at a minimum of 100 hours)	June 1	Oct/Nov of following fiscal year	No Justification needed
Sick time	80 max (must have a minimum of 500 hours in bank to be eligible)	June 1	Oct/Nov of following fiscal year	No Justification needed
Compensatory Time	84 hour max	Anytime	Anytime	No Justification needed
Holiday Compensatory Time	40 hour max	June 1	Oct/Nov of following fiscal year	No Justification needed
Personal Time	Not eligible for cash out	X	X	X
ARTICLE 2 EMERGENCY CASH OUTS				
Type of Time	Max Annual Hours	Request by	Paid	Justification
Vacation , Sick & Comp time allowed	Two paycheck totals (160 hours for 8 or 10 hour shift employees & 168 hours for	Anytime	Anytime	Medical Emergency for an immediate family member (spouse,

	12 hour shift employees) (from a combination from any of the vacation, sick or comp banks)			domestic partner, child, grandchild, grandparent, parent or pet) OR Any reason other than medical emergency, has to be approved through chain of command with appropriate documentation & at final discretion & final approval by Village Manager, not subject to past practice or precedent)

ARTICLE 21 - EDUCATIONAL ASSISTANCE

21.1 The Village, in its efforts to encourage its bargaining unit members to acquire a greater knowledge of the more complex areas pertaining to their field of work, agrees to bear the cost of tuition and tests for specialized educational courses to better equip the employee for the performance of the particular job and/or position in which they are employed. Maximum educational reimbursement shall be four thousand dollars ($4,000.00) per individual per fiscal year, as follows:

Final Grade	Percentage Reimbursed
A	100%
B	80%
C	70%

21.2 Applications for Educational Assistance can be obtained in the Human Resource Office. Each application is subject to the approval of the Human Resource Director and the Village Manager prior to said course starting. To qualify for this assistance, courses must be relevant to the Village job function.

21.3 Reimbursement as outlined in Subsection 1 (above) shall be made, provided the course has been successfully completed.

21.4 Employees utilizing educational assistance must remain with the Village for a period of at least two (2) years following completion of the reimbursed course, or that employee shall reimburse the Village one hundred percent (100%) of the educational reimbursement. The Village may recoup the educational reimbursement from the employee's final pay.

ARTICLE 22 – COMPENSATION

22.1 A new pay grade (6) and new step (8) has been added to the pay scale for the bargaining unit employees. All Employees in the bargaining unit will be placed on the new pay plan effective October 1, 2025.

22.2 LONGEVITY: Permanent employees who are not funded by the General Fund shall receive longevity according to the following schedule:

At year 3,4,5	**$500/yr.**
At year 6,7,8,9,	**$1,000/yr.**
At year 10 and over	**$1500/yr.**

Longevity payments shall be made on an employee's full-time anniversary date of hire and in a lump sum.

22.3 The parties agree to reopen Article 22.2 for the purpose of negotiating longevity pay for employees funded by the General Fund for the fiscal years 2026-2027 and 2027-2028. Request to reopen shall be made in writing no later than two (2) weeks after the Village receives their certification of taxable value.

22.4 Merit and COLA:

Merit & Cost of Living (COLA) wage increases in this Agreement shall be as follows:

A. **MERIT:** Employees covered under this agreement shall be eligible to receive, upon satisfactory merit evaluation, on the anniversary date of their current classification, a 5% (equal to 1 step) performance based merit increase until the maximum step in the corresponding pay grade is achieved. An employee who does not receive a successful merit evaluation will remain at their current step until achieving a satisfactory rating in the next

year's merit evaluation. An employee who is topped out in his/her pay grade is not eligible for any further merit increases.

Fiscal Year 2025-2026 (General Fund Funded Employees): Employees in this category will not receive a MERIT increase for FY 25-26.

Fiscal Year 2025-2026 (Non-General Fund Funded Employees): Employees covered under this agreement shall receive a 5% performance-based MERIT increase on their anniversary date.

22.4.A.1 The Parties agree to reopen Article 22.4.A. for the purpose of negotiating MERIT increases for General Fund and Non-General Fund employees for the fiscal years 2026-2027 and 2027-2028. Request to reopen shall be made in writing no later than two (2) weeks after the Village receives their certification of taxable value.

B. COLA (Cost of Living Increase):

Fiscal Year 2025-2026 (General Fund Funded Employees): Employees in this category will not receive a COLA increase for FY 25-26.

Fiscal Year 2025-2026 (Non-General Fund Funded Employees): Employees covered under this agreement shall receive a 3% Cost of Living increase effective October 1 of the fiscal year. The FY 25-26 pay plan has been adjusted for equity and an additional step has been added to all pay grades.

22.4.B.1 The Parties agree to reopen Article 22.4.B for the purpose of negotiating COLA increases for General Fund and Non-General Fund employees for the fiscal years 2026-2027 and 2027-2028. Request to reopen shall be made in writing no later than two (2) weeks after the Village receives their certification of taxable value.

22.5 Initial appointment to any position shall normally be made at the entrance rate of pay

established for the position and advancement from the entrance rate to maximum rate shall be merit based within the set pay grade. Upon recommendation from the Department Head, the Village Manager, in his/her sole discretion, may approve the hire of a new employee at a rate of pay above the starting rate of pay.

22.6 Lateral Transfers: When an employee is either recruited to or assigned another job within the same salary grade and with essentially the same job responsibility level, they will remain at their current salary level and salary grade to which they are currently assigned.

22.7 Promotion: A promotion is the advancement of an employee from their current position to another open job, with greater responsibilities, in a higher pay grade. The promotion is based on documented, demonstrable increase in the scope of work. The granting of a different title alone, without a change in pay grade, does not warrant a promotional salary increase.

(a) Salary Adjustment: An employee who receives a promotion to a higher salary grade (either by taking on a new position or the employee's current position is reclassified to a higher salary grade) should receive a salary increase at the time the promotion becomes effective, to at least the minimum of their new pay range. Salaries will not be adjusted or any differential paid for any additional certifications or licenses received or already held while employed (i.e. CDL license).

22.8 Demotion: Demotions are defined as reductions in job duties and responsibilities that result in a salary grade reduction.

(a) When an employee is demoted to his former class during the probationary period following a promotion, his pay shall be restored to the rate in effect prior to the

promotion, as though a promotion had not been granted. In the event an employee is demoted during his probationary period, he shall be eligible for any increases he normally would have received had he not been promoted.

(b) A permanent employee, when demoted for cause, shall have his rate of pay in the lower class set by the Employer. His adjusted rate of pay shall be no lower than his pay status in that class prior to promotion.

(c) Should the demotion be the result of non-disciplinary action (e.g., a reduction in force), the demoted employee shall receive the rate in the lower position pay grade, which provides the smallest possible decrease in pay. Employees demoted for non-disciplinary reasons shall if possible be reassigned to other duties commensurate with his/her qualifications for the position. The Employer will make a reasonable effort to reassign the employee in accord with the provisions in this section.

22.9 Any employee covered by this Agreement who is required by the appropriate Department Head or his designee to perform duties that are of a higher pay grade than their assigned pay grade will receive a 5% pay differential if they are required to perform those duties for at least one full work day (out of class will not be provided for hours worked less than one full work day).

22.10 Those employees required to perform other duties that are associated with a pay grade lower than their assigned pay grade will not receive any differential pay for the duties performed for the lower pay grade's position. All public works employees are expected to contribute to the cleanliness and organization of the public works yard and surrounding areas. Any work required of any employee for general organization and cleanliness of the Public Works facilities is not considered a job that is not part of their job description.

22.11 A Police Communications Operator employee may be eligible (if approved by the department director) to receive a $60 bi-weekly pay supplement if they are assigned duties to train a new dispatch employee.

ARTICLE 23 - ALCOHOL AND DRUG TESTING

23.1 The Village and the Union recognize that employee substance and alcohol abuse may have an adverse impact on Village government, departmental operations, the image of Village employees, and the general health, welfare and safety of the employees and the general public at large. Therefore, the parties agree that the Department Director shall have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug, steroids, performance enhancing drugs or alcohol. The Village may utilize urine and possibly blood,-samples for any of the testing performed. Testing for alcohol shall be by breath testing unless the employee is or claims to be unable to provide an adequate sample; in such a case, a blood test will be performed. Any refusal by an employee to consent to the blood test will result in a positive result.

23.2 The Village has the absolute right to randomly test any bargaining unit member for the existence of alcohol, illegal drugs, performance-enhancing drugs or other controlled substances. The selection of an employee for random testing shall be made by a scientifically valid method, such as a random number table, or a computer based random number generator that is matched with employees' payroll identification numbers or other comparable identification number. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made.

23.3 The Village has the absolute right to test any bargaining unit member for the existence of alcohol, illegal drugs, steroids, performance enhancing drugs or other controlled substances "post incident," e.g.: if the employee is involved in a vehicular crash that results in, (1) a fatality, (2) the crash is non-fatal but results in injuries which require the transportation of an injured person (could be the employee themselves) to a medical

facility or, (3) if there is significant property damage as a result of the crash. The testing should be performed as soon after the incident as possible.

23.4 The Village requires all employees to submit to post accident drug testing no later than 24 hours after a job related accident. When a job related accident occurs, drug testing will be conducted when: (1) the accident results in a fatality; or (2) the accident is non-fatal, but results in severe injuries which require the transportation of an injured person to a medical facility or if a vehicle that is involved in the accident incurs disabling damage that requires towing from the site.

23.5 In addition, the Village may require an employee to submit to such a test if the employee's immediate supervisor and the Village Manager or his designee have a reasonable belief that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the Village's Personnel Rules, or Departmental Rules and Regulations regarding the use of such substances. Reasonable belief includes, but is not limited to, the following:

a. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug, controlled substance or alcohol;

b. Abnormal conduct or erratic behavior while at work or a general deterioration in work performance;

c. A report of an employee using drugs, controlled substances or alcohol, provided by a reliable and credible source;

d. Evidence that an individual has tampered with a test administered under this Article during his employment with the Village;

e. Information that an employee has caused, or contributed to, an accident while at work, or has suffered an injury on-the-job; or

f. Evidence that an employee is using, consuming, possessing, soliciting, buying, selling or being under the influence of alcohol, drugs or controlled substances while at work, or has used or consumed drugs or controlled substances (unless

prescribed by a physician) on or off duty, or has used or consumed alcohol on duty.

23.6 It is understood by the parties that the aforementioned authority to require an employee to submit to such testing must be approved by the Village Manager, if available, or his designee within the Department or Village. It is also understood and agreed that the tests conducted under this Article shall be administered in a purely employment context only as part of the Village's legitimate inquiry into the use of any controlled substance, narcotic drug, steroids, performance enhancing drugs or alcohol by its employees.

23.7 An employee required to submit to a mandatory test for the presence of alcohol, steroids, performance enhancing drugs or illegal drugs shall be entitled to have a Union or other employee representative present when the breath analysis is conducted or the urine specimen is obtained. However, it is agreed and understood that the breath analysis test will not be delayed longer than one (1) hour in circumstances where an employee requests to have their Union representative present when a breath analysis is conducted or urine specimen is requested.

23.8 All tests, except for breath tests, shall be analyzed in medical laboratories mutually agreed to by the Village and the Union, using recognized technologies. In the event an employee's test results are positive, a second test, utilizing a comparable recognized testing method shall be conducted on the same specimen to verify the initial test results. The current State of Florida standard for Breath Alcohol Testing satisfies this requirement. Copies of the test results shall be made available to the employee, upon the employee's request, as soon as possible after the Human Resources Department receives the results of the testing from the laboratory. Additionally, upon request, the employee shall be given a sample of the specimen tested. The results of such tests may result in

referral for rehabilitation or counseling or, where appropriate, disciplinary action, up to and including dismissal in accordance with the applicable provisions of the Village Code, the Village Personnel Rules, and/or the Departmental Rules and Regulations, the employee may grieve the discipline through the contract grievance procedure.

23.9 The parties agree that any employee refusing to submit to toxicology, alcohol, steroid, performance enhancing drug testing conducted in accordance with the provisions of this Article may result in disciplinary action being taken against the employee up to and including dismissal.

ARTICLE 24–SENIORITY

24.1 Seniority shall be defined as the length of continuous full-time employment with the Employer. Seniority shall be acquired by a full-time employee after satisfactory completion of a twelve (12) month probationary period, at which time seniority shall be retroactive to the first day of employment. If the employee is hired on the same date, seniority will be determined by the date of the submission of the employee's employment application. If more than one (1) employee is hired on the same day, seniority shall be determined by date and time of the submittal of the employment application with the earliest date and time for the application having the most seniority. In the event of a lay-off or reduction in force, employees shall be laid off in the inverse order of seniority within job classes. Seniority shall accumulate during periods of approved leave of absence where the employee remains in a pay status. Seniority shall be broken when an employee:

(a) Resigns or is suspended.
(b) Is discharged for just cause.
(c) Exceeds an authorized leave of absence.

ARTICLE 25 - JOB QUALIFICATIONS AND PROMOTIONS

25.1 Whenever a job opening occurs, other than a temporary opening, any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted at least five (5) calendar days in advance on all appropriate bulletin boards. A copy of the notices of job openings will be given to the appropriate union steward at the time of posting for posting on all other authorized bulletin boards.

25.2 For the purpose of this Agreement, a vacancy shall be defined as an opening within a classification included in the bargaining unit (Exhibit A) for which funds have been appropriated.

25.3 Whenever a vacancy is posted, employees desiring to be considered for such vacancy shall make written application for the position on a Village Employment Application no later than the date and time indicated as the closing date/time set forth on the posted vacancy announcement. All bargaining unit applicants shall be interviewed prior to filling the vacancy, however the Village may fill the vacancy with an outside applicant.

25.4 Nothing in this Article shall be construed as precluding employees within the bargaining unit from applying for other vacant positions within the Village.

ARTICLE 26 - SEVERABILITY

26.1 In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction such decision shall apply to the specific Article, Section or portion thereof specified in the court's decision; and upon issuance of such decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 27 – ENTIRE AGREEMENT

27.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the same time they negotiated or signed this Agreement.

ARTICLE 28 – RE-OPENER

Either party shall have the right to reopen this Agreement, by providing written notice, only with respect to Articles 20 and 22 for the purpose of negotiating longevity pay, merit pay, cost of living and cash out of time for the fiscal years 2026-2027 and 2027-2028. The request to re-open will be submitted no later than two (2) weeks after the Village receives their Preliminary Certification of Taxable Values which is expected annually on July 1 and is used to prepare its fiscal budgets and adopt proposed millage rates.

ARTICLE 29 - DURATION OF AGREEMENT

29.1 This Agreement shall commence and become effective upon ratification by the union and the Village except for Article 22.3 (Compensation) which shall be effective October 1, 2025, and shall continue in full force and effect until midnight of the thirtieth day of September 2028. If either party desires to negotiate a successor agreement, it may do so by giving the other party written notice to that effect. If negotiations for a successor agreement extend beyond September 30, 2028, then the provisions of this Agreement will remain in full force and effect until a successor agreement is ratified.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties have caused this agreement to be signed in their respective names and by their respective representatives and have executed this Agreement this _____ day of _____, 2025.

FOR THE VILLAGE:

_____
Frank K. Rollason
Village Manager
North Bay Village

FOR THE UNION:

_____
_____
FOPA Representative

ATTEST:

_____

Jenice Rosado
Human Resources Director
North Bay Village

_____
_____
North Bay Village

Approved as to
Form:

_____
Haydee Sera, Esq.
Village Attorney

EXHIBIT A - JOB TITLES, PAY PLANS

Position	Pay Grade
Custodian	1
Code Enforcement Clerk	2
Maintenance Worker I	2
Maintenance Worker II	3
Customer Service Specialist	4
Public Works Lead	4
Records Specialist	4
Police Records Clerk	4
Public Safety Communications Operator	5
Accountant	5
Lead Accountant	6
Lead Customer Service Specialist	6
Public Safety Specialist	6
Code Enforcement Officer	6

Pay Scales

% of COLA-FY 25-26	3.00%
Merit Step Increase	5.00%

Base Pay Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 1	$ 19.3600	$ 20.3280	$ 21.3444	$ 22.4116	$ 23.5322	$ 24.7088	$ 25.9443	$ 27.2415
Grade 2	$ 20.3300	$ 21.3465	$ 22.4138	$ 23.5345	$ 24.7112	$ 25.9468	$ 27.2441	$ 28.6064
Grade 3	$ 22.4100	$ 23.5305	$ 24.7070	$ 25.9424	$ 27.2395	$ 28.6015	$ 30.0315	$ 31.5331
Grade 4	$ 24.7100	$ 25.9455	$ 27.2428	$ 28.6049	$ 30.0352	$ 31.5369	$ 33.1138	$ 34.7695
Grade 5	$ 25.9400	$ 27.2370	$ 28.5989	$ 30.0288	$ 31.5302	$ 33.1067	$ 34.7621	$ 36.5002
Grade 6	$ 33.1100	$ 34.7655	$ 36.5038	$ 38.3290	$ 40.2454	$ 42.2577	$ 44.3706	$ 46.5891

FY 25-26

FY 25-26 (3% COLA)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 1	$ 19.9408	$ 20.9378	$ 21.9847	$ 23.0840	$ 24.2382	$ 25.4501	$ 26.7226	$ 28.0587
Grade 2	$ 20.9399	$ 21.9869	$ 23.0862	$ 24.2406	$ 25.4526	$ 26.7252	$ 28.0615	$ 29.4645
Grade 3	$ 23.0823	$ 24.2364	$ 25.4482	$ 26.7206	$ 28.0567	$ 29.4595	$ 30.9325	$ 32.4791
Grade 4	$ 25.4513	$ 26.7239	$ 28.0601	$ 29.4631	$ 30.9362	$ 32.4830	$ 34.1072	$ 35.8125
Grade 5	$ 26.7182	$ 28.0541	$ 29.4568	$ 30.9297	$ 32.4761	$ 34.0999	$ 35.8049	$ 37.5952
Grade 6	$ 34.1033	$ 35.8085	$ 37.5989	$ 39.4788	$ 41.4528	$ 43.5254	$ 45.7017	$ 47.9868

First Name	Last Name	Revised Title	Current Rate	Grade & Step Placement on Base Pay Scale 10/1/25	Base Scale Placement Rate	COLA Rate
Aminta	Clinton**	Lead Accountant	44.3700	G6/S7	44.3706	-
John	Acosta	Maintenance Worker II	29.9749	G3/S7	30.0315	30.9325
Marie	Armand**	Police Records Clerk	27.2364	G2/S7	27.2441	-
Felix	Carmenate	Maintenance Worker II	33.0500	G3/S8	MAX-no merit	34.0415
Ismael	Chevalier**	Public Safety Specialist	36.4300	G6/S3	36.5038	-
Scarlet	Cid Cabrera**	Code Enforcement Clerk	25.6600	G2/S6	25.9468	-
Noel	De La Fuente Paz	Maintenance Worker I	22.3700	G2/S3	22.4138	23.0862
William	Ford	Maintenance Worker II	23.5300	G3/S2	23.5305	24.2364
Victoria	Galan	Customer Service Specialist	30.0300	G4/S5	30.0352	30.9362
Daniel	Gonzalez Rodriguez	Maintenance Worker I	21.3000	G2/S2	21.3465	21.9869
Brushun	Howard	Maintenance Lead	31.4135	G4/S6	31.5369	32.4830
Cortney	Lamothe**	Public Safety Communications Operator	29.9700	G5/S4	30.0288	-
Antonio	Millings	Maintenance Worker II	27.1870	G3/S5	27.2395	28.0567
Ulissa	Martinez**	Public Safety Communications Operator	24.7100	G5/S1	25.9400	-
Melissa	Guante**	Public Safety Communications Operator	31.4700	G5/S5	31.5302	-
Maria	Tovar**	Code Enforcement Officer	40.3400	G6/S6	42.2577	-
Anthony	Pierre**	Public Safety Communications Operator	24.7100	G5/S1	25.9400	-
Roberto	Quevedo	Maintenance Worker I	24.6572	G2/S5	24.7112	25.4526
Brian	Velasco	Maintenance Worker II	38.3300	G3/S8	MAX-no merit	39.4799
Terrence	Ward	Maintenance Worker I	24.6600	G2/S5	24.7112	25.4526
Lucien	Jean	Maintenance Worker I	20.2900	G2/S1	20.3300	20.9399
Isaac	Librun**	Accountant	28.0000	G5/S3	28.5989	-
Sean	Rodriguez**	Public Safety Communications Operator	33.0450	G5/S6	33.1067	-
Rodolfo	Santana	Lead Customer Service Specialist	41.3931	G6/S6	42.2577	43.5254

** general fund funded = no cola / no merit

ITEM NO. 11.G

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE FLORIDA STATE LODGE 81, FRATERNAL ORDER OF POLICE INC. FOR POLICE OFFICERS, CORPORALS, SERGEANTS, AND LIEUTENANTS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (DEPUTY VILLAGE MANAGER / HUMAN RESOURCES DIRECTOR, JENICE ROSADO)**

RECOMMENDATION

It is recommended that the Village Commission approve the October 1, 2025 - September 30, 2028, Collective Bargaining Agreement with the Florida State Lodge Fraternal Order of Police Inc. for the Police Department Sworn Personnel.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks approval from the Village Commission to ratify a new Collective Bargaining Agreement (CBA) between the Village and the Florida State Lodge Fraternal Order of Police, Inc., representing sworn personnel of the Police Department.

Village Administration has engaged in negotiations with the Fraternal Order of Police and has reached a tentative agreement on a labor contract covering a period of 3 years, effective from October 1, 2025, through September 30, 2028. The key changes of the agreement are delineated below and are in compliance with the FY 25-26 proposed budget.

The key terms and conditions of the tentative agreement include the following:

- Freeze of Merit, Cost of Living, Longevity for FY 25-26 and re-openers for the duration of the

contract
- Removal of two-tier system (vacation, sick time, take home vehicle)
- Cap on vacation, sick, personal time pay out upon departure
- Addition of 2 holidays - Christmas Eve & Juneteenth but no more banking of holidays
- Addition of Chronic Sick language
- Enhancement and clarification of bereavement provision
- Increase in educational assistance but must pay back if not staying with Village for designated length of time after reimbursement
- Pay plan adjustments for compression
- Addition of new article to address re-opener provisions throughout contract
- General clean-up language important for proper contract implementation

On November 10, 2025, sworn members voted favorably in support of the tentative agreement.

It is the recommendation of the Village administration that the Commission vote to approve and adopt the FOP Police Collective Bargaining Agreement.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
All financial impact has been taken in consideration in the FY 2026 Adopted Budget Proposed contract is financially compliant with FY 25-26 adopted budget

PERSONNEL IMPACT
Police Department

ATTACHMENTS
Resolution Approving CBA - Police.DOCX
FOP TA clean version 11.7.25.DOCX

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE FLORIDA STATE LODGE 81, FRATERNAL ORDER OF POLICE INC. FOR POLICE OFFICERS, CORPORALS, SERGEANTS, AND LIEUTENANTS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida State Lodge 81, Fraternal Order of Police Inc. (the "FOP") represents a bargaining unit consisting of North Bay Village's (the "Village") sworn Police Officers, Corporals, Sergeants, and Lieutenants (the "Police Union"); and

WHEREAS, the Village and FOP previously entered into a three (3) year Collective Bargaining Agreement that was effective from October 1, 2022 through September 30, 2025, which governed the terms and conditions of employment for FOPA bargaining unit members; and

WHEREAS, the Village and FOP have engaged in negotiations and have reached an agreement to enter into a successor Collective Bargaining Agreement covering the period retroactive to October 1, 2025 through September 30, 2028, which is attached hereto as Exhibit "A" (the "CBA"); and

WHEREAS, the Village has confirmed that the majority of the members of the Police Union have approved the CBA; and

WHEREAS, the Village Manager recommends that the Village Commission approve the CBA and authorize the Village Manager to execute same; and

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

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approving CBA. That the CBA attached hereto as Exhibit "A" is hereby approved.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the CBA.

Section 4. **Amending Budget.** That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

Section 5. **Implementation.** That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution and the CBA.

Section 6. **Effective Date.** That this Resolution shall be effective immediately adoption.

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

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this _____ day of _____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

COLLECTIVE BARGAINING AGREEMENT

between the municipality of

NORTH BAY VILLAGE

and the

FLORIDA STATE LODGE 81,

FRATERNAL ORDER OF POLICE

Effective October 1, 2025, through September 30, 2028

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT, herein after also referred to as "Agreement," is entered into by North Bay Village, Florida, hereinafter referred to as the "Village" and the Florida State Lodge, Fraternal Order of Police, Inc. hereinafter referred to as the "Union" for the purpose of promoting harmonious relations between the Village and Union, to establish an orderly and prompt procedure for the resolution of grievances, to insure continuation of normal activities and departmental operations, to settle differences which might arise and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work and all other conditions of employment.

ARTICLE 1 – RECOGNITION

The Village hereby recognizes the Florida State Lodge, Fraternal Order of Police, Inc.(FOP) as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

Certification No. 1704, was issued by the Florida Public Employees Relations Commission (PERC) on September 16th, 2009, and recertified by the Commission on September 27th, 2019, and as a result thereof, the Village recognizes the Union (FOP) as the exclusive collective bargaining representative of all permanent, full time, sworn police personnel at the rank of Police Officer, Police Sergeant, and Police Lieutenant including probationary employees but, excluding all other employees of North Bay Village.

The Parties agree to promptly petition PERC for the inclusion of the Police Corporal classification into the bargaining unit.

ARTICLE 2 - NON-DISCRIMINATION

There shall be no discrimination, interference, restraint, or coercion by the Village or the Union against any employee because of any classification protected by federal, state or local law. All references to employees in this Agreement designate both sexes and wherever the male or female gender may be used it shall be construed to include both male and female employees.

ARTICLE 3 - DUES CHECK-OFF

3.1 Any member of the Union who has submitted a properly executed authorization card or statement to the Village Manager, or their designee, in accordance with a format prescribed or approved by the Village may have their membership dues in the Union deducted from their wages. Dues shall be deducted each pay period, and shall, thereafter, be transmitted to the Union. However, the Village shall have no responsibility or liability for any monies once sent to the Union, nor shall the Village have any responsibility or any liability for the improper deduction of dues. Further, the Union shall hold the Village harmless for non-intentional errors in the administration of the dues deduction system.

3.2 It shall be the responsibility of the Union to notify the Village Manager, or their designee, in writing, of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the Village be required to deduct Union fines, penalties, or assessments from the wage of any member.

3.3 Any member of the Union may, on thirty (30) days written notice to the Village and the Union, request the Village to cease deducting dues from their wages.

ARTICLE 4 - UNION REPRESENTATIVES

4.1 The Village will recognize Union representatives from within the bargaining unit, appointed by the Union, and noticed to management, whose duties shall be to process formal grievances from members of the bargaining unit and represent employees, upon request, at internal investigation interviews.

4.1.1 One such representative will be allowed to accomplish the above-described tasks during on duty time without loss of pay or benefits with permission of the Department. The Union will provide the name of the representative in writing to the Village Manager and copy the Chief of Police within ten (10) business days of said change. Such permission should not be unreasonably withheld.

4.2 One member of the Union's bargaining team will be allowed time off, without loss of pay, to attend sessions which have been scheduled to renegotiate this Agreement.

4.2.1 A Second member of the Union will be allowed to attend the sessions without loss of pay if the attendance of the Second person does not result in overtime expense for the Village. The Second member, prior to the scheduled bargaining meeting date, shall coordinate their schedule and receive approval from their supervisor prior to attending the bargaining session.

4.3 Prior to the commencement of such negotiations, the Union shall seek permission from the Chief of Police regarding which bargaining team members will be allowed such time off.

ARTICLE 5 - SERVICES TO THE UNION

5.1 The Village will furnish the Union with a copy of Police Department Rules and Regulations, and changes pertaining thereto.

5.2 The Village will allow the Union and its representatives reasonable use of a Village meeting facility to conduct Union business when such facility is not in normal use, and upon reasonable notice in the form of a written request to the Village Manager or their designee.

5.3 The Village will furnish the Union with sufficient bulletin board space for Union notices relating to official business of the Union and/or contract administration, in or near the Police Department Squad Room.

5.4 The Village will allow the Union to distribute mail and other communications within Village facilities.

5.5 Upon written request by the Union, the Village will provide, on an annual basis, a complete roster of the bargaining unit, including name, rank, address, telephone number, social security number and current pay scale. The Village will notify the Union, on an as needed basis, within thirty (30) days of permanent changes to an employee's, rank and/or employment status.

ARTICLE 6 - PERSONNEL RECORDS

6.1 Employees covered by this Agreement shall have the right to inspect their official personnel files, with three (3) business days notice, at a time agreeable to the Human Resources Director. The employee shall have the right to make duplicate copies of any items in their personnel file, at no cost to the employee.

6.2 If a public records request is made for an employee file, the employee will be notified that such a request has been made. However, the name of the requestor does not need to be divulged to the employee.

6.3 Employees shall have the right to add to their personnel records written refutation of any document or information contained therein which is considered by the employee to be derogatory or to contain incorrect or insufficient information. Such a written refutation must occur within thirty (30) business days from the date the applicable document or information is placed in the employee's personnel file.

6.4 All personnel records of the employees shall be kept confidential to the extent provided by Chapter 119, Florida Statutes.

6.5 The Union and the Village agree that the names and/or photographs of bargaining unit members may be used in the Village's newsletter, electronic mail, and the website when addressing official investigations, and/or recognizing accomplishments or any other non-derogatory news items. The Village agrees that the names and/or photographs of bargaining unit members shall not be released to the public by the Village without first receiving approval to release such information from the Office of the Chief of Police.

6.6 Except as authorized in paragraph 6.5 above, or as may be mandated by law/judicial process, neither the news media nor any other person will be furnished with the home address,

telephone number, social security number, photograph or Personally Identifiable Information (PII) of any employee or their relatives without the employee's express written consent. Certain employee information is in the public domain/controlled by the employee and the Village cannot be responsible for any of those disclosures.

6.7 Reprimand(s) and formal counseling(s) shall be removed from an employee's personnel file by the Village and placed in a separate file one (1) year from the date the matter is final, which shall be the date the matter has been resolved through the grievance process (if applicable). However, such reprimand(s) and/or counseling(s) may be used in future disciplinary proceedings and may be subject to public records requests.

ARTICLE 7 - BILL OF RIGHTS & RELATED MATTERS

7.1 The Village agrees to abide by the requirements contained in the Law Enforcement Officer's Bill of Rights, as set forth in Section 112 of the Florida Statutes (incorporated by reference), including all subsequent revisions thereto. If there are any conflicts between this Article and the Officer's Bill of Rights, the Bill of Rights will supersede.

7.2 Prior to filing a disciplinary charge which is prompted by a citizen complaint, and if the complainant is identifiable and available to be interviewed, the Village shall obtain a sworn complaint affidavit as to the exact allegations against the officer.

7.3 In the interest of internal security and fairness to the employee under investigation, the Village, insofar as it is legally permissible, agrees to make no conclusionary statements concerning the validity of the allegations under investigation until such time as the investigation has been completed. In the event the employee under investigation, or any organization or person representing the said employee makes a public statement(s) concerning the allegations under investigation, the Village shall have the right to respond in any manner it deems appropriate. Violation of this provision shall not prejudice the Village's right to continue the investigation and action thereunder.

7.4 No employee will be compelled by the Village to speak or testify before, or be questioned by, any non-governmental agency unless under proper subpoena.

7.5 The Village agrees that no retaliatory action will be taken against any employee who exercises the rights provided for in this Article.

7.6 Unfounded letters of complaint from citizens will not be inserted into an officer's personnel records.

7.7 The Charge of "Conduct Unbecoming" will not be used by the Village unless further substantiated by specific charges.

7.8 In the event an employee is under criminal investigation by any criminal justice agency, the Chief of Police will have the option of placing a Professional Compliance investigation involving the same or related conduct in abeyance until the conclusion of the criminal investigation. If such abeyance is instituted, the time shall toll until the criminal investigation is concluded.

7.8.1 The Professional Compliance investigation against such an employee may, at the option of the Chief of Police, remain in abeyance if criminal prosecution is initiated against such an employee. Criminal prosecution is considered "initiated" once an indictment is handed down or a criminal information is filed alleging any criminal conduct.

ARTICLE 8 - SHIFTS AND SHIFT EXCHANGES

8.1 The Village agrees to continue the shift bidding procedure for all employees who hold the ranks of Police Officer, Police Corporal, and Police Sergeant. Shift bids shall occur two times per year. The first shift bid of the year shall occur during the month of February to begin the new shift on the first day of the first pay period in March. The second shift bid shall occur during the month of August to begin the new shift on the first day of the first pay period in September.

8.1.1 Work assignments for Lieutenants and probationary employees of all ranks are at the discretion of the Chief of Police.

8.2 Upon application in writing, via Chain of Command, to the Assistant Chief of Police, employees may exchange shifts, provided that:

a. The shift exchange is between employees of like rank and experience. (i.e.: Corporals can exchange with Officers, if another supervisor is already on duty for the shift(s) in question and the exchange does not generate any cost because of the exchange.

b. A shift exchange request must be submitted at least three (3) calendar days prior to the start of the requested shift exchange for weekday (Monday through Thursday) submissions and, at least, five (5) calendar days prior to the start of the requested shift exchange if the submission is done within a holiday or weekend. The Shift exchange request must be made in writing, signed by both employees and their supervisors and submitted to the Assistant Chief of Police through the chain of command in accordance with the above-stated timeframes.

c. No costs shall be incurred by the Village because of the exchange.

d. The two shifts to be exchanged shall exist in the same pay period.

8.2.1 Approval for shift exchange shall not be unreasonably withheld.

8.2.2 The employees who requested the shift exchange must adhere to the (approved) shift exchange. Employees may be disciplined for not adhering to an approved shift exchange.

8.3 If possible, the Village will notify an Employee at least ten (10) calendar days in advance of any contemplated change in an employee's status (e.g., transfer, reassignment or change in shift). This does not include the placement of an employee on paid Administrative Leave. A Departmental needed change of shift will be done with the following criteria:

a. Request a volunteer to change shift.

b. If no employee(s) volunteer, then a reverse seniority order process will be used.

This process may initiate a trickle-down effect, possibly affecting another officer's existing shift placement.

8.4 Whenever a shift rotation occurs, the Village shall use its best efforts to prevent a member of the bargaining unit being forced to work a contiguous shift. Such shift rotation should be arranged, unless operational necessity dictates otherwise, so that each rotating member of the bargaining unit will have at least six (6) hours off-duty before returning to work.

ARTICLE 9 - VEHICLES AND EQUIPMENT

9.1 The Village will make a good faith effort to maintain police vehicles and equipment in proper working order.

9.2 **Vehicles:** The Village shall, insofar as possible, equip its marked police vehicles with the equipment necessary to perform the functions of Police Patrol. The equipment necessary is determined at the sole discretion of the Police Chief.

9.3 **Firearms:** The Village will provide firearms for On-Duty use and will supply each officer with sufficient ammunition to qualify with their issued firearm(s) (to include at least one preparation session at the range).

9.4 **Cellphone:** If the Village deems it necessary for an officer to perform their work appropriately and more efficiently, the Village may provide the officer with a Village-issued cell phone or cell phone stipend, at the discretion of the Village and subject to change as determined by the Village. If the Village chooses to provide the stipend, Lieutenants and Detectives will receive a $75.00 monthly cell phone stipend while Sergeants and Corporals, and any officers designated by the Chief of Police will receive a $50.00 monthly cell phone stipend.

9.5 **Take-Home Vehicle Program:** All Officers in the Field Training Program or Officers on Administrative Leave shall not be eligible to participate in the Take-Home Vehicle Program.

9.5.1 The utilization of the take home vehicle is primarily intended for portal to portal; however, there are other allowed usages for errands, and other uses as permitted by Department Policy. The personnel covered under this Collective Bargaining Agreement must refer to the Departmental Policies and Procedures manual published in PowerDMS for the rules regarding permitted usage of Take

Home Vehicles. If the Department Policy and Procedure(s) pertaining to Take-Home vehicles needs to be revised, the Village shall notify the FOP and shall permit the FOP to participate in the revision process.

9.5.2 Except as expressly provided by law, injuries sustained by officers driving an assigned vehicle, while off-duty, shall not be considered an On-the-Job Injury.

9.5.3 Take-Home vehicles are only assigned to those employees that have successfully completed the FTO Program and reside in Miami-Dade, Monroe, Broward and Palm Beach counties. Exceptions may be made at the sole discretion of the Chief of Police.

9.5.4 The Village recognizes the value of the Take-Home Vehicle Program through enhanced efficiencies in Officer preparedness, response capabilities and increased vehicle longevity, durability with reduced maintenance. There is no bi-weekly deduction from pay for participation in the Take-home vehicle program.

9.5.5 The Village strongly encourages employees to obtain individual Non-Owned Vehicle Insurance Rider for their take home vehicles. The Insurance Rider should meet the minimum coverage as may be required by Florida Law, and in an amount sufficient to address the employee's specific financial situation and liability protection(s). If the Non-owned Owned Vehicle Insurance Rider is purchased, a copy of the policy shall be provided to both the Human Resource Director and to the office of the Chief of Police. New copies shall be provided upon renewal.

ARTICLE 10 – PROMOTIONS & APPOINTMENTS

10.1 **Sergeants:** The Village will announce promotional examinations for the position of Sergeant at least ninety (90) calendar days in advance of said examination.

10.1.1 Each promotional examination may be made up of multiple components, including but not limited to, a Written Examination; an In-Box, an Assessment Center Process, or other similar testing component(s) that are used in the law enforcement industry, including an oral interview panel. Each promotional examination may also include an oral interview with the Police Chief.

10.1.2 The Passing Score for the promotional examination will be posted and clearly stated prior to the administration of the examination

10.1.3 The Village will detail the areas which the examination will cover and provide references to the source(s) material(s) from which the examination is drawn. The Village will ensure that such reference material is available and accessible within the South Florida area.

10.1.4 Candidates eligible for promotion will be ranked in the order of their final cumulative score. All candidates shall be notified of their scores. Tie scores shall be broken by, 1st) the candidate's date of full-time employment and 2nd) by the date of their employment application.

10.1.5 Promotions shall be made from the candidates in the top three (3) ranked positions on the list. If the eligibility list has less than three names, the Village shall, at its sole discretion, have the option to promote from the

eligibility list or to declare the list null and void, and announce a new promotional examination in accordance with the provisions of this article.

10.1.6 The Eligibility List will be valid for the period of two (2) years from the date the results are posted, subject to the exception provided for in item 10.1.5.

10.1.7 When an Eligibility List is active, and a budgeted vacancy develops, the Village will fill the vacancy within thirty (30) calendar days.

10.1.8 When a new promotional examination is given, all eligible employees who wish to be on the new eligibility list must take the new examination. Employees will not be placed on the new list because of scores achieved from a previous promotional examination.

10.1.9 Eligibility for the Sergeant's Examination shall be restricted to non-probationary Police Officers and Corporals with a minimum of four (4) years of continuous, full-time service, as a sworn law enforcement officer with North Bay Village. The employee must not have been the subject of a disciplinary suspension or demotion for the 12 months immediately preceding application for promotion.

10.1.10 Personnel taking the Sergeant's Examination shall receive one-half (1/2) seniority point for each year of department service over the minimum requirement for eligibility - up to a maximum of five (5) points. Seniority points can only be added to a passing score; they cannot be used to achieve a passing score.

10.2 **Lieutenants:** The position of Lieutenant is appointed at the discretion of the Chief of Police. All individuals appointed as Lieutenant will remain bargaining unit members. Personnel appointed to the position/rank of Lieutenant shall be remunerated in accordance with the terms of Article 24 – COMPENSATION (see pay-plan attached hereto as Appendix A).

10.2.1 Upon successful completion of a probationary period, the Village shall grant the employee permanent Lieutenant status. An employee granted permanent Lieutenant status will retain Lieutenant status for the duration of their job assignment (ie: a Patrol Lieutenant is not guaranteed Lieutenant status should they accept a position in Criminal Investigations or another non-patrol function).

10.2.2 Lieutenants who obtain permanent status may not have their position removed (absent a transfer/change of assignment) without just cause. Once permanent status is granted, (absent a transfer/change of assignment) removal from the position of Lieutenant will be subject to the Grievance and Arbitration Procedure under Article 13 of this agreement.

10.2.3 Lieutenants who are removed from their appointments under this article may revert to the previous rank from which they were appointed. Any demotions of this nature may affect other personnel in the Department through bumping rights.

10.3 Any employee in the classified service of Corporal, Sergeant or Lieutenant that is appointed or assigned to another position that is not in the classified service and is removed from such unclassified position for any reason other than misconduct/just cause shall be allowed to

return to the highest job classification previously held in the classified service. Any demotions of this nature may affect other officers in the Department through bumping rights.

10.4 **Corporals:** The position of Corporal is an appointment made at the discretion of the Chief of Police. All individuals appointed to this position will remain bargaining unit members. Personnel appointed to the position/rank of Corporal shall be provided with a 4% pay increase.

10.4.1 Upon successful completion of a probationary period, the Village shall grant the employee permanent Corporal status. An employee granted permanent Corporal status will retain Corporal status for the duration of their job assignment (i.e.: a Patrol Corporal is not guaranteed Corporal status should they accept a position as a Detective or other non-patrol function).

10.4.2 Corporals who obtain permanent status may not have their position removed (absent a transfer/change of assignment) without just cause. Once permanent status is granted, removal from the position of Corporal (absent a transfer/change of assignment) will be subject to the Grievance and Arbitration Procedure under Article 13 of this agreement.

10.4.3 Corporals who are removed from their appointments under this article may revert to the previous rank from which they were appointed. Any demotions of this nature may affect other personnel in the Department through bumping rights.

10.5 All personnel promoted/appointed pursuant to the provisions of this article shall complete a minimum of a twelve (12) month probationary period.

10.5.1 Personnel removed from their position during the probationary period shall not be subject to grievance or arbitration under Article 13.

10.6 Personnel promoted/appointed pursuant to the provisions of this article will receive appropriate formal training during their probationary period in a recognized training program.

ARTICLE 11 – TRAINING

11.1 The Village agrees that employees should be fully informed and kept current on all laws, ordinances, Village and Police Department policies and procedures and industry best practices that are applicable to, and may have an impact on, the law enforcement profession. Therefore, PowerDMS will be used to distribute new information and pertinent material. Additional pertinent information may also be transmitted via official media including, but not limited to, email, flyers and direct training. In addition to the foregoing, all Police Department employees shall have a continuing duty to keep themselves informed as to all Departmental rules, policies, procedures, laws and ordinances and other matters and information relevant to their job performance.

11.2 The Village shall provide at least forty (40) hours of training every four (4) years during duty hours, for the purpose of improving the performance of employees. Such training will comply with requirements set by the Florida Criminal Justice Standards and Training Commission.

11.3 The Village shall provide weapons (including firearms) training for all employees. This training is in addition to the training provided under paragraph 11.2. The Department will make every reasonable effort to facilitate an employee attending weapons training during normal working hours. In the event the Department is unable to schedule an employee to attend weapons training during their normal working hours, the employee shall be required to attend the training during their off-duty hours and shall be compensated in accordance with the hours and overtime provisions contained herein.

11.4 Where the Department requires an employee to attend training, the Department will make every reasonable effort to facilitate the employee attending such training during their normal working hours. In the event the Department is unable to schedule the employee to attend such

training during their normal working hours, the employee shall be required to attend such training during their off-duty hours and shall be compensated in accordance with the Hours and Overtime provisions herein.

11.5 If an employee wants to request training, their request must be made through the chain of command with final approval provided by the Chief of Police or designee. The employee will be compensated for any approved training request, in accordance with Village and Department policy.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

12.1 Non-probationary employees shall not be dismissed or disciplined in a manner resulting in loss of pay or benefits except for just cause.

12.1.1 Employees may appeal against such an action by filing a written grievance with the Chief as is provided in Article 13.

12.2 There shall be no right to arbitrate discipline if it is in the form of Written Reprimand.

12.2.1 In cases of Written Reprimand, the final authority to determine the merits of the grievance rests with the Village Manager. If an employee appealing a Written Reprimand requests a due process hearing before the Human Resource Director or their designee, the request shall be granted.

12.3 Members of the bargaining unit shall be excluded, for the duration of their probationary period, from any right of review under the provisions of this Article or the grievance/arbitration procedures of Article 13 for any matter.

12.3.1 Members appointed / promoted to the rank of Corporal, Sergeant or Lieutenant shall be excluded, for the duration of their probationary period, from any right of review under the provisions of this Article or the grievance/arbitration procedures of Article 13 for any matter concerning their failure to successfully complete their probationary period.

ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE

The following grievance and arbitration procedure shall cover matters bearing upon discipline or discharge (except as otherwise provided in Article 12), and any specific matter(s) arising from an alleged violation of the application or interpretation of this Agreement. This is the only grievance procedure that can be utilized by an employee covered by this Agreement.

13.1 Only the Union may file a Grievance.

13.2 A Grievance may be filed on behalf of a member of the bargaining unit, a group of members of the bargaining unit, or the Union itself.

13.3 The Grievance must be signed by the aggrieved employee or by the Union Representative on their behalf.

13.3.1 In the event a Union Representative signs said grievance, the employee's name will be listed on the grievance; however, a grievance may not be filed on behalf of any employee without the employee's consent.

13.4 This grievance and arbitration procedure shall be exclusive to the FOP, therefore, subject to Section 447.401 Florida Statutes, or other applicable laws, no bargaining unit member may file a grievance, nor request arbitration without the written authorization of the Union.

13.5 All grievances must be processed within the time limits provided unless extended by mutual agreement in writing.

13.5.1 Any grievance not pursued by the employee/Union within the time limits provided will be considered conclusively abandoned.

13.5.2 Any grievance not answered by the Village within the time limits provided automatically advances to the next step of the grievance procedure.

13.6 Any grievance involving discipline or discharge (except as provided in Article 12) shall be filed directly at Step 2 with the Police Chief within ten (10) days (excluding Saturday, Sunday and Holidays) of the written notification of the discipline or discharge. Such disciplinary or discharge grievances shall be thereafter processed in accordance with the provisions of this Article.

13.7 Where a grievance is general in nature, in that it applies to several employees having the same issue, it shall be presented directly at Step 2 but within the time limits provided for the submission of the grievance in Step 1.

13.8 All grievances shall be processed in accordance with the following procedures:

Step 1: File with Supervisor: The aggrieved employee shall discuss the grievance with their supervisor within ten (10) days (excluding Saturday, Sunday and Holidays) of the occurrence or knowledge of the occurrence, which gave rise to the grievance. If the event(s) which gave rise to the grievance occurred at a time when the employee was on any authorized leave, the ten (10) day period shall commence immediately upon the employee's return from such authorized leave. A Union Representative may be present to represent the employee.

- The supervisor shall attempt to correct the problem and/or respond to the employee within ten (10) days (excluding Saturday, Sunday and Holidays).

Step 2: Appeal to the Chief: If the grievance has not been satisfactorily resolved, the aggrieved employee and/or the Union Representative, shall reduce the grievance to writing, on a standard form provided for this purpose, and present the written grievance to the Chief of Police or their designee, within ten (10) days (excluding Saturday,

Sunday and Holidays) from the date of the deadline for the supervisor's response in Step 1.

- The Chief of Police, or their designee, shall meet with the employee and/or the Union Representative within fifteen (15) days (excluding Saturday, Sunday and Holidays).
- The Chief, or their designee, shall respond, in writing, within seven (7) days (excluding Saturday, Sunday and Holidays) from the date of the conclusion of the meeting.

Step 3: Appeal to the Village Manager: If the grievance has not been satisfactorily resolved in Step 2, the employee/Union Representative may present a written appeal to the Village Manager, or their designee, within ten (10) days (excluding Saturday, Sunday and Holidays) from the date of the deadline for response in Step 2.

- The Village Manager or designee shall then meet with the employee and/or the Union Representative within ten (10) days (excluding Saturday, Sunday and Holidays).
- The Village Manager, or designee, shall then respond in writing within ten (10) days (excluding Saturday, Sunday and Holidays) from the date of the conclusion of the meeting.
- Should the grievant not process the grievance within the above timeframes, the grievance will be null and void and will no longer be qualified to proceed to Arbitration.

Step 4: Request for Arbitration: If a grievance has not been satisfactorily resolved during the above detailed steps of the grievance procedure, the Union may request

arbitration not later than ten (10) days (excluding Saturday, Sunday and Holidays) from the date of the deadline for the Village Manager, or designee's, response in Step 3. The Union must notify the Village Manager, or their designee, of the request for arbitration in writing.

13.9 **Arbitration Process:** In any Arbitration the Village and the Union will attempt to mutually agree on an independent arbitrator.

- If a mutual agreement cannot be reached, either party shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) Arbitrators from a metropolitan panel. If FMCS is unable to furnish arbitrator panels, the Parties agree to utilize the American Arbitration Association (AAA) with the same provisions provided herein.
- A copy of the request and subsequent list of Arbitrators shall, concurrently, be provided to the other party.
- The Village and the Union shall then select an Arbitrator in accordance with the rules of the Federal Mediation and Conciliation Service.

13.9.1 The arbitration shall be conducted under the rules of the Federal Mediation and Conciliation Service within the limitations, terms and conditions of this Article.

13.9.2 Subject to the provisions contained herein, the designated Arbitrator shall have the jurisdiction and authority to decide a grievance, and to enforce compliance with the terms and conditions of their decision and this Agreement.

13.9.3 It is possible that the Village and the Union may be able to agree, in writing, as to a statement of the matter to be arbitrated prior to a hearing.

13.9.3.1 If such an agreement is reached, the Arbitrator shall confine their decision to the matter(s) specified.

13.9.3.2 If the parties fail to agree on a statement of the issue, the Arbitrator shall confine their consideration to the written statement of the grievance as presented in Step 2 of the grievance procedure.

13.9.4 The parties shall evenly split the cost of the impartial arbitrator.

13.9.5 Any party desiring copies of the transcript of such arbitration shall bear that expense.

13.9.6 The Village shall provide the hearing room.

13.9.7 Witnesses are subject to subpoena and if on-duty their appearance will be without loss of pay or benefits.

13.9.8 Copies of the decision/award of the Arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the conclusion of a hearing and shall be final and binding upon both parties.

13.10 Nothing in this Agreement shall be construed to prevent any employee from presenting their own grievance, up to but **not including** a request for arbitration within the limitations of this agreement; however, the Union shall have the right to be present at any meeting called for the resolution of any grievance(s).

ARTICLE 14 - LEGAL PROTECTION

The Village agrees to provide liability insurance. If the insurance carrier declines coverage, the Village shall not be obligated to provide defense but will indemnify all employees for those judgments levied against them so long as said judgments are within the obligations put on a municipal employer in accordance with the provisions of Chapter 768.28, Florida Statutes. However, the Village will in no way be responsible for the payment of punitive damages.

ARTICLE 15 – HOLIDAYS

The below listed fifteen (15) paid holidays shall be granted under the following conditions:

January 1	New Year's Day
The third Monday of January	Martin Luther King Day
The third Monday in February	President's Day
The last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
1st Monday of September	Labor Day
November 11	Veteran's Day
The fourth Thursday in November	Thanksgiving Day
The fourth Friday in November	Day after Thanksgiving Day
December 24	Christmas Eve Day
December 25	Christmas Day
Three (3) Personal Days	Employee's Choice with Department Approval

15.1 **Holiday falls on an employee's regularly scheduled workday:** Employees working on a holiday shall receive double time and a half pay for all hours worked.

15.1.1 Holidays may not be banked.

15.2 **Holiday falls on an employee's scheduled day off:** Employees who are not working on a holiday, shall receive straight time pay for the holiday.

15.3 Any member of the bargaining unit who is on "leave-without-pay" shall be precluded from receiving compensation (in the form of both pay or time) for any holiday.

15.4 **Personal Days** are granted in January of each calendar year and will be allowed to be carried over from year to year to a maximum of 30 days.

15.4.1 Upon separation from the Village, any Personal Days not used will be forfeited.

15.4.2 Personal Days are not eligible for cash out at any time.

ARTICLE 16 - SICK LEAVE

16.1 Sick leave shall be granted to employees for absences because of personal illness or physical disability resulting in the inability of the employee to perform the regular duties of their position and not arising from a service-connected injury or accident.

16.1.1 Sick leave may also be used for purposes of caring for "immediate family" as described in item 17.3 of this agreement.

16.2 When an employee is absent from work for three (3) or more consecutive workdays, the employee may be required (upon request by their Supervisor or the Human Resources Director) to provide proof of illness / injury.

16.2.1 **Chronic Sick Designation:** Four (4) or more sick leave incidents in a six-month period, or Eight (8) or more sick leave incidents in a twelve-month period (*without any medical documentation for the incidents*) may result in an employee being designated "Chronic Sick."

16.2.1.1 An incident is defined as one or more days per sick leave occurrence.

16.2.1.2 Sick leave incidents shall not include sick leave used in connection with FMLA or short/long term disability.

16.2.2 Chronic Sick designation may result in the following:

- Negative impact on the employee's performance records.
- Elimination of discretionary overtime and work assignments for 90 days upon the first Chronic Sick designation.
    - An additional eight (8) month curtailment of overtime upon second/additional Chronic Sick designation.

- Chronic Sick designation(s) will be placed in employee's personnel file.
- Chronic Sick designation may be considered when member is being considered for promotions and assignments.
- The employee is subject to medical evaluation to determine fitness for duty by Village chosen physician.

16.3 An employee using sick time for an absence from work may not work at another job during the duration of the absence.

16.4 **Sick leave Accumulation:** Sick leave is accrued bi-weekly. The rate of accrual will depend on the majority of the length of the shift an employee works (e.g.: 8, 10 or 12 hour shifts) in a fourteen (14) day work period; adjusted to a total of twelve (12) days per year.

16.5 **Banked sick leave when employment ceases:** Employees with a minimum of five (5) years of fulltime Village employment will be paid up to a maximum of 960 hours, at their current straight time rate of pay, regardless of how many hours they have accumulated in their bank. Any employee with less than five (5) years of full-time Village employment will not be paid for banked sick time when employment ceases.

16.6 An employee on sick leave during a holiday, will be paid for the straight holiday only (i.e.: 8, 10, 12 hours).

ARTICLE 17 - BEREAVEMENT LEAVE

17.1 Employees covered by this agreement shall be entitled to up to five (5) consecutive workdays of Bereavement Leave with pay in the event of a death in the employee's immediate family. Proof of death may be required by the Chief of Police or the Human Resource Director, or their respective designees.

17.2 Bereavement Leave, up to a max of two (2) consecutive workdays may be granted (at the discretion of the Chief of Police or the Human Resource Director) for the death of a commonly recognized warm-blooded pet owned by the employee. Proof of death may be required by the Chief or the Human Resource Director.

17.3 Immediate family shall be defined as wife, husband, domestic partner, grandparents, parents, children, grandchildren, brothers, sister, fathers-in-law, and mothers-in-law including stepfamily members, or any other relative living in the immediate household.

ARTICLE 18 - LEAVE OF ABSENCE

18.1 Unpaid Leave may be granted to an employee requesting same and upon recommendation and approval by the Chief of Police, or their designee, with final approval granted by the Village Manager, for a period not to exceed six (6) calendar months.

18.1.1 The request should be made, in writing, at least fifteen (15) days in advance of said leave and processed through the Chain of Command.

18.1.2 Unpaid leave may be requested by an employee to receive professional or technical training which will improve their work upon return to service, or because of the employee's extended illness or non-job-related disability.

18.1.3 Maternity/Paternity leave shall be treated in the same manner as any other extended illness or non-job-related disability.

18.2 An employee who is a member of the National Guard or the Military Forces (including members of the Reserve) of the United States and who is ordered by the appropriate authorities to attend prescribed training or to perform other duties, shall be granted a leave of absence with pay as required by Florida Statutes.

18.2.1 Said employee must provide a copy of the orders issued by the Military to the Chief of Police and Human Resources Director.

18.3 An employee who is on authorized, non-paid, leave of absence shall continue to maintain all benefits including seniority, longevity, health and time accrual benefits.

18.4 An employee on authorized, non-paid, leave of absence will reimburse the Village for life and health insurance premium contributions or any other fringe benefit expense incurred on their behalf.

ARTICLE 19 - VACATION TIME

19.1 Vacation leave will begin to accrue, on a bi-weekly basis, immediately upon employment with the Village.

19.2 Probationary status employees accrue vacation leave at the same applicable rate as a regular employee but are generally prohibited from using vacation leave during their probationary period.

19.2.1 If requested, and at the Chief of Police's ultimate discretion, an employee may be eligible to use up to one (1) work week of leave after they have satisfactorily completed nine (9) months of their probationary period.

19.2.2 Once an employee's probationary period is over, the employee will be allowed to use vacation leave when requested and subject to approval.

19.3 The vacation time accrual rate coincides with the majority of the length of the shift an employee works (e.g.: 8, 10 or 12 hour shifts) in a fourteen (14) day work period, and therefore changes according to the length of the shift worked (8, 10, 12 hours). The rate of vacation time accrual will also change when an employee reaches certain years of employment milestones (i.e.: the rate increases when an employee moves from 14 years to 15 years of employment). See the chart below for annual vacation days earned, and the employment milestones that impact the amount of vacation days earned:

Year 1 through year 4	**10 vacation days per year**
At year 5 through year 14	**15 vacation days per year**
At year 15 and beyond	**20 vacation days per year**

19.4 Vacation leave must be requested and scheduled through the chain of command.

19.4.1 Vacation leave requests should be made at the time of shift bid submission.

19.4.2 Vacation time requests will be evaluated and approved (e.g.: subject to staffing needs) after the employee's shift bid is set.

19.4.3 Vacation requests for a future shift(s) that have not yet been bid, will be considered on a case-by-case basis.

19.4.4 Any unscheduled workdays eligible for vacation leave throughout the calendar year shall be requested through the chain of command with a minimum of five (5) days' notice on a first come first serve basis and may be approved or denied based on staffing needs.

19.4.4.1 Seniority will only be considered for "unscheduled days" if there are two (2) or more requests with the same submittal date.

19.4.5 The Chief (or designee) has the discretion to approve/deny vacation requests for a future vacation that extends beyond the current shift bid (e.g.: vacation which needs advance booking- more than 12 months out).

19.4.6 Employee vacation days selection opportunities shall be on a rotational basis with a cap on the amount of duty days that can be selected on each pass, according to the majority shift (8,10,12) hours in their assignment:

8 Hour Shift	10 Hour Shift	12 Hour Shift
20 duty days (1 month)	16 duty days (1 month)	14 duty days (1 month)

19.5 **Annual carryover of vacation leave:** Vacation leave may be carried over annually and banked without limitation.

19.6 **Banked vacation leave when employment ceases:** Upon termination of employment, up to a maximum of 500 hours of Vacation Leave will be paid to the employee, at the rate of pay in effect at the time of separation / departure.

ARTICLE 20 - EXTRA-DUTY POLICE EMPLOYMENT

20.1 Authorization to perform extra-duty police employment is granted at the sole discretion of the Chief of Police.

20.2 Extra-duty police employment standards and rates shall be prescribed and regulated by the Department's Policies.

20.2.1 All extra-duty employment performed or originating within the Village's jurisdiction will be paid to the employee performing the extra-duty work within two pay periods of the conclusion of the extra-duty work.

20.2.2 All extra-duty compensation shall follow Department policy.

20.3 All extra-duty work shall be offered on a rotational basis via a documented list.

20.4 Extra-duty employment under the provisions of this Article shall not be considered as joint employment, e.g.: shift hours worked as extra duty shall not be considered as hours worked for North Bay Village.

20.5 Any employee who may be injured while acting in the scope of extra-duty employment shall be entitled to the same rights, privileges, benefits and workers' compensation as if on duty, provided that such extra-duty employment is authorized by the Chief of Police.

ARTICLE 21 - INSURANCE BENEFITS

The Village will provide major medical and health insurance benefits to the members of the bargaining unit.

21.1. The Village agrees to pay the entire amount of the premium for the employee coverage, and the Village will pay sixty percent (60%) of the cost for dependency coverage.

21.2. For an employee not covered under the Village's medical insurance plan, the Village will pay the employee a stipend of four hundred dollars $400 per month for such employee to participate in their spouse / partner's, or other authorized medical insurance. The employee making a request for such payment, and every September thereafter, or upon a change in coverage status, must provide Human Resources with a copy of the current insurance card, and proof of the actual cost of the medical insurance before they are eligible for payment of the stipend.

21.3. The Village shall provide a minimum of $150,000 life insurance coverage for each member of the bargaining unit during the term of employment.

21.3.1. If during the term of employment, the insurable amount of the employee is reduced due to age, the Village will provide a supplement to make whole the total $150,000 of life insurance coverage. Supplemental insurance coverage may be achieved by either obtaining coverage through another private company, or, if a private company cannot be obtained, the Village will fill the gap through self-insurance.

21.4. The parties agree to continue to explore the need for any changes of insurance carrier, giving the employees the option of utilizing the major medical and health insurance benefits provided by the Village or through a qualified medical and health insurance benefits plan provided by the Union; the Village Manager's decision on these issues shall be final.

ARTICLE 22 - EDUCATIONAL ASSISTANCE

The Village, in its efforts to encourage bargaining unit members to expand their knowledge and better understand the complexities of law enforcement, agrees to bear the cost of tuition and tests for education that may better equip Officers in the performance of their job. The maximum educational reimbursement is four thousand dollars ($4,000.00) per individual, per fiscal year, as follows:

Final Grade	Percentage Reimbursed
A	100%
B	80%
C	70%

22.1 Applications for this Educational Assistance benefit can be obtained in the Human Resource Office. Each application is subject to the approval of the Chief of Police and the Village Manager prior to starting the course. To qualify for educational assistance, courses must be relevant to police work or be applicable to a degree or training program as defined by the State in FSS 943.22 "Salary incentive program for full-time officers."

22.2 Reimbursement as outlined in the above schedule shall be made, provided the course has been successfully completed.

22.3 Officers that receive educational assistance paid by Village funds (including attending the Miami Dade College - School of Justice) must remain employed by the Village for a period of at least two (2) years following the date of reimbursement or that employee shall reimburse the Village one hundred percent (100%) of the educational reimbursement. The Village may recoup the educational reimbursement from the employee's final pay.

ARTICLE 23 - HOURS OF WORK AND OVERTIME

The Chief of Police maintains the management right, at their exclusive discretion, to implement, change, and/or discontinue schedules based on eight (8) hours shifts, ten (10) hours shifts, and/or twelve (12) hours shifts, or any combination thereof as may be needed to address the needs of the agency, for some or all officers, shifts and/or units. The Union understands and agrees that such a decision shall not be subject to grievance or arbitration or challenge/appeal in any other forum.

23.1 The Village has adopted a Section 207(k) plan, pursuant to the Fair Labor Standards Act, for members of the bargaining unit. The usual work period for employees will be either eighty (80) hours, or eighty-four (84) hours in a (14) day period. Usual work period hours are paid at an employee's regular, hourly straight time rate of pay

23.1.1 For an employee working a usual work period of eighty (80) hours, hours actually worked in excess of eighty (80) hours in a fourteen (14) day period will be compensated at the rate of time and one-half the employee's regular straight time rate of pay.

23.1.2 For an employee working a usual work period of eighty-four (84) hours, hours actually worked in excess of eighty-four (84) in a fourteen (14) day work period will be compensated at the rate of time and one-half the employees regular straight time rate of pay.

23.1.3 Sick leave taken during a 14-day work period shall not count towards hours worked for the purpose of computing eligibility for overtime.

23.1.4 All other leave-time taken (e.g.: vacation, personal, compensatory) shall count towards hours worked for overtime computation.

23.1.5 The Parties agree to reopen Article 23.1 for the purposes of negotiating scheduling per Article 38. .

23.2 When an employee transitions (non-emergency) between shifts or assignments, the employee shall not be forced to work a continuous shift. Employees transitioning between shifts or assignments will be entitled to at least eight (8) hours, ten (10) or twelve (12) hours (depending on length of the majority of the shifts they are moving from) off from duty before returning to work (except for emergencies). Whenever possible, at the Chief's exclusive discretion, employees will be given ten (10) calendar days advance notice of any change in their hours of work.

23.3 During normal operations, employees shall not work more than eighteen (18) hours per day (except as provided in item 23.3.1 below) and shall be entitled to at least six (6) hours off from duty between shifts. Thus, an employee working a twelve (12) hour shift may work a full shift, plus up to six (6) hours of an extra-duty detail (or overtime) on their regular workday, before returning to their regularly assigned shift. Likewise, an employee on an eight (8) or ten (10) hours shift would be allowed to work up to ten (10) or eight (8) hours (respectively) of an extra-duty detail (and/or overtime) on their regular workday, before returning to their regularly assigned shift.

23.3.1 On the last day of an employee's work week, (that is the day immediately before an employee begins their Regular Days Off [RDO]), an employee may work up to a total of 20 hours, in combination of shift work and extra-duty detail hours. This provision is subject to continuous review and consideration by the Chief of Police and may be terminated at any time at the Chief's sole discretion.

23.4 When it is necessary for employees to appear at court, or be available for other work related legal/judicial procedure, on off-duty time, employees shall be guaranteed a minimum

of four (4) hours overtime compensation at the rate of time and one-half of the employee's straight time rate of pay regardless of the number of hours actually worked during the applicable fourteen (14) day period. The overlapping of overtime pays for multiple separate court appearances that occur within the same four (4) hour time frame is prohibited.

23.5 When the Department requires an employee to report to work, not on their assigned shift, the Village agrees to compensate the employees for a minimum of three (3) hours compensation at the rate of time and one-half of the employee's straight time rate of pay regardless of the number of hours actually worked during the applicable fourteen (14) day period.

23.6 Employees may place up to one hundred forty-four (144) hours in a compensatory leave bank.

23.6.1 Use of Compensatory Time may be requested at any time, provided the employee desiring to use compensatory time makes their request via their chain of command a minimum of forty-eight (48) hours in advance of the start of their shift.

23.6.2 The advance notice of forty-eight (48) hours requirement may be waived by the shift supervisor where the exchange will take place if it does not negatively impact staffing and no overtime is incurred.

23.6.3 The request for compensatory time may be denied if sufficient personnel coverage is unavailable or it disrupts Police Department operations Examples of instances that might "disrupt operations" may include, but are not limited to blackout dates, major events or minimum man-power needs.

23.7 Employees forced to holdover beyond the end of their regular shift will receive double time pay for each hour worked on the forced holdover.

23.7.1 Double time will only be paid in circumstances where the holdover is not voluntary (e.g.: forced on the employee).

23.7.2 Forced holdover will be applied on a rotational basis regardless of rank.

ARTICLE 24 – COMPENSATION

During the term of this Collective Bargaining Agreement the following wages shall be implemented:

24.1 **LONGEVITY PAY:** Employees covered by this Agreement shall receive longevity according to the following schedule:

At year 3,4,5	***$500/yr***
At year 6, 7, 8, 9	***$1000/yr***
At year 10 and beyond	***$1500/yr***

Longevity payments shall be made on an employee's anniversary date and in a lump sum.

24.1.1 Longevity Pay is frozen and will not be paid in fiscal year 2025-2026. The parties agree to reopen Article 24.1 per Article 38 for the purpose of negotiating longevity pay for the fiscal years 2026-2027 and 2027-2028.

24.2 **SUPPLEMENTAL AND ASSIGNMENT PAY:** The following supplemental / assignment monies will be paid to bargaining unit personnel as appropriate. Personnel affected by this Section shall not receive supplemental pay for more than one (1) specialized assignment at a time except for FTO/FTS/FTM (i.e.: FTO plus Traffic receives 5% plus a $60 pay supplement)

24.2.1 Bargaining unit personnel assigned to full-time Detective duties shall receive a five percent (5%) pay supplement.

24.2.2 Bargaining unit personnel assigned full time to the Motor Unit, Marine Patrol Unit, Traffic Unit, K9 Unit, or Neighborhood Resource Officer (NRO) position shall receive a $60 bi-weekly pay supplement.

24.2.3 FTO, FTS and FTM will receive a 5% bi-weekly pay supplement during the period that there is an Officer in the training program. When there is no

Officer in the training program the FTO, FTS and FTM supplement pay will be suspended.

24.2.4 The Village will provide a $60 bi-weekly pay supplement to no more than six (6) CJSTC ITW Certified Instructors who are assigned as members of the Department's Training Cadre, provided that such a member does not receive a pay supplement for another assignment. The six (6) Instructor members of the Training Cadre shall be selected by the Chief of Police.

24.2.5 Employees who have remained continuously employed as a Sergeant with the Village for five (5) years or more shall become eligible to be designated, by the Chief of Police, as a "Master Sergeant." Employees so designated shall receive a $40 bi-weekly pay supplement during the period that they retain the Master Sergeant designation.

24.3 Motors / K9 "Garcia Time": Personnel assigned to Motors or K9 are granted seven (7) hours of "Garcia Time" a pay period to allow for on-duty care and maintenance of the Motorcycle or their K9 partner. When such personnel are required to stay "on-shift" beyond the start of their "Garcia Time," all hours worked, "on-shift" beyond the start of their "Garcia Time" allotment shall be paid at time and one-half.

24.4 **SHIFT DIFFERENTIAL PAY:** Assigned shifts may be eight (8), ten (10), or twelve (12) hours at the discretion of the Chief of Police (see chart below for shift hours and designations).

24.4.1 Shift Differential is NOT paid for any shift designated as Days.

24.4.2 The Shift Differential rate for designated Afternoon shifts is 2%

24.4.3 The Shift Differential rate for designated Night shifts is 4%.

24.4.4 For any modified shifts where hours fall between designated shifts, the appropriate shift differential rate will be based on the majority of hours that coincide with the designated shift (e.g.: works 11:00 - 19:00 – No Shift Differential)

24.4.5 Shift Differential will not be tied to the employee but rather to the hours worked (e.g.: an employee regularly assigned to the night shift who works a day shift will not receive differential pay for the day shift hours worked).

Shift Duration	Shift Hours, Designation and Differential Rate		
8 hours	07:00 – 15:00 (7a - 3p) Days – No Shift Diff.	15:00 – 23:00 (3p - 11p) Afternoons – 2% Shift Diff.	23:00 – 07:00 (11p - 7a) Nights – 4% Shift Diff.
10 hours	07:00 – 17:00 (7a - 5p) Days – No Shift Diff.	15:00 – 01:00 (3p - 1a) Afternoons – 2% Shift Diff.	23:00 – 09:00 (11p - 9a) Nights – 4% Shift Diff.
12 hours	07:00 – 19:00 (7a - 7p) Days – No Shift Diff.	19:00 – 07:00 (7p - 7a) Nights – 4% Shift Diff.	

24.5 **MERIT PAY:**

1) In FY 25-26 Merit Pay / Steps will be frozen (no step increases) at the current (FY 24-25) pay scale (attached hereto in Appendix A).
2) The Adjusted Pay Scale (attached hereto in Appendix A) will not be implemented in FY 25-26**.**
3) The Parties agree to reopen Article 24.5 per Article 38 for the purpose of negotiation Merit Pay /Steps and implementation of the Adjusted Pay Scale attached in Appendix A. .

24.5.1 Police Officer and Corporal ranks' pay increases from step to step in a 5% performance evaluation-based merit increase until the maximum step in the corresponding pay plan is reached.

24.5.2 Sergeant and Lieutenant ranks' increases from step to step in a 3% performance evaluation-based merit increase until the maximum step in the corresponding pay plan is reached.

24.5.3 An employee's merit performance evaluation date will coincide with their classification date (the date of appointment/promotion to the employee's current rank) and thus will change with each change in classification.

24.5.4 An employee who does not receive a successful merit evaluation will remain at their existing pay step until they achieve a successful merit evaluation in the following year(s).

24.5.5 For specific hourly rates, refer to the Pay Scale and Step Plan attached as Appendix A.

24.6 **COLA (Cost of Living) PAY:**

1) In FY 25-26 COLA Pay will be frozen (no increase) and wages will be paid at the current (FY 24-25) pay scale, which will remain unchanged.
2) The Parties agree to reopen Article 24.6 per Article 38 for the purpose of negotiating COLA adjustments for the fiscal years 2026-2027 and 2027-2028**.**
3) The Village will make every effort to restore MERIT and/or COLA pay during the reopener subject to the determination by the Village Manager that the Village is in a financial situation to do so.

24.6.1 Fiscal Year 2025-2026: Employees covered under this agreement will not receive COLA pay for FY 25-26.

24.6.2 Fiscal Year 2026-2027: If a cost of living is offered (subject to the reopener), employees covered under this agreement shall receive their Cost of Living increase effective October 1 of the fiscal year.

24.6.3 Fiscal Year 2027-2028: If a cost of living is offered (subject to the reopener), employees covered under this agreement shall receive their Cost of Living increase effective October 1 of the fiscal year.

24.6.4 For specific hourly rates refer to the Pay Scale and Step Plan attached as Appendix A.

24.7 **PROMOTIONAL PAY:** Promotions will follow the Pay Plan and Steps attached hereto as Appendix A.

ARTICLE 25 - UNIFORMS, SAFETY AND EQUIPMENT

The Village shall provide all personnel covered under this agreement with uniforms and the equipment necessary to perform the essential functions of their position, consistent with Police Department Standard Operating Procedures (SOP's).

25.1 Work equipment and uniforms shall be replaced by the Village, if damaged / lost in the line of duty, and subject to an assessment of employee negligence as a contributing factor to the damage / loss.

25.2 In situations where the damage / loss of uniform / equipment was caused by employee negligence, the Village may seek reimbursement for the loss from the employee. Otherwise, uniform shirts, pants and equipment will be replaced as needed due to wear and tear or obsolescence.

25.3 Police personnel will be provided, at the Village's expense, with protective ballistic vests and shall adhere to Department policy in the wearing and use of the vest.

25.4 All issued uniform / equipment shall be worn / used in accordance with Department policy / supervisory directive

25.5 Each employee will be given $300 each October (via their payroll) for the purchase of appropriate replacement footwear, which has been approved by the Police Chief.

25.6 Employees who are required to wear uniforms in the course of their job shall have the uniforms cleaned at no cost to the employee, in accordance with current practice.

25.7 Employees who are required to wear non-issued clothing in the course of their job shall receive a clothing allotment of fifty ($50.00) dollars per month.

25.7.1 Additionally, said employees may be reimbursed for the cleaning of such clothing to a maximum of fifty dollars ($50.00) per month, based upon the production of appropriate receipts.

25.8 The Chief of Police may, at their sole discretion, provide personnel with additional uniforms / equipment, as needed.

25.9 The worn equipment and uniforms shall be returned to the Department upon demand.

ARTICLE 26 - PHYSICAL EXAM & WORKERS COMP. BENEFITS

26.1 If requested, employees will receive an electrocardiogram, eye exam, and physical examination at least once every twenty-four (24) months, performed by a physician selected by the Village.

26.2 A fitness-for-duty evaluation may be required at any time the Police Chief, in conjunction with the Village Manager and Human Resource Director, determine is necessary. A fitness-for-duty exam may include, but is not limited to a medical, physical or psychological exam. The Village will cover the cost of the examination and will furnish the employee with a copy of the examination report.

26.2.1 The scheduling of a fitness-for-duty exam will be at the discretion of the Chief of Police.

26.2.2 The employee will be required to undergo a psychiatric examination if ordered by the examining physician.

26.2.3 The results will become part of the employee's permanent record.

26.3 In the event of an on-the-job injury to an employee, that is not because of negligence by the employee, the employee shall be paid the full wage for the day of the accident if the treating physician advises that they should not return to work that day.

26.3.1 The employee will receive full pay and benefits, e.g.: daily benefits and the time lost because of the on-the-job injury will not be charged against any existing type of leave time.

26.3.2 It is the employee's responsibility to forward to the Chief of Police and to the Human Resources Director the completed treating physician's written advisement (DWC 25 report) immediately upon receipt.

26.3.3 The Village has the right to have the employee examined by a physician of the Village's choice.

26.4 All employees suffering on-the-job injuries shall comply with Chapter 440, Florida Statutes.

26.5 Any employee who can work in a "full-duty" after a job-related injury shall be returned to their former job classification once they are cleared for full-duty.

ARTICLE 27 - SENIORITY AND LAYOFF

27.1 Agency Seniority shall consist of continuous full-time paid service with the Department.

27.1.1 Agency Seniority will be used to determine Longevity Pay as detailed in paragraph 24.1, and Vacation Time accrual rates as detailed in paragraph 19.3. Otherwise, Seniority will be determined as detailed in paragraph 27.2.

27.2 Seniority will be computed from the date of appointment/promotion to an employee's current rank (classification), and shall accumulate during authorized absences because of illness, injury, vacation, military leave or other authorized paid leave.

27.2.1 An employee's Seniority Date coincides with their classification date and thus will change with each change in classification.

27.2.2 Seniority is never established/accrued when serving in an "Acting" capacity.

27.3 In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee to be laid off who has advanced to their present classification from a lower classification, in which they held a permanent appointment, in the department, shall be given a position in the lower classification in the department. An employee's seniority in the lower classification shall be established according to the date of their original permanent appointment to that classification.

27.4 Employees shall be called back from layoffs according to the seniority in the classification from which the employee was laid off. No new employee shall be hired in any classification until all employees on lay-off status have had an opportunity to return to work (for

which they are qualified). An employee that has been "called back" will be returned to duty provided the employee passes all the rehire provisions.

27.5 Employees shall be notified by certified mail to their home address of record and shall be given twenty-one (21) calendar days to return to work. An employee shall be kept on the callback list for a minimum of one (1) year.

ARTICLE 28 - DEPARTMENTAL RULES AND REGULATIONS

It is understood and agreed that the Union shall be furnished with an electronic copy of any Departmental manual, directives, policies regulations, and orders, and their subsequent updates which may replace, supersede or negate the current version(s).

ARTICLE 29 - PREVAILING RIGHTS (PAST PRACTICE)

All job benefits, privileges, and working conditions previously approved by the Village Commission, by ordinance, or heretofore enjoyed by the employees which are not specifically provided for or abridged by this Agreement shall continue under conditions upon which they had previously been granted throughout the term of this Agreement; provided however, that this Article shall not be interpreted so as to supersede any of the other terms and provisions contained in this collective bargaining agreement.

ARTICLE 30 - MANAGEMENT RIGHTS & SCOPE OF AGREEMENT

Unless otherwise expressly provided in this Agreement, the Village reserves the exclusive right to control, manage and direct all of its operations and employees, to decide the scope of services to be performed, to terminate, demote, suspend or otherwise discipline for just cause, to determine matters bearing upon promotion, to determine hours of work and shift times, to establish Village and Department policy, rules, regulations, directives, and procedures, and further to exercise all of the statutory public employer rights acknowledged in the Florida Public Employees Relations Act unless the exercise of such right is inconsistent with any express provision of this Agreement.

ARTICLE 31 - SUBSTITUTE EMPLOYMENT

The Village agrees that it will not use, assign, or detail members of the bargaining unit as substitute employees in a situation where there exists an employer-employee labor dispute between the Village and its employees, except where lives or property are in imminent danger.

ARTICLE 32 - SEVERABILITY CLAUSE

Should any provision of this Agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted state or federal legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 33 - LABOR-MANAGEMENT COMMITTEE

33.1 The Village and the Union may each name up to three (3) individuals who are employed by North Bay Village as members of a Labor-Management Committee.

33.2 The Committee should meet and confer to discuss problems of a general nature which may arise from time to time in the Department, but they do not constitute renegotiation of this Agreement.

33.3 There shall be no loss of pay or benefits for those Union members who are on duty when a meeting occurs, provided they are one of the members identified, by the Union, in writing, to the Village Manager.

ARTICLE 34 - RETIREMENT BENEFITS

34.1 Each bargaining unit employee who retires in good standing shall be issued a badge and identification card, both clearly marked "Retired" along with one (1) of their Village issued handgun(s).

34.2 The Village agrees to pay out the FRS allowable employee leave time banks up to the maximum of FRS pension contribution limits at the time that the employee enters the DROP or exits employment with the Village.

ARTICLE 35 - ALCOHOL AND DRUG FREE WORKPLACE

The Village and the Union recognize that employee substance and alcohol abuse may have an adverse impact on Village government, the Department's operations, the image of Village employees, and the general health, welfare and safety of the employees and the public at large. Therefore, the parties agree that the Department shall have the right and authority to require employees to submit to toxicology and/or alcohol testing designed to detect the presence of any controlled substance, narcotic/illicit drug, steroids, performance enhancing drugs or alcohol. The Village may utilize urine, blood, breath, and/or hair follicle samples for any of the testing pursuant to paragraphs 36.2, 36.3, and 36.4.

35.1 The Village has the absolute right to randomly test any bargaining unit member for the existence of alcohol, illicit drugs, steroids, performance enhancing drugs or other controlled substances.

35.1.1 The selection of an employee for random testing shall be made by a scientifically valid method, such as a random number table, or a computer based random number generator that is matched with employees' payroll identification numbers or other comparable identification numbers. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made.

35.2 The Village has the absolute right to test any bargaining unit member for the existence of alcohol, illegal drugs, steroids, performance enhancing drugs or other controlled substances "post incident," e.g.: if the employee is involved in a vehicular crash that results in, (1) a fatality, (2) the crash is non-fatal but results in injuries which require the transportation of an injured person (could be the employee themselves) to a medical facility or, (3) if there is significant

property damage as a result of the crash. The testing should be performed as soon after the incident as possible.

35.3 In addition, the Village may require an employee to submit to testing for the existence of alcohol, illegal drugs, steroids, performance enhancing drugs or other controlled substances if the employee's immediate supervisor, with the concurrence of the Police Chief, or their designee, have a reasonable belief that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the Village's Personnel Rules, or Department Rules and Regulations regarding the use of such substances. Reasonable belief includes, but is not limited to, the following:

a. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug, controlled substance or alcohol.

b. Abnormal conduct or erratic behavior while at work or a general deterioration in work performance.

c. A report of an employee using drugs, controlled substances or alcohol, provided by a reliable and credible source.

d. Evidence that an individual has tampered with a test administered under this Article during their employment with the Village.

e. Information that an employee has caused, or contributed to, an accident/injury (including an on-the-job injury to themselves) while at work.

f. Evidence that an employee is using, consuming, possessing, soliciting, buying, selling or being under the influence of alcohol, drugs or controlled substances while at work, or has used or consumed drugs or controlled substances (unless prescribed by a physician) on or off duty, or has used or consumed alcohol on duty.

35.4 It is understood by the parties that the authority to require an employee to submit to such testing must be approved by the Chief, or their designee.

35.5 It is also understood and agreed that the tests conducted under this Article shall be administered in a purely employment context and only as part of the Village's legitimate inquiry into the use of any controlled substance, narcotic drug, steroids, performance enhancing drugs or alcohol by its employees'.

35.6 An employee required to submit to a mandatory test for the presence of alcohol, steroids, performance enhancing drugs, controlled substances or illegal drugs shall be entitled to have a Union or other employee representative present when the breath analysis is conducted, or the urine specimen is collected. However, it is agreed and understood that neither the breath analysis test nor the urine specimen collection will be delayed longer than one (1) hour in circumstances where an employee requests to have their Union representative present during collection of the breath and/or urine specimen.

35.7 All tests, except for breath tests, shall be analyzed in medical laboratories mutually agreed to by the Village and the Union. Tests will use recognized technologies.

35.8 In the event an employee's test results are positive, a second test utilizing a comparable recognized testing method shall be conducted on the same specimen to verify the initial test results. Copies of the test results shall be made available to the employee, upon the employee's request, and as soon as possible after the Human Resources Department receives the results of the testing. Additionally, upon request, the employee shall be given a sample of any non-breath specimen tested. The current State of Florida standard for Breath Alcohol Testing satisfies all requirements of paragraphs 35.7 and 35.8.

35.9 The results of such tests shall be handled as part of a Professional Compliance Investigation and are not to be made public unless required by law. The taking of a breath sample

or urine specimen from an employee does not constitute an interrogation within the meaning of Section 112.532, etc., Florida Statutes, unless questions are asked at the time the test is conducted.

35.10 The results of such tests may result in a referral for rehabilitation or counseling or, where appropriate, disciplinary action, up to and including dismissal, in accordance with the applicable provisions of the Village Code, the Village Personnel Rules, and/or the Department Rules and Regulations. The employee may grieve the discipline through the contract grievance procedure.

35.11 The parties agree that refusal by any employee to submit to toxicology, alcohol, illegal drugs, steroid or performance enhancing drugs, or other controlled substances testing conducted in accordance with the provisions of this Article may result in disciplinary action being taken against the employee up to and including dismissal.

ARTICLE 36 – CASH OUTS

36.1 Cash out requests that have been fully approved in fiscal year 24-25 for payment in fiscal year 25-26 will adhere to the provisions listed in this Article. Employees will not be eligible to requests regular cash outs in fiscal years 25-26, 26-27, nor 27-28. Requests for emergency cash outs will be considered on a case by case basis and approval of emergency cash out is not guaranteed.

36.2 The Parties agree to reopen Article 36 per Article 38 for the purpose of negotiating cash outs for the fiscal years 2026-2027 and 2027-2028.

REGULAR CASH OUTS				
Type of Time	**Max Annual Hours**	**Request by**	**Paid**	**Justification**
Vacation time	80 hours max (must maintain a post cash out bank with a minimum of 100 hours)	June 1	Oct/Nov of following fiscal year	No Justification needed
Sick time	80 hours max (must have a minimum of 500 hours in bank to be eligible)	June 1	Oct/Nov of following fiscal year	No Justification needed
Compensatory Time	84 hour max	Anytime	Anytime	No Justification needed
Holiday Compensatory Time	40 hour max	June 1	Oct/Nov of following fiscal year	No Justification needed
Personal Time	Not eligible for cash out	X	X	X

EMERGENCY CASH OUTS				
Type of Time	**Max Annual Hours**	**Request by**	**Paid**	**Justification**
Vacation, Sick and Comp Time allowed	The equivalent of two (2) Paychecks (160 hours for 8/10 hour shift employees or 168 hours for 12 hour shift employees – subject to the limitations on hours paid in FY 25-26 and future Reopener(s)) (hours Cashed Out can be from in any combination from any of the vacation, sick or comp banks)	Anytime	Anytime	Medical Emergency for an immediate family member (as defined in 17.3 or pet) OR Any reason other than medical emergency, must be approved through chain of command with appropriate documentation and at final discretion and approval of the Village Manager (not subject to past practice or precedent)

ARTICLE 37 – NO STRIKE PROVISION

The Union and the bargaining unit members shall have no right to engage in any strike.

37.1 In addition to the penalties set forth in Section 447.507, Florida Statutes, all employees who violate any provision of the law prohibiting strikes may be disciplined, up to and including discharge, by the Village.

37.1.1 The only questions that may be raised in any proceeding (grievance, judicial or otherwise) contesting such action is whether the prohibition against strikes was violated by the employee to be discharged or otherwise disciplined.

37.2 The Circuit Courts of this State shall have jurisdiction to enforce the provisions of this Section by ex-parte injunction and contempt proceedings, if necessary. This provision, however, does not waive any other remedies, judicial or otherwise, that the Village is entitled to.

ARTICLE 38 – RE-OPENER

The Parties agree to reopen Hours of Work (Article 23) Longevity Pay (Article 24) Merit Pay (Article 24), COLA Pay (Article 24) and Cash Outs (Article 36) for the Fiscal Years 2026-2027 and 2027-2028.. The re-opener shall include consideration of the "frozen" Longevity Pay, Merit / Step Pay and COLA Pay.

The Re-opener to address the Fiscal Years 2026-2027 and 2027-2028 Articles as listed herein can occur at any point after ratification if both the Union and Village agree but must be requested in writing no later than two (2) weeks after the Village receives its Preliminary Certification of Taxable Values which is expected annually on July 1 and is used to prepare its fiscal budgets and adopt proposed millage rates.

During a re-opener, the Village, will provide the Union with all reasonable requested financial documentation to explain/support the Village's financial position.

ARTICLE 39 - DURATION OF AGREEMENT

39.1 This Agreement shall be effective upon ratification by both parties and shall remain in full force and effect through and including September 30, 2028.

39.2 Regarding negotiations for a successor agreement, the parties agree to meet, no later than April 30, 2028, to exchange existing articles / new articles which the parties wish to discuss.

39.3 Should negotiations for a successor agreement extend beyond September 30, 2028, the provisions of this Agreement shall continue in full force and effect until a successor Agreement is ratified.

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE By: _____ President Dated: _____, 20__		NORTH BAY VILLAGE, a municipal corporation of the State of Florida By: _____ Mayor Dated: _____, 20__
WITNESSED:		Entered pursuant to Resolution No. _____
By: _____ FOP Representative		Attest: _____ Village Clerk
By: _____ Bargaining Team Member		Approved: _____ Village Manager
By: _____ Bargaining Team Member		Approved as to form and legal sufficiency: By: _____ Special Labor Counsel Dated: _____, 20__

APPENDIX A

STEP PAY PLAN

CURRENT FY 24-25 PAY SCALE (FROZEN FOR 25-26)

Police Step Pay Plan

Officers FY 2024-2025									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
$ 32.6506	$ 34.9362	$ 36.3336	$ 37.7870	$ 39.2983	$ 40.8706	$ 42.5538	$ 44.2054	$ 45.9737	$ 47.8127
Sergeants FY 2024-2025									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
$ 43.2290	$ 45.3907	$ 47.6601	$ 50.0432	$ 52.5455	$ 55.1727				
Lieutenants FY 2024-2025									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
$ 59.1688	$ 61.5357	$ 63.9971							

ADJUSTED PAY SCALE (Adopted FY 25-26 subject to Reopener)

FY 25-26 (ADJUSTED BASE PAY SCALE)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Officers	$ 34.2831	$ 35.9973	$ 37.7971	$ 39.6870	$ 41.6713	$ 43.7549	$ 45.9426	$ 48.2398	$ 50.6518	$ 53.1843
Corporals	$ 35.6544	$ 37.4371	$ 39.3090	$ 41.2745	$ 43.3382	$ 45.5051	$ 47.7803	$ 50.1694	$ 52.6778	$ 55.3117
Sergeants	$ 54.2343	$ 55.8614	$ 57.5372	$ 59.2633	$ 61.0412	$ 62.8725				
Lieutenants	$ 64.7586	$ 66.7014	$ 68.7024							

ITEM NO. 11.H

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Richard Weissman,

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE PURCHASE OF POWERDMS PROFESSIONAL STANDARDS SUITE LICENSES FROM GOVERNMENTJOBS.COM, INC. D/B/A/ NEOGOV FOR USE BY THE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission ratify the purchase of this add-on service and appropriate budgeted funds for the same.

BACKGROUND AND ANALYSIS

The proposed Resolution requests the Village Commission's approval for the purchase of additional modules (Professional Standards Suite) for PowerDMS for the Police Department.

The PowerDMS Professional Standards Suite includes PowerIA to manage Internal Affairs Complaints and Investigations, PowerActions to manage officers actions to include Response to Resistance (formerly Use of Force), Traffic Crashes, Discipline, Excessive Sick Usage, Etc., and PowerVitals which provides an Early Warning System to monitor potential issues with officers before they escalate to significant issues.

The NBVPD has been using several of the PowerDMS modules for many years. This addition will allow us to take the existing features and add the Professional Standards Suite to improve our ability to maintain our management of officers when events occur leading to the review and, if necessary, investigation of these events.

The purchase will assist the Police Department in furtherance of its mission to deliver,

excellent and efficient life-safety services to the residents of North Bay Village.

It is recommended that the Village Commission approve the ratification of the acquisition of the PowerDMS add-on Professional Standards Suite SaaS system using budgeted funds.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Information Technology
GL Line-Item Number: 001-16-516-3131
Total Budget Allocated: $392,355.00
Encumbered Amount: $64,598.07
Requested Amount: $31,300.00
Remaining Balance: $296,456.93

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Ratifying PowerDMS Software.DOCX
Exhibit A - PowerDMS .pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE PURCHASE OF POWERDMS PROFESSIONAL STANDARDS SUITE LICENSES FROM GOVERNMENTJOBS.COM, INC. D/B/A/ NEOGOV FOR USE BY THE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to authorize the expenditure of Village funds for the purchase of professional standards software licenses for law enforcement (the "Services") to facilitate the provision of day-to-day operations of the Village's Police Department; and

WHEREAS, GovernmentJobs.com, Inc. d/b/a NEOGOV (the "Vendor") provided the Village with the quote attached hereto as Exhibit "A" (the "Quote") for a suite of licenses to support the Village's professional standards needs; and

WHEREAS, Section 36.25(L) of the Village Code of Ordinances (the "Code") provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, for the reasons set forth in the staff memorandum accompanying this resolution and pursuant to Section 36.25(L) of the Village Code, the Village Commission finds that it is in the best interest and welfare of the Village to ratify the Village's Manager's execution of the Quote and authorizes the Village Manager to negotiate and execute such agreements as may be necessary consistent with the Quote in an amount not to exceed budgeted funds; and

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

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Ratification. That the Village Commission ratifies the Village's Manager's execution of the Quote.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute such agreements as may be necessary consistent with the Quote, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Manager is hereby authorized to execute any purchase order or required documentation for the acquisitions described in this Resolution, and to take any such further action as may be necessary to implement the purpose and provisions of this Resolution, including the expenditure of budgeted funds.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this 18th day of November, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Docusign Envelope ID: 5B7BF4E0-3234-4E9D-943C-C81A33ED146B

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-30809	**Order #:**	Q-420857
Customer:	North Bay Village Police Department (FL)	**Valid Until:**	10/31/2025
Effective Employee Count:	49		
Sales Rep:	Taylor Rapp		

Customer Contact			
Billing Contact:	North Bay Village Police Department (FL) Richard Weissman	**Shipping Contact :**	North Bay Village Police Department (FL) Richard Weissman
Billing Address:	Suite 300 North Bay Village, FL 33141	**Shipping Address:**	Suite 300 North Bay Village, FL 33141
Billing Contact Email:	rweissman@nbvillage.com	**Shipping Contact Email:**	rweissman@nbvillage.com
Billing Phone:	305-758-2626	**Shipping Phone:**	305-758-2626

Payment Terms

Payment Term: Net 30
PO Number:

Notes: Activating Action, IA, & Ready(FTO) solutions in PowerDMS // Year 1 and Year 2 Portions to be invoiced separately // Setup costs are one-time // Nonappropriations of Funds clause applied // DISCOUNT EXPIRES 11.1.25 //

Subscription Service

Bridge Portion - Discounted

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerIA Subscription	Recurring	11/1/2025	9/30/2026	49	Employee Based	$1,650.00
The PowerIA Annual subscription provides an agency-specific license for the use of the PowerIA modules for Internal Affairs case management and internal and external complaint management and tracking						
PowerIA Setup	Services			49	Employee Based	$2,000.00
The one-time implementation fee to build the site includes access to online resources , system configuration training, train the trainer, legacy data import from CSV, user-materials, and an implementation consultant.						
PowerAction Subscription	Recurring	11/1/2025	9/30/2026	49	Employee Based	$1,512.50
The PowerAction Annual subscription provides an agency-specific license for the use of the PowerAction modules for collecting, tracking and reporting on actions taken by officers from a standard library of reports, that can be tailored to agency needs.						
PowerAction Setup	Services			49	Employee Based	$1,875.00
The one-time implementation fee to build the site includes access to online resources , system configuration training, train the trainer, user-materials, and an implementation consultant.						
PowerVitals Subscription	Recurring	11/1/2025	9/30/2026	49	Employee Based	$1,650.00
The PowerVitals Annual subscription provides an agency-specific license for the use the PowerVitals module that provides tracking of indicators, alerts and assistance plans for early indication and intervention of officers by supervisors.						
PowerVitals Setup	Services			49	Employee Based	$2,000.00

Docusign Envelope ID: 5B7BF4E0-3234-4E9D-943C-C81A33ED146B

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
The one-time implementation fee to build the site includes access to online resources , system configuration training, train the trainer,user-materials, and an implementation consultant.						
					Bridge Portion - Discounted TOTAL:	$10,687.50

Year 1 - Discounted

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerIA Subscription	Recurring	10/1/2026	9/30/2027	49	Employee Based	$3,600.00
The PowerIA Annual subscription provides an agency-specific license for the use of the PowerIA modules for Internal Affairs case management and internal and external complaint management and tracking						
PowerAction Subscription	Recurring	10/1/2026	9/30/2027	49	Employee Based	$3,300.00
The PowerAction Annual subscription provides an agency-specific license for the use of the PowerAction modules for collecting, tracking and reporting on actions taken by officers from a standard library of reports, that can be tailored to agency needs.						
PowerVitals Subscription	Recurring	10/1/2026	9/30/2027	49	Employee Based	$4,500.00
The PowerVitals Annual subscription provides an agency-specific license for the use the PowerVitals module that provides tracking of indicators, alerts and assistance plans for early indication and intervention of officers by supervisors.						
					Year 1 - Discounted TOTAL:	$11,400.00

Year 2 - Standard

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerIA Subscription	Recurring	10/1/2027	9/30/2028	49	Employee Based	$6,000.00
The PowerIA Annual subscription provides an agency-specific license for the use of the PowerIA modules for Internal Affairs case management and internal and external complaint management and tracking						
PowerAction Subscription	Recurring	10/1/2027	9/30/2028	49	Employee Based	$5,500.00
The PowerAction Annual subscription provides an agency-specific license for the use of the PowerAction modules for collecting, tracking and reporting on actions taken by officers from a standard library of reports, that can be tailored to agency needs.						
PowerVitals Subscription	Recurring	10/1/2027	9/30/2028	49	Employee Based	$6,000.00
The PowerVitals Annual subscription provides an agency-specific license for the use the PowerVitals module that provides tracking of indicators, alerts and assistance plans for early indication and intervention of officers by supervisors.						
					Year 2 - Standard TOTAL:	$17,500.00

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Docusign Envelope ID: 5B7BF4E0-3234-4E9D-943C-C81A33ED146B

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. 6OMFTT PUIFSXJTF BHSFFE JO B XSJUUFO B (PWFSONFOU+PCT DPN *OD € % # " /&0(07 €QBSFOU DPNQBOZ PG€1PXFS%.4 *OD €$VFIJU *OD # "HFODZ DPMMFDUJWFMZ iNEOGOVw BOE $VTUPNFS UIJT 0SEFS 'PSN BOEUIFSTBNFWJDFT BOE BOE DPOEJUJPOT TFU GPSUI JO UIF 0SEFS 'PSN 2 EBUFE +VMZ CFUXFFO /PSUI #BZ

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
North Bay Village Police Department (FL)

Signature: _____

Printed Name: _____

Title: _____

Date _____

Accepted and Agreed By Authorized Representative of:
NEOGOV

Signature: DocuSigned by: Mike Burns 7EB833F9096341B...

Printed Name: Mike Burns

Title: Corporate Controller

Date 10/10/2025 | 5:03:51 PM PDT

NEOGOV LEGAL
3:59 pm, Oct 10 2025

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

ITEM NO. 11.I

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2025-002 TO DAVID MANCINI & SONS, INC. (DMSI) FOR THE VILLAGE'S NORTH BAY ISLAND (NBI) PHASE 1 STORMWATER IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $11,623,151; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the Village Manager to negotiate and enter a Construction Agreement with David Mancini & Sons for the North Bay Island Phase 1 Stormwater Improvement Project for a contract amount of $11,623,151.00.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to award a contract to David Mancini and Sons, Inc. [DMSI] in response to Invitation to Bid [ITB] 2025-002 North Bay Island Phase 1 Stormwater Improvement Project.

North Bay Island (NBI) has been reported to experience chronic flooding for typical Florida summer storm events, especially during high tide conditions. More specifically, excessive roadway ponding of more than one (1) foot has been documented in the south-east (SE) quadrant of the Island, specifically along Bay Terrace, near the intersections of Coquina Drive and Beach View Drive. The existing stormwater conveyance system in this region is composed of catch basins (i.e., grate inlets) and storm sewers that collect and convey excess rainfall towards an existing stormwater pump station. The pump system consists of one (1) 6,000 gallons per minute (gpm) submersible pump that discharges drainage into one (1) stormwater injection well. In addition, the system includes three (3) gravity outfall culverts for means of positive discharge in case of emergency scenarios (i.e., pump failure).

It was also understood that the existing pump station has not been operating properly since its installation in 1996. In more recent years, the pump system has been completely turned off due to the pump only intermittently operating for a minute at a time prior to triggering the automatic ‘shut-off’ switch. Without the pump operating, the storm sewer system is solely dependent on the gravity outfall culverts, which are severely limited in their discharge capacity due to their constrained diameter. Consequently, prolonged periods of inundation are observed, with the existing conveyance system not being capable of delivering an adequate level of service to the neighborhood.

Per the 2022 NBV Stormwater Master Plan, the proposed stormwater system improvements for North Bay Island have been broken down into 4 phases, and due to the significant existing and projected future flooding on NBI, it was determined that year 1 improvements should focus on NBI. The current project includes the abandonment, removal and disposal of existing pump station and utility features, road reconstruction, and installation of drainage improvements, including a new stormwater pump station that upgrades capacity from 6,000 gpm to 19000 gpm, new injection wells, inlets, manholes and other appurtenances.

This project represents the first material step in implementing the NBV Stormwater Master Plan.

On March 7, 2025, the Village issued ITB 2025-002 for the North Bay Island Stormwater Improvement Project. The Project consists of furnishing all materials, labor, equipment, services, and incidentals necessary to complete the proposed drainage and site development for the stormwater improvements at North Bay Island. This Project includes the abandonment, removal, and disposal of existing site and utility features, road reconstruction, and installation of drainage improvements, including, but not limited to, proposed stormwater pump station, gravity mains, force main, injection wells, inlets, and manholes.

On May 9, 2025, the Village Clerk held a bid opening meeting for this project. The following six (6) companies submitted proposals for the Village's consideration:

Company Name	**Bid Price**
David Mancini & Sons Inc.	$11,623,151.00
Ferreira Construction Company Inc.	$14,314,608.00
Ric-Man International, Inc.	$14,326,745.95
Solution Construction Inc.	$8,700,138.00
Southern Underground Industries, Inc.	$13,900,421.00
The Stout Group, LLC	$11,785,100.50

The Evaluation Committee reviewed all the submitted proposals and determined that the lowest bidder, Solution Construction, Inc., was deemed *non-responsive*. Consequently, the next lowest responsive bidder, David Mancini & Sons, Inc. [DMSI], met with the ITB requirements.

It is recommended that the Village Commission authorize the Village Manager to negotiate and enter into a Professional Service Agreement with David Mancini & Sons for the North Bay

Island Phase 1 Stormwater Improvement Project for a contract amount of $11,623,151.00 (inclusive of a $600,000 contingency).

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: CAPITAL PROJECTS FUND-GOB STORMWATER
GL Line-Item Number: 340-36-538-6307
Total GL: $44,827,615.00
Total Budgeted NBI Phase 1 project cost: $15,124,119.00
Amount Requested: $11,623,151.00
Balance Available for Phase 1: $3,500,968.00

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Awarding ITB 2025-002 NBI Phase I Stormwater Improvements - David Mancini.DOCX
RFP Phase-1 Stormwater Improvement Project.pdf
Notice of Intent to Award- 10.21.25.pdf
DMSI Required Proposal Documents (2).pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2025-002 TO DAVID MANCINI & SONS, INC. (DMSI) FOR THE VILLAGE'S NORTH BAY ISLAND (NBI) PHASE 1 STORMWATER IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $11,623,151; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 7, 2025, North Bay Village (the "Village") issued Invitation to Bid No. 2025-002 (the "ITB") for all materials, labor, equipment, services, and incidentals necessary to construct the North Bay Island (NBI) Phase 1 Stormwater Improvement Project (the "Project"); and

WHEREAS, electronic notices were posted on the Village's website, the Miami-Dade County legal ads and public notices webpage (a publicly accessible website), and DemandStar, and six bids were received by the bid deadline; and

WHEREAS, David Mancini & Sons, Inc. (the "Contractor") was the lowest, most responsive, and most responsible bidder, with a bid amount of $11,623,151 (inclusive of a $600,000 contingency); and

WHEREAS, pursuant to Section 36.25(D) of the Village Code of Ordinances (the "Code") and the Village Manager's recommendation, the Village Commission desires to award the ITB to the Contractor and authorize the Village Manager to negotiate and execute a construction contract in an amount not to exceed not to exceed $11,623,151, consistent with the ITB and the Contractor's proposal; and

WHEREAS, the Village Commission desires to further authorize the Village Manager to approve and execute any change orders up to $25,000 for the Project without further Commission approval, subject to the limitations of the contract's contingency of $600,000; and

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

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

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Award.** That the Village Commission hereby awards the ITB to the Contractor, as the lowest, most responsible, and most responsive bidder. This award, in and of itself, does not vest Contractor with any contractual rights, absent entering an agreement with the Village.

Section 3. **Authorization.** That the Village Commission hereby authorizes the Village Manager to negotiate and execute a construction contract in an amount not to exceed not to exceed $11,623,151 (inclusive of a $600,000 contingency), consistent with the ITB and the Contractor's proposal, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof. That the Village Manager is further authorized to approve and execute any change orders for the Project without further Commission approval, subject to the limitations of the contract's contingency of $600,000. Change orders in excess of the contingency shall be approved by the Village Commission.

Section 4. **Implementation.** That the Village Manager and the Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

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

Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andy Rotondaro _____

PASSED AND ADOPTED on this 18th day of November, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

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

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

NORTH BAY VILLAGE

INVITATION TO BID
No. ITB2025-002
NORTH BAY ISLAND PHASE 1
STORMWATER IMPROVEMENT PROJECT

Rachel Streitfeld, Mayor
Goran Cuk, Vice Mayor
Richard Chervony
Andy Daro
Doris Acosta

VILLAGE MANAGER

Frank Rollason

VILLAGE CLERK

Alba L. Chang, CMC

VILLAGE ATTORNEY

Weiss Serota Helfman Cole + Bierman, P.L.

1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141
Email: procurement@nbvillage.com

NORTH BAY VILLAGE
INVITATION TO BID NO. ITB-2025-002

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that North Bay Village ("Village") is soliciting bids for the construction of the North Bay Island Phase 1 Stormwater Improvement Project ("Project"). Interested companies, firms, and individuals ("Bidders") may obtain a copy of Invitation to Bid No. ITB-2025-002 (the "ITB") to be issued on ***Friday, March 7, 2025*** from the North Bay Village website (https://northbayvillage-fl.gov/bids-rfps/), or through the Onvia DemandStar portal (www.demandstar.com). The ITB contains detailed information about the scope of Services, submission requirements, and selection procedures.

ITB Number:	ITB-2025-002
ITB Name:	North Bay Island Phase 1 Stormwater Improvement Project
ITB Publish Dates:	Friday, March 7, 2025
Non-Mandatory Prebid/Site Visit:	Wednesday, March 19, 2025 @ 10:00 AM Address: 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141 1st Floor Conference Room
Questions Deadline:	Any questions, requests for information, or clarification pertaining to this ITB must be made in DemandStar by no later than: Friday, April 11, 2025 @ 3:00 PM.
ITB Closing Date/Time:	Friday, April 25, 2025 @ 3:00 PM
Anticipated Award Date:	Tuesday, May 20, 2025
	Email: procurement@nbvillage.com
ITB Scope of Work:	The Project consists of furnishing all materials, labor, equipment, services and incidentals necessary to complete the proposed drainage, and site development for the stormwater improvements at North Bay Island. This Project includes the abandonment, removal and disposal of existing site and utility features, road reconstruction, and installation of drainage improvements including, but not limited to, proposed stormwater pump station, gravity mains, force main, injection wells, inlets, and manholes.

Interested Bidders may obtain the full ITB through the Onvia DemandStar portal (www.demandstar.com). If Bidders elect to use DemandStar, it is strongly encouraged to register with the system to receive notifications pertaining to this solicitation. All notices and any addenda issued by the Village with respect to the ITB will be made available through the DemandStar portal. It is the Bidder's sole responsibility to ensure receipt of any issued notice or addenda relating to this ITB once posted to DemandStar. Bids shall be uploaded received by the Village by no later than ***Friday, April 25, 2025 @ 3:00 PM*** via DemandStar, (Bids will also be received in person at 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141). Bids will be opened publicly. Any bid received after this time and date, whether by mail or otherwise, will be returned unopened. Bidders are responsible for ensuring that their bid is uploaded and received via DemandStar by the deadline.

Pursuant to Section 38.18 of the Village Code of Ordinances, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning ITB's, RFQ's or Bids. The Cone of Silence shall terminate at the time the Village Manager

makes his or her written recommendation to the Village Commission. Further information on the procedures relating to the Cone of Silence can be found in the ITB documents.

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SECTION 1
INTRODUCTION, BID SUBMISSION REQUIREMENTS, AND EVALUATION

1.1 INTRODUCTION/GENERAL BACKGROUND

North Bay Village (the "Village"), a municipality located in Miami-Dade County, Florida, is soliciting bids for the provision of all materials, labor, equipment, services and incidentals (the "Services," as further defined herein) necessary to construct the North Bay Island Phase 1 Stormwater Improvement Project (the "Project," as further defined herein). The Village hereby requests bids for the selection of one firm (individually and collectively, the "Contractor" or "Bidder") to provide the Services, as set forth in greater detail in Section 2 of this ITB.

The Village intends to award a contract to the selected Contractor for the Services described in this ITB for completion of the Project within fifteen (15) months of the issuance of a Notice to Proceed, or through the successful completion and acceptance of the Services for the Project.

1.2 SCHEDULE OF EVENTS

The following schedule shall govern this ITB. The Village reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of ITB (Cone of Silence Begins) ITB Available on DemandStar www.DemandStar.com and www.northbayvillage-fl.gov	Friday, March 7, 2025	4:00 PM
2	Non-Mandatory Pre-Bid Meeting	Wednesday, March 19, 2025	10:00 AM
3	Closing Date for Bidder Questions	Friday, April 11, 2025	3:00 PM
4	Village's Answers to Questions by Bidders Posted Deadline	Wednesday, April 16, 2025	3:00 PM
5	Bids Due & Opened (via virtual meeting on Zoom – Village will provide instructions for access)	Friday, April 25, 2025	3:00 PM
6	Start of Evaluation of Bid Submittals	Friday, May 2, 2025	
7	Village Manager Issues Recommendation to Commission	Tuesday, May 20, 2025*	
8	Commission Meeting to Award ITB to Contractor(s) and Approve Agreement(s)	Friday, May 23, 2025	

**Tentative*

1.3 GENERAL BID INSTRUCTIONS; SUBMITTAL DEADLINE

All Bids must be received by FRIDAY, APRIL 25, 2025 @ 3:00 PM via Demandstar E-bidding upload or in-person at 1666 Kennedy Causeway, North Bay Village, Florida 33141 .
Bids received after the due date and time will not be considered.

All Bids received will be publicly opened and announced during a meeting, on the date, place, and time specified in the Schedule of Events set forth in Section 1.2, above.

BID REQUIREMENTS

In order to ensure a uniform review process and to obtain the maximum degree of comparability, Bidder s
shall submit a Bid that includes all of the following information/documentation, appropriately tabbed, in this exact order ("Bid"). Failure to do so may render a Bid as non-responsive.

Tab A. **Cover Page:** A cover page with Contractor's business name, address, and telephone number; name and all contact information for individual that will serve as "Project Manager," a primary liaison between the Contractor and the Village; date; and subject "Bid for ITB No. ITB-2025-002 for the North Bay Island Phase 1 Stormwater Improvement Project."

Tab B. **Table of Contents.** A Table of Contents that outlines in sequential order the major areas of the Bid, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents and shall be in the order required by this ITB.

Tab C. **Letter of Intent:** A Letter of Intent shall be provided that briefly introduces the Contractor, the Contractor's commitment to the Village, an understanding of the work to be performed and the aspects of the bid.

Tab D. **Schedule of Bid Prices Form.** Submit a signed, firm, lump sum cost for providing the Project work/services as delineated in this solicitation under Form 12.

Tab E. **Firm's Qualifications.** Contractors interested in performing these professional services must display relevant experience with the type of work solicited and should emphasize both the experience and capability of particular personnel who will actually perform the work. Accordingly, the Contractor must complete and submit Form 2, Company Qualifications Questionnaire and Form 9, References.

1. To be eligible to respond, the Contractor shall have five (5) years of continuous operation under the same entity name and provide proof of same.
2. Contractor must include any relevant business licenses, including occupational licenses, business tax receipts, and Florida registration (entity certifications, not personal) and a copy of the entity's State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Contractor is authorized to do business in this State.
3. Contractor must provide copies of its professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.
4. Contractor shall provide a list of current and past clients, with emphasis on Florida municipalities.
5. Contractor must also provide the official complaint history within the last five (5) years for its qualifying professional license.
6. Contractor shall identify the Principal in Charge's Experience**.** This individual must have a minimum of five (5) years' experience in providing the Services. This individual must be capable of speaking and making decisions on behalf of the Contractor. Include a one-page resume with contact information for at least three (3) professional references for the individual designated to serve as Principal in Charge or Program Manager.

Tab F. **Project Team/Personnel Qualifications.** The Bidder must include the following information for this requirement:

1. Complete and submit Form 8, Key Staff and Proposed Subcontractors.
2. The Key Staff, including any key subcontractors, (the "Project Team") working on the Project and/or providing the Services must have prior experience within the past five (5) years of providing similar services.

3. Provide an organizational chart showing reporting structure for the Project Team.
4. Include one-page resumes for each person or subcontractor listed in Form 8, Key Staff and Proposed Subcontractors. Resumes should include experience with similar projects, specifying the role the individual employee served on the project.
5. For each task, list each individual Key Staff member, including subconsultants, and indicate their relative involvement on the task (based on number of hours per week). Also indicate the relative involvement of the Prime Contractor and each key subconsultant on the project in total.

Tab G. **Insurance.** Bidder must provide evidence of insurance currently in place that meets or exceeds the specifications set forth in this ITB or a commitment from an insurance company that such insurance coverage may be obtained by the Bidder prior to entering into an agreement with the Village. The successful Bidder(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the Village as an additional insured and meeting the insurance coverage requirements set forth in this ITB, which are also set forth in the form of Professional Services Agreement attached to this ITB.

The Village may require higher limits of insurance or additional coverage if deemed necessary.

Tab H. **Performance and Payment Bonds.** The Bidder must submit a notarized letter from its surety guaranteeing that if the Bidder is awarded a contract, the surety will issue a letter of credit that attests to the bonding capacity (the maximum amount of surety credit a surety company) the surety will provide to the Bidder. The Surety shall also guarantee that it will issue Performance and Payment Bonds as required by the Village in this ITB. Failure to submit the Surety Guaranty letter with the Bid shall render the Bid nonresponsive. The Village shall be the sole judge in determining bonding capacity.

Tab I. **Bid Bond/Bid Security.** Each Bid must be accompanied by a bid bond or bid security in the form of a certified or cashier's check or bid bond for no less than five percent (5%) of the total bid amount, made payable to North Bay Village or in the form provided in Form 13 by a surety company authorized to do business as a surety in the state. All bid bonds/bid securities shall be valid for a period of at least 90 days from the bid close date. The bid bonds/bid securities for all unsuccessful Bids shall be returned after the 90-day period or upon recommendation of award (whichever is sooner). The purpose of the bid bond/bid security is to ensure that bids are honored and that they remain valid for the required period. Accordingly, bid bonds/bid securities are subject to forfeiture any time Bidders refuse to honor their bids for at least 90 days after bid opening. The bid bond/bid security of the successful bidder will be retained until such bidder has executed a contract and furnished any payment and performance bonds, along with all insurance policies, licenses, or other documentation that may be required by the Village. If the successful bidder fails to furnish the required payment and performance bonds, fails to execute and deliver the contract, or fails to deliver the required insurance policies, licenses, or other documentation to the office of the purchasing agent within the time specified in the instructions to bidders, the Village may annul the notice of award and the entire sum of the bid bond/bid security shall be forfeited to the Village. If the Village Manager has waived the requirement for bid bond/bid security, the Village shall select this box: ☐.

Tab J. **Forms:** Complete all forms provided in Section 4 that are not otherwise included in a separate tab.

Tab K. **References:** Three (3) letters of references shall be submitted as part of the Bid, which shall each include the following information from the referencing individual: Name; Position; Entity; Address; Telephone Number; E-Mail Address; Contract Date and Value; Description of Project/Work; and Total cost of the project/work/studies, estimated and actual.

1.4 EVALUATION AND AWARD OF CONTRACT.

Award shall be made by the Village Commission to the lowest, most responsive and responsible Bidder whose qualifications indicate the award will be in the best interest of the Village and whose Bid complies with the requirements of this ITB.

The Responsive Bidder is a person that has submitted a bid which conforms in all material respects to the ITB, including, but not limited to compliance with any requirements contained within the solicitation ("Responsive Bidder"). A member of Village Staff shall review and evaluate the Bids submitted to ensure that the minimum requirements of the ITB have been met. The Village Manager or designee may reject those Bids that do not meet the minimum requirements of the ITB.

The Responsible Bidder shall be a person who has the capability in all respects to fully perform the contract requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance, and a person who has submitted a bid which conforms in all material respects to the ITB (the "Responsible Bidder"). In evaluating responsibility, the Village may also consider previous contracts with the Village, past performance and experience with other contracts, compatibility of the project team with Village personnel, and any other criteria deemed relevant by the Village. The Village Manager or designee may reject those bids that do not meet the minimum requirements of the ITB.

In no case will the Award be made until all necessary investigations have been made into the responsiveness and/or responsibility of the Bidder and the Village Manager is satisfied that the Bidder is qualified and has the necessary organization, capital and equipment to carry out the required to perform the services or work set forth in this ITB within the specified timeframes.

If the Village accepts a Bid, the Village will provide a written notice of award to the lowest responsive and responsible bidder, who meets the requirements of this ITB. If the successful bidder to whom the contract is awarded forfeits the award by failing to meet the conditions of this ITB, the Village may, at the Village's sole option, award the contract to the next lowest, most responsive, and responsible bidder or reject all bids or re-advertise the Work. The Village reserves the right to withhold issuance of an award until the Successful Bidder has presented a signed original of the contract or purchase order along with any other required documents to the Village. No award shall be deemed final until the parties have fully executed the agreement(s) or purchase order(s) issued by the Successful Bidder, and if required, approved by the Village Commission.

Award of any bid is conditional upon the Village having funding to implement the agreement. The Village reserves the right to reject any or all bids which is in any way incomplete or irregular, re-issue the entire solicitation, or enter into agreements with more than one Contractor.

END OF SECTION 1

SECTION 2.
WORK/SERVICES NEEDED BY THE VILLAGE

2.1. SCOPE OF WORK/SERVICES

The Contractor shall provide all necessary labor, materials, equipment, reports and expertise required to construct the North Bay Island Phase 1 Stormwater Improvement Project (the "Project"), including but not limited to the tasks identified herein, which shall collectively be referred to as the Project. **Specifically, the Successful Bidder shall be required to construct the Project in full compliance with the plans, drawings, terms, specifications, and conditions contained in Exhibit C: Technical Specifications; Exhibit D: Bid Set Drawings; and Exhibit E Prosecution and Progress.**

The Project includes the abandonment, removal and disposal of existing site and utility features, road reconstruction, and installation of drainage improvements including, but not limited to, proposed stormwater pump station, gravity mains, force main, injection wells, inlets, and manholes. This preparation, completion, and submittal of all required shop drawings for the proposed improvements; site restoration; and other appurtenant and miscellaneous items and work for a complete, satisfactory, and functional installation are included as part of this project.

The Village expects to retain a Contractor that can meet the challenges of a dynamic community, capable of providing reliable and expedient response times to meet project deadlines, staff requests, and outstanding service delivery. In addition, the Successful Bidder shall be able to provide technical assistance and maintain industry best practices throughout the Project.

2.2. GRANT FUNDING.

Contractors acknowledge that the Work may be fully or partially funded utilizing funds from the grants listed below (the "Grant"). Accordingly, by submitting a response to this competitive solicitation, the Bidder warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant(s).

Grant Title	Grant Agreement Exhibit No.
State of Florida Department of Environment Protection North Bay Village Stormwater Collection System 22SRP53	Exhibit F
State of Florida Department of Environment Protection North Bay Village Stormwater Pump Station Improvements Project C2108	Exhibit G

If the Work will be funded utilizing Grant funds, the Village shall select this box:☑.

END OF SECTION 2

SECTION 3
GENERAL INFORMATION

3.1 **GENERAL INFORMATION.** The provisions provided in this Section 3 shall govern this ITB and shall be incorporated into the Agreement (if applicable), except as may be specifically modified in the contract awarded pursuant to this ITB.

3.2 **CONE OF SILENCE.** Pursuant to Section 38.18 of the Village Code of Ordinances, a Cone of Silence is hereby imposed, prohibiting any communications between potential vendor, service providers, bidders, lobbyists, consultants, and Village staff and elected officials regarding this RFP. A Cone of Silence is established for all competitive selection processes for goods and services, protecting the procurement process from undue influences until a contract award recommendation is made.

This Cone of Silence is effective after the advertisement of competitive procurements is published on the Village's website or in a general circulation newspaper. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission. However, if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

Specifically, the Cone of Silence prohibits:

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

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

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

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

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

F. Any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee. The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

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

A. Communications with the Village Attorney and his or her staff;

B. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;

C. Any emergency procurement of goods or services;

D. Communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Furthermore, the provisions of the Cone of Silence do not apply to: oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications communication with the Village Clerk.

Written communications or inquiries for clarification of process or procedure are allowed if directed to procurement@nbvillage.com. These must include the requester's contact information. Communications to other Village officials or employees are prohibited until the Cone of Silence is lifted.

Violations of the Cone of Silence are subject to the penalties provided under Section 38.18 of the Village Code and Section 2.11.1(t)(3) of the Miami-Dade County Code of Ordinances. Furthermore, violations of the Cone of Silence by Village employees may result in disciplinary actions, including dismissal. Those knowingly violating the policy are prohibited from serving on Village selection committees. Violations of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or bid award to the bidder or proposer voidable.

3.3 **REQUESTS FOR INFORMATION/CLARIFICATION.** The Village, independently or upon request, may furnish additional information related to this ITB so as to clarify any provision contained herein and/or to facilitate bids. The Village has made efforts to provide accurate and complete information in this ITB. The Village shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Bidders to assure that they have all information necessary for submission of their bids. Any and all questions or requests for information or clarification pertaining to this ITB must be made in writing via email to procurement@nbvillage.com.

3.4 **ADDENDA.** If the Village finds it necessary to add to, or amend this ITB prior to the Bid submittal deadline, the Village will issue written addenda/addendum. Each Contractor must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Bid.

3.5 **CERTIFICATION.** By submitting a Bid to this ITB, the signer of the Bid declares that the person(s), firm(s) and parties identified in the Bid are interested in and available for providing the Services; that the Bid is made without collusion with any other person(s), firm(s) and parties; that the Bid is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Bid has full authority to bind the person(s), firm(s) and parties identified in the Bid. By submitting a bid, the Contractor shall certify that it has fully read and understood this ITB and the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

3.6 **ECONOMY OF PREPARATION.** Bids should be prepared simply and economically, providing a straightforward concise description of the Bidder's ability to fulfill the requirements of the ITB.

3.7 **JOINT BIDS.** In the event multiple Bidders submit a joint Bid in response to this ITB, a single Bidder shall be identified as the Prime Contractor. If offering a joint Bid, the Prime Contractor must include the name and address of all parties of the joint Bid. The Prime Contractor shall provide all bonding and insurance requirements, execute any Contract, complete the required forms contained herein, and have overall and complete accountability to resolve any dispute that may

arise in connection with the Bid. Only a single contract with one Bidder shall be acceptable. The Prime Contractor's responsibilities shall include, but not be limited to, performing overall contract administration, presiding over other bidders participating or presenting at Village meetings, and overseeing preparation of reports and presentations. The Prime Contractor shall also prepare and present a consolidated invoice(s) for services performed if awarded a contract. The Village shall issue only one check for each consolidated invoice to the Prime Contractor for Services performed. The Prime Bidder shall remain responsible for performing Services associated with response to this Bid even if other participating bidders fail to perform any obligations required herein.

3.8 SUBCONTRACTING. If an awarded Bidder intends to subcontract any portion of the Services for any reason, the name and address of the subcontracting firm must be submitted along with the Bidder's submittal or for approval by the Village Manager or designee prior to use. No subcontracting shall take place prior to Bid awarded to Bidder furnishing this information and receiving written approval from the Village. The Village reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the Village has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources.

The Bidder is further notified that all subcontractors must be properly licensed, insured, may not subcontract more than 25% of any portion of this contract for any reason, and shall be required to furnish the Village with a certificate of insurance that complies with the requirements of this ITB.

3.9 INTERVIEWS. The Village reserves the right conduct interviews or require presentations by any or all Contractors prior to award, or at any time during the evaluation process, or at the Commission Meeting where selection and award is made.

3.10 BIDS BINDING; RETENTION AND WITHDRAWAL OF BIDS.

3.10.1 Bids Binding. All Bids submitted shall be binding upon the Bidder for 180 calendar days following opening.

3.10.2 Firm Pricing. If the Bidder is awarded an Agreement pursuant to this ITB, the prices, rates, costs, fees, revenue sharing, or other monetary components of the Bid submitted in response to this ITB shall remain fixed and firm during the competitive procurement process and the initial term of the Agreement, awarded to the selected Bidder(s), which, unless otherwise provided herein, is typically one(1) year.

3.10.3 Bid Withdrawal. Bidders may withdraw their bids from consideration by the Village pursuant to this ITB by notifying the Village Clerk in writing at any time prior to the scheduled opening. Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity prior to withdrawing their bids from consideration by the Village pursuant to this ITB.

3.10.4 Retention of Bids. Bids, once opened, become the property of the Village. The Village reserves the right to retain all Bids submitted and use any ideas contained in any Bid, regardless of whether that Contractor is selected.

3.11 PUBLIC RECORDS. Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the Village in connection with bids shall become property of the Village and shall be deemed to be

public records subject to public inspection. Pursuant to Section 119.071(1)(b), Florida Statutes, sealed bids received by the Village pursuant to this ITB are exempt from disclosure until such time as the Village provides notice of an intended decision or until 30 days after the opening of bids, whichever is earlier. Furthermore, if the Village rejects all bids submitted in response to this ITB, such bids shall remain exempt if the Village provides notice of its intent to reissue this ITB, provided that such bids shall not be exempt for longer than 12 months after the Village's notice of its intent to reject all bids and reissue the ITB.

Furthermore, Bidders are required to *identify specifically* any information contained in their Bid which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.0701, Florida Statutes, if a civil action is filed against a Bidder to compel production of public records relating to the Village's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Bidder has not complied with the request, to the Village and to the contractor.

3.12 IRREGULARITIES; RESERVATION OF RIGHTS. Bids will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all bids, reject a bid which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into agreements with more than one respondent. Bids received after the deadline provided in this ITB will not be considered.

The Village reserves the right to accept or reject any or all Bids, based upon its deliberations and opinions. In making such determination, the Village reserves the right to conduct a background investigation, including a criminal record check of the Bidder's employees and subcontractors, to investigate the financial capability, integrity, experience and quality of performance of each Contractor, including officers, principals, senior management and supervisors, as well as the staff identified in the Bid.

Respondents shall furnish additional information as the Village may require. This includes information that indicates financial resources as well as ability to provide the requisite services.

3.13 LOBBYIST REGISTRATION. Bidder must comply with the Village's lobbyist regulations, including, but not limited to, Section 38.17 of the Village Code of Ordinances. Please contact the Village Clerk at (786) 224-8070 or villageclerk@nbvillage.com for additional information.

3.14 BID/PRESENTATION COSTS. The Village shall not be liable for any costs, fees, or expenses incurred by any Contractor in responding to this ITB, nor subsequent inquiries or presentations relating to its Bid.

3.15 LATE SUBMISSIONS. Bids received by the Village after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Bids received after the closing

time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Bids shall be decided in the favor of the Village. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. The Village shall not be responsible for Bids received after the submittal deadline and encourages early submittal.

3.16 COMPLETENESS. All information required by this ITB must be supplied to constitute an acceptable and complete bid.

3.17 PERMITS, TAXES, LICENSES. The Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

3.18 LAWS, ORDINANCES. The Contractor shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.

3.19 TERMS OF ENGAGEMENT; PROFESSIONAL SERVICES AGREEMENT. The selected Bidder(s) should be prepared to execute an agreement in substantially the form of the Construction Agreement provided in Exhibit "A" to this ITB. The terms of the agreement may be negotiated, at the Village's sole discretion, upon selection of Contractor.

3.20 COMPUTER AIDED DESIGN (CAD). If applicable, the selected Bidder will be required to produce all work product using the latest version of AutoCAD; prior to and during construction, CAD files shall be made available to the Contractor(s) at no cost for the Contractor's coordination drawings and will be provided to the Village at no cost at the completion of construction. It must also be acknowledged that submitted work product as well as final permitted construction documents are and will be the property of the Village upon submittal.

3.21 INSURANCE. Contractor shall secure and maintain throughout the duration of this ITB and the contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent. Copies of Contractor's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Bidder shall provide a waiver of subrogation for the benefit of the Village. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Agreement and any Projects.

1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The

General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this ITB who is not covered by Worker's Compensation insurance.

3. Business Automobile Liability with minimum limits of $1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

3.22 **Bonds.** The selected Contractor must, prior to performing any portion of the Work or Services and within three (3) days of the Effective Date of the Construction Agreement, deliver to the Village the Bonds required to be provided by Bidder hereunder and the Professional Services Agreement (collectively, the "Bonds"). The Village, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the Village will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Professional Services Agreement is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the Village.

3.22.1 **Performance Bond.** If this provision is selected by the Village, the selected Contractor must deliver to the Village a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Contractor defaults on the contract with the Village by failing to perform the contract in the time and manner provided for in the contract. ***If a performance bond is required, the Village shall select this box: ☑***

3.22.2 **Payment Bond.** If this provision is selected by the Village, the selected Contractor must deliver to the Village a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Contractor and the Village if the selected Contractor fails to make any required payments only. ***If a payment bond is required, the Village shall select this box: ☑.***

3.22.3 Waiver of Bonds. If this provision is selected by the Village, the Village Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the Village. If the requirement for a payment bond is waived, the Village shall select this box: ☐. If the requirement for a performance bond is waived, the Village shall select this box: ☐.

3.23 American Rescue Plan Act Provision. Bidder acknowledges that the Services may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act ("ARPA"). The selected Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Addendum to this Agreement. If compliance with this section is required, the Village shall select this box: ☐.

3.24 Indemnification.

3.24.1 Bidder shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Bidder's performance or non-performance of any provision of this ITB, including, but not limited to, liabilities arising from contracts between the Bidder and third parties made in connection with this ITB. Bidder shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Bidder's performance or non-performance of any provisions in this ITB.

3.24.2 Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this ITB or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

3.24.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

3.24.4 The provisions of this section shall survive termination of this ITB.

3.25 BACKGROUND SCREENING REQUIREMENTS AND JESSICA LUNSFORD ACT. In accordance with the requirements of Sections 1012.465, 1012.32, and 1012.467, Florida Statutes, Miami-Dade County School Board Policies 6320 and 8475, as amended from time to time, all of the Village's contractors and subcontractors that provide or may provide services or work for the Village must complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and School Board Policies prior to entering or providing services on behalf of the Village.

3.1 Pursuant to the 2007 amendments to the Jessica Lunsford Act enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). A non-instructional contractor who is exempt from

the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. If compliance with this section is required, the Village shall select this box: ☐.

3.2 MISCELLANEOUS PROVISIONS.

3.2.1 BID EXEMPT. Purchases shall not include any items or services available at lower prices on other public entity or State of Florida Contract. The Village reserves the right to Bid separately any item or service if deemed to be in the best interest of the Village.

3.2.2 PROMOTIONAL PRICING. Bidder shall offer to the Village, during the Contract period, any item(s) offered on a "promotional" basis from the manufacturer. It shall be the successful Bidder's responsibility to monitor said item(s) and report any that are or shall be offered at lower price.

3.2.3 DELIVERY. All items shall be delivered F.O.B. destination to a specific Village address. All delivery costs and charges must be included in the bid price. The Village reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid. Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. Normal receiving hours are Monday through Friday (excluding holidays) 8:00 A.M. to 5:00 P.M. Village Hall is located at 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

3.2.4 ESTIMATED QUANTITIES. The estimate of the various quantities of goods and services applicable to unit price items is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment shall be made on the basis of the actual quantities received. The Village reserves the right to increase or reduce the quantities and to eliminate any items in order that the items or work can be completed within the amount of available funds.

3.2.5 BRAND NAMES. Use of a brand name, trade name, make, model, manufacturer, or Bidder catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the Village's intent to rule out other competition, therefore, the phrase "or acceptable equal" is added. However, if a product other than that specified is bid, it is the Bidder's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items bid. The Village shall be the sole judge concerning the merits of proposal submitted.

Bidder shall indicate on the Bid form the manufacturer's name and number if bidding other than the specified brands and shall indicate any deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the Village with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the Village.

3.2.6 DELETION/OVERSIGHT/MISSTATEMENT. Any deletion, oversight or misstatement of specifications shall not release the Bidder from the responsibility of completing the services within the agreed upon time frame.

3.2.7 COPYRIGHTS OR PATENT RIGHTS. The Bidder warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing, or selling the goods shipped or ordered as a result of this ITB. The seller agrees to hold the Village harmless from all liability, loss or expense occasioned by any such violation.

3.2.8 DIRECT MATERIAL PURCHASES. The Village reserves the right to issue purchase orders for materials to either the Contractor's or the Village's suppliers for construction related materials.

3.2.9 COOPERATIVE PURCHASING AGREEMENTS. All Bidders submitting a response to this ITB agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the awarded Bidder(s) deem it in the best interest of their business to do so. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

3.2.10 PERSONAL INJURY AND PROPERTY DAMAGE. The Contractor assumes all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.

3.2.11 TRADE-NAMED ITEMS. When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The Village reserves the right to reject products that are listed as approved and waive formalities. Should a Bidder wish to have products evaluated for future solicitation consideration, please contact in writing, the Chief Financial Officer. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicited, awarded, and ordered are prohibited except as may be approved by the Chief Financial Officer

3.2.12 RIGHT OF INSPECTION/COOPERATION WITH FEMA, STATE, OR OTHER AGENCIES. In the event that services performed under this Agreement could be reimbursable from FEMA or other federal, state, or local programs or grants, the awarded Responder(s) will work with the Village and/or its designated representatives of any organization providing reimbursement to the extent necessary to provide all required information for reimbursement. This information may include but not be limited to backup documentation and/or justification for all costs, list(s) of materials and/or equipment used, including amount and/or time of usage, and hours and rates of labor performed in the completion of work relating to this Agreement. Failure to supply information requested could result in non-payment.

END OF SECTION 3

SECTION 4
FORMS, AFFIDAVITS, EXHIBITS, & ATTACHMENTS

The following forms, affidavits, and exhibits are attached to this solicitation for completion and submission, as applicable, with the Bidder's Bid:

FORMS

Form 1: Bid Checklist
Form 2: Company Qualifications Questionnaire
Form 3: Certificate of Authority (Complete one of the two forms as applicable)
- **Form 3A: Certificate of Authority (for Corporations or Partnerships)**
- **Form 3B: Certificate of Authority (for Individuals)**

Form 4: Acknowledgment of Addenda
Form 5: Single Execution Affidavit (contains the following affidavits:)
- **Americans with Disabilities Act Compliance**
- **Public Entity Crimes Act**
- **No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics**
- **Business Entity**
- **Non-Collusion/Anti-Collusion**
- **Scrutinized Companies**
- **Acknowledgment, Warranty, and Acceptance**
- **Ownership Disclosure**
- **Truth in Negotiation Certificate**
- **Prohibition on Contingent Fees**

Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, Section 20.100(b))
Form 7: Dispute Disclosure
Form 8: Key Staff and Proposed Subcontractors
Form 9: Reference Letters
Form 10: E-Verify Affidavit
Form 11: IRS Form W-9
Form 12: Schedule of Bid Prices
Form 13: Bid Security/Bid Bond (unless waived by the Village)
Form 14: E-Verify Affidavit
Form 15: Affidavit Attesting to Noncoercive Conduct for Labor or Services
Form 16: Affidavit Regarding Prohibition on Contracting with Entities of Foreign Countries of Concern
Form 17: Statement of No Bid (if applicable)

EXHIBITS

Exhibit A: Form of Construction Agreement
Exhibit B: Form of Payment and Performance Bonds
Exhibit C: Technical Specifications
Exhibit D: Bid Set Drawings
Exhibit E: Prosecution and Progress
Exhibit F: State of Florida Department of Environment Protection North Bay Village Stormwater Collection System 22SRP53
Exhibit G: State of Florida Department of Environment Protection North Bay Village Stormwater Pump Station Improvements Project C2108

FORM 1
BID CHECKLIST

_____ Form 1: Bid Checklist

_____ Form 2: Company Qualifications Questionnaire

_____ Form 3: Certificate of Authority (Complete one of the two forms as applicable)

_____ Form 3A: Certificate of Authority (for Corporations or Partnerships)

_____ Form 3B: Certificate of Authority (for Individuals)

_____ Form 4: Acknowledgment of Addenda

_____Form 5: Single Execution Affidavit

_____Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))

_____Form 7: Dispute Disclosure

_____Form 8: Key Staff and Proposed Subcontractors

_____Form 9: Reference Letters

_____Form 10: E-Verify Affidavit

_____Form 11: IRS Form W-9

_____Form 12: Schedule of Bid Prices

_____Form 13: Bid Security/Bid Bond (unless waived)

_____ Form 14: E-Verify Affidavit

_____ Form 15: Affidavit Attesting to Noncoercive Conduct for Labor or Services

_____ Form 16: Affidavit Regarding Prohibition on Contracting with Entities of Foreign Countries of Concern

_____ Form 17: Statement of No Bid (if applicable)

Firm: _____ Date: _____

Authorized Signature: _____

Print or Type Name: _____ Title: _____

FORM 2
COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Bid is true, that your response to the ITB is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the ITB for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Bidder's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

_____
Firm Name

_____
Principal Business Address

_____
Telephone Number Facsimile Number

_____
Email Address

_____
Federal I.D. No. or Social Security Number Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

_____
Document Number Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

_____
Category License No. Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):
□ Individual □ Partnership □ Corporation □ LLC □ LLP □ Other_____

Please identify the Firm's primary business:_____
_____

Please identify the number of continuous years your Firm has performed its primary business: _____

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

_____
Insurance Carrier Name Insurance Carrier Contact Person

_____
Insurance Carrier Address Telephone No. Email

Has the Firm filed any insurance claims in the last five (5) years? □ No □ Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
□ No □ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

CURRENT AND PAST CLIENTS

Please identify a list of current and past clients, with an emphasis on clients that are Florida municipalities and/or local governments:

Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

Additional current and past clients may be attached to this form on a separate sheet.

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Bidder certifies that the information contained herein is complete and accurate to the best of Bidder's knowledge.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____

_____ a business existing under the laws of the State of _____, (the "Entity") held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that, _____, as ___ _____ of the Entity, be and is hereby authorized to execute this Bid dated _____, 20___, on behalf of the Entity and submit this Bid to North Bay Village, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _____ day of _____, 20___.

Secretary: _____ President: _____
Print Name: _____ Print Name: _____

(Seal)

FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)

I,_____ ("Affiant") being first duly sworn, deposes and says:

1. I am the _____
   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
   _____ doing
   business as _____, the
   Bidder that has submitted the attached Bid.
2. I am fully informed respecting the preparation and contents of the attached Bid and all of the pertinent circumstances respecting such Bid.
3. I am authorized to execute the Bid dated _____, and submit this Bid to North Bay Village, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or __ online notarization, this _____ day of _____, 20____, by_____ (name of person) as _____ (type of authority) for _____ _____(name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

NORTH BAY VILLAGE
INVITATION TO BID NO. ITB-2025-002

FORM 4
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

_____ Addendum 1

_____ Addendum 2

_____ Addendum 3

_____ Addendum 4

_____ Addendum 5

_____ Addendum 6

_____ Addendum 7

_____ Addendum 8

_____ Addendum 9

_____ Addendum 10

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE BIDDER AND NOTARIZED BELOW. IN THE EVENT THE BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

_____ By: _____
NAME OF PROPOSING OR BIDDING ENTITY INDIVIDUAL'S NAME AND TITLE

_____ Date: _____
FEIN OF PROPOSING OR BIDDING ENTITY

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Bidder Initials

American Rescue Plan Act Compliance Affidavit

If applicable, Bidder acknowledges that compensation for the Services performed under the Agreement may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act ("ARPA"). In order to utilize ARPA funding, the Village shall incorporate the federally required contract provisions in the Agreement awarded under this RFP. The Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this RFP: (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable; (ii) The U.S. Department of the Treasury's Final Rule governing ARPA; (iii) U.S. Department of the Treasury Coronavirus

State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019); (iv) The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions; (v) American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement; (vi)The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance, and (vii) Assurances of Compliance with Title VI of the Civil Rights Act of 1964 (collectively, the "ARPA Regulations"). A copy of the ARPA Regulations are available for inspection by the Contractor at the Office of the Village Clerk and on the Village website.

_____
Bidder Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

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

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

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

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

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

_____
Bidder Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Bidder warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Bidder also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Bidder acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Bidder should the Bidder be selected for the performance of this contract.

_____
Bidder Initials

Business Entity Affidavit

Bidder hereby recognizes and certifies that no elected official, board member, or employee of North Bay Village (the "Village") shall have a financial interest directly or indirectly in this transaction or any

compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Contractor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Contractor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder recognizes that with respect to this transaction or bid, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

_____
Bidder Initials

Non-Collusion/Anti-Collusion Affidavit

1. Bidder/Proposer has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder/Proposer, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Proposer, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Bidder/Proposer, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Bidder/Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against North Bay Village or any person interested in the proposed Contract.

_____
Bidder Initials

Scrutinized Companies

1. Bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Bidder or its subcontractors are found to have submitted a false certification; or if the Bidder, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If the Agreement that may result from this ITB is for more than one million dollars, the Bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Bidder, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Bidder, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

_____
Bidder Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Contractor warrants that all information provided by it in connection with this bid is true and accurate.
5. I hereby propose to furnish the services specified in the ITB. I agree that my Bid will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Bids.
6. I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Contractor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Contractor under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list.

_____
Bidder Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

_____
Bidder Initials

Truth in Negotiation Certificate

The Contractor hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Invitation to Bid and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Contractor further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida.

_____
Bidder Initials

Prohibition on Contingent Fees

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Invitation to Bid and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Contractor is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida. Contractor understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

_____
Bidder Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or __ online notarization, this _____ day of _____, 20____, by_____ (name of person) as _____ (type of authority) for _____ _____(name of party on behalf of whom instrument is executed).

_____

Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

FORM 6

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certifyand disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 7
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

_____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

_____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

_____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Contractor or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for North Bay Village.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No □ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications (Attach Copies)

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Village:

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Village's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Bidder hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The Bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the Bidder's bid. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 9

REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

Reference No. 1

Company/Entity Name:	
Address Village, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

Reference No. 2

Company/Entity Name:	
Address Village, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

Reference No. 3

Company/Entity Name:	
Address Village, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

FORM 10
E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, North Bay Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The Bidder Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By submitting a response to this ITB and signing below, the Bidder Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

□ **Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.**

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or __ online notarization, this _____ day of _____, 20____, by_____ (name of person) as _____ (type of authority) for _____ _____(name of party on behalf of whom instrument is executed).

_____

Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

FORM 11

IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the bid IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

□ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 12
SCHEDULE OF BID PRICES

For all work associated and described in the bid documents, drawings, and specifications. The cost of incidental work described in these Contract Requirements, for which there are no specific Contract and or contract line items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made. All rates quoted shall include travel means, labor and all equipment and tools required. All disposal charges should be included in the contractor's unit prices. There shall be no charges to and from the Village work sites.

A materials list with unit price shall be recorded and reviewed with Owner and Engineer at each Project Progress Meeting. Acceptances of quantities/materials list used to date are to be documented in the meeting minutes.

If these documentation and approval procedures are not followed by the contractor, a later request for award of unit price costs may be denied by the Owner and Engineer.

The Village intends to award a contract to the lowest Responsive and Responsible bidder as a basis for award. Items include all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, cleanup, and other means of construction to successfully complete the project in accordance with specifications and construction documents herein.

Item	Description	Unit	Est. Qty	Price	Value
1	F&I 15" RCP PIPE (CIPP)	LF	222	$	$
2	F&I 18" RCP PIPE (CIPP)	LF	447	$	$
3	F&I 10" PVC PIPE (CIPP)	LF	258	$	$
4	F&I 18" PVC PIPE (CIPP)	LF	252	$	$
5	DRAINAGE MANHOLES, MODIFIED J-7, 16'-9" x 8'-6" POLLUTION CONTROL STRUCTURE	EA	1	$	$
6	MANHOLE TYPE J-7, >10'	EA	10	$	$
7	F&I DRAINAGE INLET, DBI TYPE C, <10'	EA	11	$	$
8	F&I 10" HP PIPE	LF	10	$	$
9	F&I 15" HP PIPE	LF	10	$	$
10	F&I 18" HP PIPE	LF	165	$	$
11	F&I 36" HP PIPE	LF	23	$	$
12	F&I 42" HP PIPE	LF	51	$	$
13	F&I 48" HP PIPE	LF	156	$	$
14	F&I 54" HP PIPE	LF	86	$	$
15	F&I 66" HP PIPE	LF	17	$	$
16	F&I 24" DIP PIPE	LF	44	$	$
17	F&I 30" DIP PIPE	LF	41	$	$
18	F&I 36" DIP PIPE	LF	526	$	$
19	F&I 36" DIP 22.5 DEG. BEND	EA	2	$	$

20	F&I 36" DIP 45 DEG. BEND	EA	1	$	$
21	F&I 30" DIP 90 DEG. BEND	EA	2	$	$
22	F&I 36"X24" M.J. DIP TEE	EA	6	$	$
23	F&I 36"X36" M.J. DIP TEE	EA	2	$	$
24	F&I 24" GATE VALVE	EA	6	$	$
25	F&I 30" GATE VALVE	EA	1	$	$
26	30"X36" CONCENTRIC REDUCER	EA	1	$	$
27	F&I INJECTION WELLS	EA	6	$	$
28	CONCRETE FOR ELECTRICAL PAD	CY	22	$	$
29	1" MILLING	SY	270	$	$
30	1" RESURFACING	SY	1520	$	$
31	8" BLACK BASE	SY	1250	$	$
32	DRIVEWAY RESTORATION	SY	450	$	$
33	DRIVEWAY RESTORATION (SPECIALTY)	SY	120	$	$
34	SOD RESTORATION	SY	2000	$	$
35	ABANDONMENT OF EXISTING PIPES & WELLS	Aggregate Sum	1	$	$
36	PAVEMENT MARKINGS RESTORATION	Aggregate Sum	1	$	$
37	PUMPING STATION (Cost includes other subcomponents)	Aggregate Sum	1	$	$
38	ELECTRICAL CONNECTION	Aggregate Sum	1	$	$
39	LANDSCAPE MITIGATION	Aggregate Sum	1	$	$
40	SITE DEMOLITION & UTILITY RELOCATION	Aggregate Sum	1	$	$
41	MOBILIZATION/DEMOBILIZATION	Aggregate Sum	1	$	$
42	MAINTENANCE OF TRAFFIC (MOT)	Aggregate Sum	1	$	$
43	BONDS & INSURANCE	Aggregate Sum	1	$	$
44	DEDICATED OWNER ALLOWANCE	Contingent Allowance	1	$ 600,000.00	$ 600,000.00
45	PERMIT FEES	Dedicated Allowance	1	$ 60,000.00	$ 60,000.00

TRENCH SAFETY					
Item	**Trench Safety Measure (Description)**	**Unit (Qty)**	**Unit of Measure (LF, SY)**	**Unit Cost**	**Extended Cost**
A.					
B.					
C.					
	Failure to complete the above may result in the bid being declared non-responsive				

ALL LINE ITEMS MUST ADD UP TO THE TOTAL COST OF THAT SECTION AND TOTAL COST OF THE BID SUBMITTAL

Submitted on this _____ day of _____, 20__.

a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

By _____

b. (If a corporation)

(Affix Seal) Signature of BIDDER _____

By _____

Attested by Secretary _____

Incorporated under the laws of the State of _____.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.

FORM 13

BID SECURITY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Bidder, and _____

Hereinafter called Surety, are held and firmly bound unto the North Bay Village, a municipality within the State of Florida, and represented by its Village Manager, in the sum of five percent of the proposed annual base bid amount of: $_____(Written Dollar Amount) dollars ($_____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the North Bay Village for the furnishing of all labor, materials (except those to be specifically furnished by the Village), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and solicitation, entitled:

NORTH BAY ISLAND PHASE 1 STORMWATER IMPROVEMENT PROJECT
ITB-2025-002

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the bid amount be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Village for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the North Bay Village and furnishes the Performance Bond, in an amount equal to one hundred percent of the **annual** base bid amount, satisfactory to the Village, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the North Bay Village and the Surety herein agrees to pay said sum immediately upon demand of the Village in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____as Principal herein, has caused these presents to be signed in its name by its _____
_____ and attested by its _____
_____under its corporate seal, and the said _____
_____ as Surety herein, has caused these presents to be signed in its name by its _____
and attested in its name by its

_____

under its corporate seal, this _____ day of _____ , 2025.

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Principal/Firm: _____

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Attorney-In-Fact: _____

(Power of Attorney to be attached)

_____

Resident Agent

FORM 14
E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by_____ (name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

FORM 15
AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by_____ (name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

FORM 16

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, bid, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by_____ (name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

FORM 17

STATEMENT OF NO BID

Please complete and return this form prior to ITB opening date.

ITB NAME:_____ ITB NO:_____

COMPANY NAME:_____ PHONE NO:_____

We have declined to submit on this solicitation for the following reasons:

☐ Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)

☐ Insufficient time to respond to solicitation.

☐ We do not offer this product/service or equivalent.

☐ Our project schedule would not permit us to perform.

☐ Unable to meet specifications, please explain _____

☐ Unable to meet requirements, please explain _____

☐ Specifications unclear, please explain _____

☐ Other, please specify _____

REMARKS:

_____

_____

_____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR FUTURE PROJECTS.

_____ _____

Typed Name Title

_____ _____

Signature Date

SAMPLE

Village Commission

Rachel Streitfeld, Esq.
Mayor

Goran Cuk
Vice Mayor

Dr. Richard Chervony
Commissioner

Andy Daro
Commissioner

Doris Acosta
Commissioner

Village Officials

Frank K. Rollason
Village Manager

Alba L. Chang
Village Clerk

Haydee S. Sera
Village Attorney

NOTICE OF INTENT TO AWARD

TO: All interested firms and individuals

FROM: Frank Rollason, Village Manager FKR

DATE: October 6, 2025

ITB No: 2025-002

ITB NAME: North Bay Island Phase 1 Stormwater Improvement Project

On May 9, 2025, the following six (6) companies submitted proposals in response to Invitation to Bid (ITB) 2025-002, North Bay Island Phase 1 Stormwater Improvement Project, all of which were properly recorded.

Company Name	Bid Price
David Mancini & Sons, Inc.	$11,623,151.00
Ferreira Construction Company, Inc.	$14,314,608.00
Ric-Man International, Inc.	$14,326,745.95
Solution Construction, Inc.	$8,700,138.00
Southern Underground Industries, Inc.	$13,900,421.00
The Stout Group, LLC.	$11,785,100.50

The Evaluation Committee reviewed all submitted proposals and determined that the lowest bidder, Solution Construction, Inc., was deemed non-responsive. Consequently, the next lowest responsive bidder, David Mancini & Sons, Inc. [DMSI], met all the ITB requirements and will be considered for a contract award by the Village Commission at the Regular Commission Meeting scheduled for October 21, 2025.

We appreciate your interest in doing business with North Bay Village and thank all participants/ firms for their submissions. If you have any questions regarding this solicitation, you may contact procurement@nbvillage.com.

FR/ac

BIDDER:

DAVID MANCINI & SONS, INC.

2601 Wiles Road, Pompano Beach
FL. 33073
Phone # (954) 977-3556
Email: bids@dmsi.co

BID FOR :

North Bay Village

BID NAME:

North Bay Village Phase 1 Stormwater Improvements

BID No. / Project No.:
#2025-002

DUE DATE & TIME:
May 9th @ 3:00 pm

SUBMITTAL INSTRUCTIONS:

Demandstar

NORTH BAY VILLAGE
INVITATION TO BID NO. ITB-2025-002

FORM 1
BID CHECKLIST

- ✓ Form 1: Bid Checklist
- ✓ Form 2: Company Qualifications Questionnaire
- ✓ Form 3: Certificate of Authority (Complete one of the two forms as applicable)
  - ✓ Form 3A: Certificate of Authority (for Corporations or Partnerships)
  - _____ Form 3B: Certificate of Authority (for Individuals)
- ✓ Form 4: Acknowledgment of Addenda
- ✓ Form 5: Single Execution Affidavit
- ✓ Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
- ✓ Form 7: Dispute Disclosure
- ✓ Form 8: Key Staff and Proposed Subcontractors
- ✓ Form 9: Reference Letters
- ✓ Form 10: E-Verify Affidavit
- ✓ Form 11: IRS Form W-9
- ✓ Form 12: Schedule of Bid Prices
- ✓ Form 13: Bid Security/Bid Bond (unless waived)
- ✓ Form 14: E-Verify Affidavit
- ✓ Form 15: Affidavit Attesting to Noncoercive Conduct for Labor or Services
- ✓ Form 16: Affidavit Regarding Prohibition on Contracting with Entities of Foreign Countries of Concern
- ✓ Form 17: Statement of No Bid (if applicable)

Firm: David Mancini & Sons, Inc Date: 4/25/2025

Authorized Signature: _____

Print or Type Name: Fabio Angarita Title: Vice President

FORM 2
COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Bid is true, that your response to the ITB is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the ITB for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Bidder's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

David Mancini & Sons, Inc
Firm Name

2601 Wiles Rd., Pompano Beach,Fl,33073
Principal Business Address

954-977-3556 954-944-2040
Telephone Number Facsimile Number

Bids@dmsi.co
Email Address

27-3716806
Federal I.D. No. or Social Security Number Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? 14

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

P10000086044 10/20/2010
Document Number Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

General Contractor/Underground Utilities CGC1506008/CUC044220 08/2026
Category License No. Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):
□ Individual □ Partnership ☑ Corporation □ LLC □ LLP □ Other_____

Please identify the Firm's primary business: General Contractor/Underground Utilities

Please identify the number of continuous years your Firm has performed its primary business: 14

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
General Contractor	State of Florida	CGC1506008	08/2026
Underground Utilities	State of Florida	CUC044220	08/2026

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)
David Mancini, Jr	Vice President	All
Richard Mancini	Vice President	All
Fabio Angarita	Vice President	All
David Mancini	President	All

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	90
Total No. of Managerial/Administrative Employees	12
Total No. of Trades Employees by Trade	78

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Zervos Insuraty		Courtney Saunders
Insurance Carrier Name		Insurance Carrier Contact Person
900 Wilshire Dr. # 256, Troy,MI,48084	248-289-4450	courtney@zervosins.com
Insurance Carrier Address	Telephone No.	Email

Has the Firm filed any insurance claims in the last five (5) years? ☑ No ☐ Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)
David Mancini	President	40
David Mancini, Jr	Vice President	30
Richard Mancini	Vice President	30

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
☑ No ☐ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

CURRENT AND PAST CLIENTS

Please identify a list of current and past clients, with an emphasis on clients that are Florida municipalities and/or local governments:

Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
City of Fort Lauderdale	Lamar Case	954-828-3752	LCase@fortlauderdale.gov	01/2023
City of Miami	Achmed Valdes	305-898-1035	Avaldes@miamigov.com	Ongoing
City of Miami	Pedro Alvarado	786-286-8923	Palvarado@miamigov.com	Ongoing
City of Fort Lauderdale	Scott Teschry	954-828-9195	STeschry@fortlauderdale.gov	01/2020

Additional current and past clients may be attached to this form on a separate sheet.

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
	SEE ABOVE CURRENT & PAST CLIENTS			

By signing below, Bidder certifies that the information contained herein is complete and accurate to the best of Bidder's knowledge.

Firm: David Mancini & Sons, Inc

Authorized Signature: _____ **Date:** 04/25/2025

Print or Type Name: Fabio Angarita **Title:** Vice President

FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of David Mancini & Sons, Inc a business existing under the laws of the State of Florida, (the "Entity") held on April 25th, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that, Fabio Angarita, as Vice President of the Entity, be and is hereby authorized to execute this Bid dated April 25th, 2025, on behalf of the Entity and submit this Bid to North Bay Village, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this 25th day of April, 2025.

Secretary: _____
Print Name: David Mancini, Jr

Vice President: _____
Print Name: Fabio Angarita

(Seal)

NORTH BAY VILLAGE
INVITATION TO BID NO. ITB-2025-002

FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)

I,_____ ("Affiant") being first duly sworn, deposes and says:

1. I am the _____
   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
   _____ doing
   business as _____, the
   Bidder that has submitted the attached Bid.
2. I am fully informed respecting the preparation and contents of the attached Bid and all of the pertinent circumstances respecting such Bid.
3. I am authorized to execute the Bid dated _____, and submit this Bid to North Bay Village, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or __ online notarization, this _____ day of _____, 20____, by_____ (name of person) as _____ (type of authority) for _____ _____(name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

FORM 4
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

X Addendum 1	____ Addendum 6
X Addendum 2	____ Addendum 7
____ Addendum 3	____ Addendum 8
____ Addendum 4	____ Addendum 9
____ Addendum 5	____ Addendum 10

NOTICE 1 – NOTICE OF BID SUBMISSION

Firm: David Mancini & Sons, Inc

Authorized Signature: _____ **Date:** 04/25/2025

Print or Type Name: Fabio Angarita **Title:** Vice President

FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE BIDDER AND NOTARIZED BELOW. IN THE EVENT THE BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

David Mancini & Sons, Inc
NAME OF PROPOSING OR BIDDING ENTITY

By: Fabio Angarita - Vice President
INDIVIDUAL'S NAME AND TITLE

27-7316806
FEIN OF PROPOSING OR BIDDING ENTITY

Date: 04/25/2025

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

FA
Bidder Initials

American Rescue Plan Act Compliance Affidavit

If applicable, Bidder acknowledges that compensation for the Services performed under the Agreement may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act ("ARPA"). In order to utilize ARPA funding, the Village shall incorporate the federally required contract provisions in the Agreement awarded under this RFP. The Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this RFP: (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable; (ii) The U.S. Department of the Treasury's Final Rule governing ARPA; (iii) U.S. Department of the Treasury Coronavirus

State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019); (iv) The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions; (v) American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement; (vi)The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance, and (vii) Assurances of Compliance with Title VI of the Civil Rights Act of 1964 (collectively, the "ARPA Regulations"). A copy of the ARPA Regulations are available for inspection by the Contractor at the Office of the Village Clerk and on the Village website.

Bidder Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

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

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

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

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

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

FA
_____
Bidder Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Bidder warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Bidder also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Bidder acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Bidder should the Bidder be selected for the performance of this contract.

FA
_____
Bidder Initials

Business Entity Affidavit

Bidder hereby recognizes and certifies that no elected official, board member, or employee of North Bay Village (the "Village") shall have a financial interest directly or indirectly in this transaction or any

compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Contractor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Contractor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder recognizes that with respect to this transaction or bid, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Bidder Initials

Non-Collusion/Anti-Collusion Affidavit

1. Bidder/Proposer has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder/Proposer, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Proposer, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Bidder/Proposer, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Bidder/Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against North Bay Village or any person interested in the proposed Contract.

Bidder Initials

Scrutinized Companies

1. Bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Bidder or its subcontractors are found to have submitted a false certification; or if the Bidder, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If the Agreement that may result from this ITB is for more than one million dollars, the Bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Bidder, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Bidder, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

FA
_____
Bidder Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Contractor warrants that all information provided by it in connection with this bid is true and accurate.
5. I hereby propose to furnish the services specified in the ITB. I agree that my Bid will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Bids.
6. I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Contractor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Contractor under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list.

FA
_____
Bidder Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)
David Mancini		40
David Mancini, Jr		30
Richard Mancini		30

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

Bidder Initials

Truth in Negotiation Certificate

The Contractor hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Invitation to Bid and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Contractor further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida.

Bidder Initials

Prohibition on Contingent Fees

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Invitation to Bid and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Contractor is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida. Contractor understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Bidder Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

In the presence of:

Witness #1 Print Name: Parth Deasi

Witness #2 Print Name: Raul Cabrera

Signed, sealed and delivered by:

Print Name: Fabio Angarita
Title: Vice President
Firm: David Mancini & Sons, Inc

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of X physical presence or __ online notarization, this 25th day of April, 2025, by Fabio Angarita (name of person) as Vice President (type of authority) for David Mancini & Sons, Inc _____(name of party on behalf of whom instrument is executed).

LEYDIS COLOMINA POWER
MY COMMISSION # HH 502789
EXPIRES: July 10, 2028

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

FORM 6

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certifyand disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: David Mancini & Sons, Inc

Authorized Signature: _____ **Date:** 04/25/2025

Print or Type Name: Fabio Angarita **Title:** Vice President

FORM 7
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X

---

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

---

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Contractor or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for North Bay Village.

Firm: David Mancini & Sons, Inc

Authorized Signature: _____ **Date:** 04/25/2025

Print or Type Name: Fabio Angarita **Title:** Vice President

NORTH BAY VILLAGE
INVITATION TO BID NO. ITB-2025-002

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No □ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications (Attach Copies)
Fabio Angarita	Vice President / Project Manager	25	11	
Ryan Kaltz	Superintendent	24	14	

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Village:

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Village's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Bidder hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The Bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the Bidder's bid. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number
South Florida Electrical 4234 SW 75th Avenue,Miami,FL,33155	Electrical	EC13006384
C&R Milling & Paving 1 N. Krome Ave. # 100, Homestead,FL,33030	Milling & Paving	

Firm: David Mancini & Sons, Inc

Authorized Signature: _____ **Date:** 04/25/2025

Print or Type Name: Fabio Angarita **Title:** Vice President

FORM 9

REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

Reference No. 1

Company/Entity Name:	City of Fort Lauderdale
Address Village, State Zip Code	100 N Andrews Ave,Fort Lauderdale,FL,33301
Contact Name: Title:	Lamar Case / Project Manager II
Phone No: Fax: Email:	954-828-3752/LCase@fortlauderdale.gov
Date of Service or Contract Period: Location	03/2024
Summary of Services Performed Governmental or Private	Design-Build Pump Station A-24
Dollar Value of Contract	$ 3,800,000.00

Reference No. 2

Company/Entity Name:	City of Fort Lauderdale
Address Village, State Zip Code	100 N Andrews Ave,Fort Lauderdale,FL,33301
Contact Name: Title:	Jose Colmenares / Project Manager II
Phone No: Fax: Email:	954-709-8481 / LColmenares@fortlauderdale.gov
Date of Service or Contract Period: Location	03/2024
Summary of Services Performed Governmental or Private	Design-Build Pump Station A-16
Dollar Value of Contract	$ 2,700,000.00

Reference No. 3

Company/Entity Name:	City of Miami Beach
Address Village, State Zip Code	1700 Convention Center Dr.. Miami Beach,FL,
Contact Name: Title:	Bruce Mowry P.E. / City Engineer
Phone No: Fax: Email:	386-262-4943 / bmowry@att.net
Date of Service or Contract Period: Location	09/2020
Summary of Services Performed Governmental or Private	Indian Creek 72" Stormwater Improvements including construction of Pump Station
Dollar Value of Contract	$ 11,662,075.00

NORTH BAY VILLAGE
INVITATION TO BID NO. ITB-2025-002

FORM 10
E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, North Bay Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The Bidder Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By submitting a response to this ITB and signing below, the Bidder Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☑ **Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.**

In the presence of:

P-B-D

Witness #1 Print Name: Parth Desai

Witness #2 Print Name: Raul Cabrera

Signed, sealed and delivered by:

Print Name: Fabio Angarita

Title: Vice President

Firm: David Mancini & Sons, Inc

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of X physical presence or __ online notarization, this 25th day of April, 2025, by Fabio Angarita (name of person) as Vice President (type of authority) for David Mancini & Sons, Inc (name of party on behalf of whom instrument is executed).

LEYDIS COLOMINA POWER
MY COMMISSION # HH 502789
EXPIRES: July 10, 2028

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
___ Produced identification (Type of Identification: ___)
___ Did take an oath; or
___ Did not take an oath

FORM 11

IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the bid IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

☑ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: David Mancini & Sons, Inc

Authorized Signature: _____ **Date:** 04/25/2025

Print or Type Name: Fabio Angarita **Title:** Vice President

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
David Mancini & Sons, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2601 Wiles Road

Requester's name and address (optional)

6 City, state, and ZIP code
Pompano Beach, FL 33073

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 7 - 3 7 1 6 8 0 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Kimberley Weldon Financial Controller Date ▶ 5/9/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

9. On 2nd page of form 12 schedule of values, there is missing a line for a total price.

20	F&I 36" DIP 45 DEG. BEND	EA	1	$	$
21	F&I 30" DIP 90 DEG. BEND	EA	2	$	$
22	F&I 36"X24" M.J. DIP TEE	EA	6	$	$
23	F&I 36"X36" M.J. DIP TEE	EA	2	$	$
24	F&I 24" GATE VALVE	EA	6	$	$
25	F&I 30" GATE VALVE	EA	1	$	$
26	30"X36" CONCENTRIC REDUCER	EA	1	$	$
27	F&I INJECTION WELLS	EA	6	$	$
28	CONCRETE FOR ELECTRICAL PAD	CY	22	$	$
29	1" MILLING	SY	270	$	$
30	1" RESURFACING	SY	1520	$	$
31	8" BLACK BASE	SY	1250	$	$
32	DRIVEWAY RESTORATION	SY	450	$	$
33	DRIVEWAY RESTORATION (SPECIALTY)	SY	120	$	$
34	SOD RESTORATION	SY	2000	$	$
35	ABANDONMENT OF EXISTING PIPES & WELLS	Aggregate Sum	1	$	$
36	PAVEMENT MARKINGS RESTORATION	Aggregate Sum	1	$	$
37	PUMPING STATION (Cost includes other subcomponents)	Aggregate Sum	1	$	$
38	ELECTRICAL CONNECTION	Aggregate Sum	1	$	$
39	LANDSCAPE MITIGATION	Aggregate Sum	1	$	$
40	SITE DEMOLITION & UTILITY RELOCATION	Aggregate Sum	1	$	$
41	MOBILIZATION/DEMOBILIZATION	Aggregate Sum	1	$	$
42	MAINTENANCE OF TRAFFIC (MOT)	Aggregate Sum	1	$	$
43	BONDS & INSURANCE	Aggregate Sum	1	$	$
44	DEDICATED OWNER ALLOWANCE	Contingent Allowance	1	$ 600,000.00	$ 600,000.00
45	PERMIT FEES	Dedicated Allowance	1	$ 60,000.00	$ 60,000.00

Answer: Acknowledged, section for total bid price has been added and is to be filled out as follows:

Item	Description	Unit	Est. Qty	Price	Value
1	F&I 15" RCP PIPE (CIPP)	LF	222	$ 243.00	$ 53,946.00
2	F&I 18" RCP PIPE (CIPP)	LF	447	$ 296.00	$ 132,312.00

3	F&I 10" PVC PIPE (CIPP)	LF	258	$ 189.00	$ 48,762.00
4	F&I 18" PVC PIPE (CIPP)	LF	252	$ 286.00	$ 72,072.00
5	DRAINAGE MANHOLES, MODIFIED J-7, 16'-9" x 8'-6" POLLUTION CONTROL STRUCTURE	EA	1	$ 325,861.00	$ 325,861.00
6	MANHOLE TYPE J-7, >10'	EA	10	$ 23,759.00	$ 237,590.00
7	F&I DRAINAGE INLET, DBI TYPE C, <10'	EA	11	$ 10,202.00	$ 112,222.00
8	F&I 10" HP PIPE	LF	10	$ 843.00	$ 8,430.00
9	F&I 15" HP PIPE	LF	10	$ 622.00	$ 6,220.00
10	F&I 18" HP PIPE	LF	165	$ 341.00	$ 56,265.00
11	F&I 36" HP PIPE	LF	23	$ 889.00	$ 20,447.00
12	F&I 42" HP PIPE	LF	51	$ 1,301.00	$ 66,351.00
13	F&I 48" HP PIPE	LF	156	$ 810.00	$ 126,360.00
14	F&I 54" HP PIPE	LF	86	$ 1,084.00	$ 93,224.00
15	F&I 66" HP PIPE	LF	17	$ 4,688.00	$ 79,696.00
16	F&I 24" DIP PIPE	LF	44	$ 715.00	$ 31,460.00
17	F&I 30" DIP PIPE	LF	41	$ 1,010.00	$ 41,410.00
18	F&I 36" DIP PIPE	LF	526	$ 1,000.00	$ 526,000.00
19	F&I 36" DIP 22.5 DEG. BEND	EA	2	$ 24,467.00	$ 48,934.00
20	F&I 36" DIP 45 DEG. BEND	EA	1	$ 27,316.00	$ 27,316.00
21	F&I 30" DIP 90 DEG. BEND	EA	2	$ 31,304.00	$ 62,608.00
22	F&I 36"X24" M.J. DIP TEE	EA	6	$ 38,358.00	$ 230,148.00
23	F&I 36"X36" M.J. DIP TEE	EA	2	$ 48,397.00	$ 96,794.00
24	F&I 24" GATE VALVE	EA	6	$ 80,754.00	$ 484,524.00
25	F&I 30" GATE VALVE	EA	1	$ 132,821.00	$ 132,821.00
26	30"X36" CONCENTRIC REDUCER	EA	1	$ 26,794.00	$ 26,794.00
27	F&I INJECTION WELLS	EA	6	$ 131,949.00	$ 791,694.00
28	CONCRETE FOR ELECTRICAL PAD	CY	22	$ 750.00	$ 16,500.00

29	1" MILLING	SY	270	$ 35.00	$ 9,450.00
30	1" RESURFACING	SY	1520	$ 15.00	$ 22,800.00
31	8" BLACK BASE	SY	1250	$ 155.00	$ 193,750.00
32	DRIVEWAY RESTORATION	SY	450	$ 200.00	$ 90,000.00
33	DRIVEWAY RESTORATION (SPECIALTY)	SY	120	$ 250.00	$ 30,000.00
34	SOD RESTORATION	SY	2000	$ 20.00	$ 40,000.00
35	ABANDONMENT OF EXISTING PIPES & WELLS	Aggregate Sum	1	$ 196,689.00	$ 196,689.00
36	PAVEMENT MARKINGS RESTORATION	Aggregate Sum	1	$ 5,550.00	$ 5,550.00
37	PUMPING STATION (Cost includes other subcomponents)	Aggregate Sum	1	$ 3,970,000.00	$ 3,970,000.00
38	ELECTRICAL CONNECTION	Aggregate Sum	1	$ 750,000.00	$ 750,000.00
39	LANDSCAPE MITIGATION	Aggregate Sum	1	$ 35,000.00	$ 35,000.00
40	SITE DEMOLITION & UTILITY RELOCATION	Aggregate Sum	1	$ 250,000.00	$ 250,000.00
41	MOBILIZATION/DEMOBILIZATION	Aggregate Sum	1	$ 1,073,000.00	$ 1,073,000.00
42	MAINTENANCE OF TRAFFIC (MOT)	Aggregate Sum	1	$ 67,151.00	$ 67,151.00
43	BONDS & INSURANCE	Aggregate Sum	1	$ 273,000.00	$ 273,000.00
44	DEDICATED OWNER ALLOWANCE	Contingent Allowance	1	**$ 600,000.00**	**$ 600,000.00**
45	PERMIT FEES	Dedicated Allowance	1	**$ 60,000.00**	**$ 60,000.00**
				Total Bid Cost	$ 11,623,151.00

TRENCH SAFETY					
Item	**Trench Safety Measure (Description)**	**Unit (Qty)**	**Unit of Measure (LF, SY)**	**Unit Cost**	**Extended Cost**
A.	Trench Box	1,130.00	LF	$ 5.00	$ 5,650.00
B.					
C.					
	Failure to complete the above may result in the bid being declared non-responsive				

ALL LINE ITEMS MUST ADD UP TO THE TOTAL COST OF THAT SECTION AND TOTAL COST OF THE BID SUBMITTAL

Submitted on this 25th day of April, 2025.

a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

By _____

b. (If a corporation)

(Affix Seal)

Signature of BIDDER _____

By Fabio Angarita - Vice President

Attested by Secretary _____

Incorporated under the laws of the State of Florida. David Mancini, Jr

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.

FORM 13

BID SECURITY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, David Mancini & Sons, Inc

as Principal and Bidder, and Travelers Casualty and Surety Company of America

Hereinafter called Surety, are held and firmly bound unto the North Bay Village, a municipality within the State of Florida, and represented by its Village Manager, in the sum of five percent of the proposed annual base bid amount of: $ FIVE PERCENT OF BID AMOUNT (Written Dollar Amount) dollars ($ 5%) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the North Bay Village for the furnishing of all labor, materials (except those to be specifically furnished by the Village), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and solicitation, entitled:

NORTH BAY ISLAND PHASE 1 STORMWATER IMPROVEMENT PROJECT
ITB-2025-002

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the bid amount be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Village for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the North Bay Village and furnishes the Performance Bond, in an amount equal to one hundred percent of the **annual** base bid amount, satisfactory to the Village, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the North Bay Village and the Surety herein agrees to pay said sum immediately upon demand of the Village in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said David Mancini & Sons, Inc as Principal herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said Travelers Casualty and Surety Company of America as Surety herein, has caused these presents to be signed in its name by its Attorney-In-Fact and attested in its name by its Account Manager under its corporate seal, this 25th day of April, 2025.

In the presence of:

Witness #1 Print Name: Parth Desai

Witness #2 Print Name: RaulCabrera

Signed, sealed and delivered by:

David Mancini & Sons, Inc

Print Name: Fabio Angarita

Title: Vice President

Principal/Firm: David Mancini & Sons, Inc

In the presence of:

Witness #1 Print Name: Courtney Saunders

Witness #2 Print Name: Kenzie Smith

Signed, sealed and delivered by:

Travelers Casualty and Surety Company of America

Attorney-In-Fact:

(Power of Attorney to be attached) Angelo G. Zervos

Resident Agent

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **ANGELO G ZERVOS** of **COCONUT CREEK**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024,** before me personally appeared **Bryce Grissom,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **April**, **2025**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FORM 14
E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Witness #1 Print Name: Parth Desai

Witness #2 Print Name: Raul Cabrera

Signed, sealed and delivered by:

Print Name: Fabio Angarita
Title: Vice President
Entity Name: David Mancini & Sons, Inc

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 25th day of April, 2025, by Fabio Angarita (name of person) as Vice President (type of authority) for David Mancini & Sons, Inc (name of party on behalf of whom instrument is executed).

LEYDIS COLOMINA POWER
MY COMMISSION # HH 502789
EXPIRES: July 10, 2028

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

FORM 15
AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of David Mancini & Sons, Inc, a nongovernmental entity.
3. David Mancini & Sons, Inc does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

P-B-D

Witness #1 Print Name: Parth Desai

Witness #2 Print Name: Raul Cabrera

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Print Name: Fabio Angarita
Title: Vice President
Entity Name: David Mancini & Sons, Inc

OATH OR AFFIRMATION

State of Florida
County of Broward

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 25th day of April, 2025, by Fabio Angarita (name of person) as Vice President (type of authority) for David Mancini & Sons, Inc (name of party on behalf of whom instrument is executed).

LEYDIS COLOMINA POWER
MY COMMISSION # HH 502789
EXPIRES: July 10, 2028

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

FORM 16

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, bid, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. David Mancini & Sons, Inc ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

P-13-D

Witness #1 Print Name: Parth Desai

Witness #2 Print Name: Raul Cabrera

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Print Name: Fabio Angarita

Title: Vice President

Entity Name: David Mancini & Sons, Inc

OATH OR AFFIRMATION

State of Florida

County of Broward

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 25th day of April, 2025, by Fabio Angarita (name of person) as Vice President (type of authority) for David Mancini & Sons, Inc (name of party on behalf of whom instrument is executed).

LEYDIS COLOMINA POWER
MY COMMISSION # HH 502789
EXPIRES: July 10, 2028

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MELEHAN, FRANCIS PATRICK

DAVID MANCINI & SONS, INC
613 BEACON HILL
BLAIRSVILLE GA 30512

LICENSE NUMBER: CGC1506008

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/09/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MANCINI, DAVID A

DAVID MANCINI & SONS, INC.
2601 WILES ROAD
POMPANO BEACH FL 33073

LICENSE NUMBER: CUC044220

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/19/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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State of Florida
Department of State

I certify from the records of this office that DAVID MANCINI & SONS, INC. is a corporation organized under the laws of the State of Florida, filed on October 20, 2010, effective October 20, 2010.

The document number of this corporation is P10000086044.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 7, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of February, 2025

Secretary of State

Tracking Number: 0061337454CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 25,2024

DAVID MANCINI & SONS, INC.
2601 WILES ROAD
POMPANO BEACH, FLORIDA 33073

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, MINOR BRIDGES, ASPHALT RESTORATION, DIRECTIONAL DRILLING, PUMPS STATIONS, UNDERGROUND UTILITY (WATER & SEWER).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025.**

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Mar 19, 2024
Secretary of State
8957320614CC

DOCUMENT# P10000086044

Entity Name: DAVID MANCINI & SONS, INC.

Current Principal Place of Business:

2601 WILES ROAD
POMPANO BEACH, FL 33073

Current Mailing Address:

2601 WILES ROAD
POMPANO BEACH, FL 33073 US

FEI Number: 27-3716806

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

MANCINI, DAVID A
2601 WILES ROAD
POMPANO BEACH, FL 33073 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P
Name	MANCINI, DAVID
Address	1875 N HIBISCUS DRIVE
City-State-Zip:	MIAMI FL 33181

Title	SECR
Name	MANCINI , DAVID A JR.
Address	1875 N. HIBISCUS DRIVE
City-State-Zip:	MIAMI FL 33181

Title	EXECUTIVE VICE PRESIDENT
Name	MANCINI, DAVID A JR.
Address	1875 N HIBISCUS DRIVE
City-State-Zip:	MIAMI FL 33181

Title	EXECUTIVE VICE PRESIDENT
Name	MANCINI, RICHARD
Address	2601 WILES ROAD
City-State-Zip:	POMPANO BEACH FL 33073

Title	VICE-PRESIDENT
Name	ANGARITA, FABIO
Address	2601 WILES ROAD
City-State-Zip:	POMPANO BEACH FL 33073

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DAVID A MANCINI JR — EXECUTIVE VICE PRESIDENT — 03/19/2024

Electronic Signature of Signing Officer/Director Detail — Date

RESOLUTION ADOPTED BY SOLE DIRECTOR AND MAJORITY SHAREHOLDER OF DAVID MANCINI & SONS, INC., A FLORIDA CORPORATION

The undersigned, being the sole Director, Majority Shareholder and President of David Mancini & Sons, Inc. hereby adopts the following resolution:

RESOLVED, that the following individuals are authorized to sign construction bids and contracts for the Corporation:

Name	Title
David Mancini	President
David Mancini Jr	Vice President
Richard Mancini	Vice-President
Fabio Angarita	Vice-President

RESOLVED FURTHER, that the Officers of this Corporation are authorized and directed to take any action necessary to effectuate the foregoing resolution.

Dated: February 22, 2022

David Mancini, Sole Director and Majority Shareholder

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assured Partners 39 N. Duke Street Lancaster PA 17602	**CONTACT NAME:** Adam Shelton **PHONE (A/C, No, Ext):** 502-708-3103 **FAX (A/C, No):** **E-MAIL ADDRESS:** adam.shelton@assuredpartners.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Arch Insurance Company — 11150
INSURED DAVIMAN-01 David Mancini & Sons Inc. 2601 Wiles Road Pompano Beach FL 33073	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1981347938 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	ZAGLB1043700	4/1/2025	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	ZACAT9329300	4/1/2025	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	ZAWCI1046800	4/1/2025	7/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
David Mancini & Sons, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2601 Wiles Road

Requester's name and address (optional)

6 City, state, and ZIP code
Pompano Beach, FL 33073

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
2	7	–	3	7	1	6	8	0	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Kimberley Weldon Financial Controller Date ▶ 5/9/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

3A MAJOR ROADS (ASPHALT AND CONCRETE PAVING FOR INTERSTATE, PRIMARY, SECONDARY, AND ARTERIAL ROADWAYS AND AIRPORTS AND WORK INCIDENTAL THERETO)

00-1650-W
MANCINI, DAVID A. - QUALIFYING
DAVID MANCINI & SONS, INC.
2601 WILES ROAD
POMPANO BEACH FL 33073
EXPIRES 06/30/2025

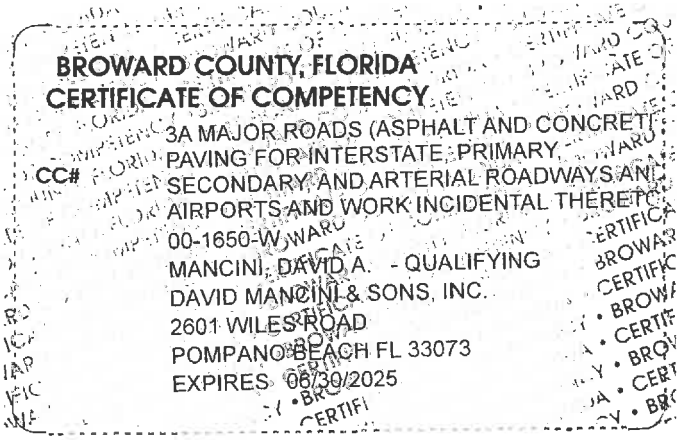
BROWARD COUNTY FLORIDA

CERTIFICATE OF COMPETENCY

Detach and **SIGN** the reverse side of this card **IMMEDIATELY** upon receipt! **You should carry this card with you at all times.**

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

MANCINI, DAVID A.
8835 NW 58 CT
PARKLAND FL 330670000



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: DAVID MANCINI & SONS INC

Owner Name: DAVID MANCINI
Business Location: 2601 WILES ROAD
POMPANO BEACH
Business Phone: 954-977-3556

Receipt #: 189-238757
Business Type: ALL OTHER TYPES CONTRACTOR (UNDERGROUND UTILITY & EXCAVATION)
Business Opened: 01/27/2011
State/County/Cert/Reg: CUC044220
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

For Vending Business Only
Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

DAVID MANCINI & SONS INC
2601 WILES ROAD
POMPANO BEACH, FL 33073

Receipt #032-23-00002594
Paid 09/10/2024 27.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: DAVID MANCINI & SONS INC

Owner Name: DAVID MANCINI
Business Location: 2601 WILES ROAD
POMPANO BEACH
Business Phone: 954-977-3556

Receipt #: 189-238757
Business Type: ALL OTHER TYPES CONTRACTOR (UNDERGROUND UTILITY & EXCAVATION)
Business Opened: 01/27/2011
State/County/Cert/Reg: CUC044220
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

Signature

For Vending Business Only
Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #032-23-00002594
Paid 09/10/2024 27.00

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: DAVID MANCINI & SONS INC

Receipt #: 180-300656

Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: FRANCIS PATRICK MELEHAN

Business Location: 2601 WILES ROAD
POMPANO BEACH

Business Phone: 954-977-3556

Business Opened: 08/02/2019

State/County/Cert/Reg: CGC1506008

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

DAVID MANCINI & SONS INC
2601 WILES ROAD
POMPANO BEACH, FL 33073

Receipt #032-23-00002595
Paid 09/10/2024 27.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

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For Vending Business Only

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27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #032-23-00002595
Paid 09/10/2024 27.00

E-Verify

Welcome
Deirdre Gan

MENU

Company Information

Company Name
David Mancini and Sons Inc

Company ID Number
1375926

Doing Business As (DBA) Name
--

DUNS Number
--

Physical Location

Address 1
2601 Wiles Road

Address 2
--

City
Pompano Beach

State
FL

Zip Code
33073

County
BROWARD

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code

--

Additional Information

Employer Identification Number
273716806

Total Number of Employees
20 to 99

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

View / Edit

NAICS Code
237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

View / Edit

Total Hiring Sites
1

View / Edit

Total Points of Contact
2

View / Edit

View Original MOU Template

View MOU

Last Login: 05/10/2021 06:41 PM

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

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EQUIPMENT TYPE	Description	Make	Model	Year	Serial Number
7 AIR COMPRESSOR					
AC185A	AIR COMPRESSOR	SULLAIR	185DPQCAT	2011	201101040026 SN
AC200B	AIR COMPRESSOR	SULLAIR	200HDPQCAT	2016	201608240035
AC200C	AIR COMPRESSOR	SULLAIR	200HDPQCAT	2016	201608220006
AC375A	AIR COMPRESSOR	SULLAIR	375HDP	2019	201812180018
MAIRC6	AIR COMPRESSOR	SULLAIR	210HDPQ-C	2006	200607280058
MDIVE2	DIVE COMPRESOR	BROWNIES	CTD390B	2012	
MDIVE3	DIVE COMPRESSOR	BROWNIE'S	CTD390X	2016	21290
12 ATTACHMENTS					
MC4C	PLATE COMPACTOR ATTCHMENT	NPK	C4C	2017	2N1372
MH55D2	HAMMER	CATERPILLAR	H55DS_304_5CR	2012	
SC272A	272 SWEEPER ATTACHMENT	SMITH CHALLE	SCM200	2018	
SC272B	272 SWEEPER ATTACHMENT	SMITH CHALLE	SCM 200	2018	BR-12-18-36
B50DX1A	B50DX1 BREAKER w/ BRACKET	JOHN DEERE	HP-750	2006	
M262BA1	CAT BA18HYD 262C ATTACHME	CATERPILLAR	BA18HYD	2011	AZN03251
B135EX37	B135 EX37 ROCK DRILL RIG				
B365BLPH	B365BL PIPE HOOK	KENCO	PH30000	2007	
B365BLQC	B365BL ATTACHMENT				BTP10033
B470COUP	QUICK DISCONNECT FOR 470	PALADIN	JRB POWERLATCH	2015	AKRPLR92NTX30084
MTTRENCH	MT 30-50" TRENCH PAVER				
TILTROTA	TILTROTATOR PACKAGE	ENGCON	EC206	2019	EC029618
3 BROOM TRACTOR					
SJD520	BROOM TRACTOR	JOHN DEERE	5200	1995	LV5200E420555
BT2615B	BROOM TRACTOR	MASSEY FERG	MF2615	2013	FY814062
BT2660A	BROOM TRACTOR	MASSEY FERG	MF2660	2013	BX15020
16 BUCKET					
B50DX1B	BUCKET - 50D CLEANOUT DIT	JOHN DEERE	ASI 4' BUCKET	2006	
B245G24B	BUCKET - 24" JD 245G	JOHN DEERE	24" ESCO XDP	2017	RH120919
B245G36B	BUCKET - 36" JD 245G	JOHN DEERE	ESCO XDP 36"	2017	RH120908
B305E12A	BUCKET - 12" f CAT 305_5E	WERK BRAU	BKT304_5CCR_12W	2012	183151-1-4
B305E24A	BUCKET - 24" f CAT 305_5E	CATERPILLAR	BKT304_5CCR_24		
B305E40A	BUCKET - 40" f CAT 305_5E	CATERPILLAR	BKT304_5CCR_40D	2012	
B328D24A	BUCKET - 24" f CAT 328D	CATERPILLAR	328E	2013	3460877 or 3460882
B328D48A	BUCKET - 48" f CAT 328D	CATERPILLAR	48" BUCKET	2013	NBC08244
BB135G24	BUCKET - 24" C&P JD 135	C&P	24" SDR .571		
BB245G24	BUCKET - 24" JD 245	JOHN DEERE	24" BUCKET	2016	
BB245G36	BUCKET - 36" JD 245G	JOHN DEERE	36" BUCKET	2016	
BB312 60	BUCKET - 5 FT CAT 60"	CATERPILLAR	60" 312		312DC601002
BB321D24	BUCKET - 24" CAT 321	CATERPILLAR	24" QUEST	2015	
BB321D42	BUCKET - CAT 42" GP f B3	CATERPILLAR	BKT321D_42PMB	2012	GPB-4903-42-0512
BB321DFL	BUCKET - FLECO 42" f B321	FLECO	BKT321D_42FLC	2012	39024
MHYDCLAM	BUCKET - 8 FT HYD CLAMP	PEMBERTON			
2 CEMENT MIXER					
MCEM02	MULTIQUIP CONCRETE MIXER	MULTIQUIP		2015	
MCEM03	CONCRETE MIXER	TK	MC9	2018	3A9S38M18H1168095
3 COMBINATION BACKHOE/LOADER					
C420F1	LOADER/BACKOE	CATERPILLAR	420F	2012	SKR00457
C420F2	LOADER/BACKHOE	CATERPILLAR	420F	2013	SKR02081
L310SJ1	LOADER/BACKHOE - WHEEL	JOHN DEERE	310 SJ	2011	1T0310SJKB0200975
4 CONCRETE SAW/SAWS					
MSAWS	MISC SAWS CONCRETE/CHAIN				
CSHOND01	SAW 18" WALK BEHIND	HONDA	13HP DITEQ 18"	2011	000106D
M15HYSA2	HYDRAULIC CHAIN SAW	ICS	890F4	2018	00015456
M18STSAW	STREET SAW - 18'	STOW	CD613H18		0303673
3 DOZER					
D650H	DOZER	JOHN DEERE	650H	2002	T0650HX897875

EQUIPMENT TYPE

	Description	Make	Model	Year	Serial Number
DD3K1	DOZER	CATERPILLAR	D3K2XL	2018	KF202415
D750C1	DOZER	JOHN DEERE	750C	2000	T0750CX885243
18	**EXCAVATOR**				
B50G1	EXCAVATOR - COMPACT	JOHN DEERE	50G	2016	1FF050GXLGH283830
B50G2	EXCAVATOR - COMPACT	JOHN DEERE	50G	2016	1FF050GXPGH284841
B50G3	EXCAVATOR - COMPACT	JOHN DEERE	50G	2016	1FF050GXLGH284850
B85GA	EXCAVATOR- w 24" bu, 42"	JOHN DEERE	85G	2013	1FF085GXVDJ017083
B135GA	EXCAVATOR	JOHN DEERE	135G	2013	1FF135GXPDE400155
B245G1	EXCAVATOR	JOHN DEERE	245G LC	2016	1FF245GXTFE600911
B245G2	EXCAVATOR	JOHN DEERE	245G LC	2017	1FF245GXCGF800138
B27DZ1	EXCAVATOR	JOHN DEERE	27D ZTX	2011	1FF027DXLA025571
B308LC	EXCAVATOR - HYDRAULIC	KOMATSU	PC308LC3	2004	20094
B321D1	EXCAVATOR	CATERPILLAR	321D LCR	2011	MPG00182
B321D2	EXCAVATOR	CATERPILLAR	321D LCR	2011	MPG00237
B328DA	EXCAVATOR	CATERPILLAR	328D LCR	2013	RMX00449
B365BL	EXCAVATOR	CATERPILLAR	365BL	2002	9TZ00512
B470GA	EXCAVATOR	JOHN DEERE	470G	2015	1FF470GXJEE471106
B60DZ1	EXCAVATOR	JOHN DEERE	60D	2011	1FF060DXHA0280550
B3055D1	EXCAVATOR	CATERPILLAR	305.5DCR	2011	FLZ00360
B3055E1	EXCAVATOR	CATERPILLAR	305_5ECR	2012	FKY00533
B335FL1	EXCAVATOR	CATERPILLAR	335FLCR	2018	FTKNE10275
1	**FORKLIFT**				
FP360	FORKLIFT	HOIST	P360LC@48	2012	29457
3	**GENERATOR**				
GNCHI1	2200/2400 W GENERATOR	CHICAGO	5.5 HP 2.2/2.4K	2011	
MLITE1	LIGHT TOWER, TOWABLE SM	MAGNUM	MLT3060	2005	51816
MLITE2	LIGHT TOWER w/TRAILER	WACKER NEUSO	LTN6	2017	5XFLN0517HN000524
1	**GRADER**				
G120H1	GRADER	CATERPILLAR	120H NA	2000	4MK00726
16	**LOADER**				
L262C2	LOADER - SKID STEER	CATERPILLAR	262C	2011	MST04253
L272D1	LOADER - SKID STEER	CATERPILLAR	272DXHP	2012	SHY00269
L272D2	LOADER - SKID STEER	CATERPILLAR	272DXHP	2012	SHY00267
L272D3	LOADER - SKID STEER	CATERPILLAR	272D2XHP	2017	MD200564
L272D4	LOADER - SKID STEER	CATERPILLAR	272D2XHP	2017	MD200565
L272D5	LOADER - SKID STEER	CATERPILLAR	272D2XHP	2018	MD200950
L272D6	LOADER - SKID STEER	CATERPILLAR	272D2XHP	2019	MD200989
L624KA	LOADER - WHEEL	JOHN DEERE	624K	2013	1DW624KZCDE651292
L624KB	LOADER - WHEEL	JOHN DEERE	624K	2016	1DW624KZVGF674501
L624KC	LOADER - WHEEL	JOHN DEERE	624K	2016	1DW624KZEGF674973
L924GA	LOADER - WHEEL	CATERPILLAR	924G	2004	DDA01241
L924H1	LOADER - WHEEL	CATERPILLAR	924H	2011	092HLHXC02173
L938G1	LOADER - WHEEL	CATERPILLAR	938G II	2004	RTB00746
L938H1	LOADER - WHEEL	CATERPILLAR	938H	2011	MCC00374
L938M1	LOADER - WHEEL	CATERPILLAR	938M	2018	J3R05312
L950KA	LOADER - WHEEL	CATERPILLAR	950K	2013	R4A01321
17	**MISCELLANEOUS EQ**				
MARCH	ARCH SPREADER	ARCH	SPREADER		9409630
MCAGE	CUSTOM PERSONNEL CAGE	LAKESHORE IN	M332	2016	J-6132
M08MOB	MERCURY 8HP OUTBOARD	MERCURY	ME 8MH 4S	2015	0R672463
M10JOB	JOHNSON 10 OUTBOARD				
M60YOB	YAMAHA 60 OUTBOARD			2013	
MIBEAM	I BEAMS				
MSCAM1	SEAVIEW CAMERA	SEAVIEW			
MSTEEL	STEEL PLATES	Steel Plates			see File Attachement
MWHEEL	(2) WHEEL WEIGHER	HAENNI	WL101		

EQUIPMENT TYPE

	Description	Make	Model	Year	Serial Number
ARROWBD	ARROW BOARDS (3)	15 LIGHT		2018	
MBORING	3" PNEUMATIC BORING TOOL	VEMREER	VPT300	2019	312716
MFUSION	FUSION MACHINE	MCELROY		2013	C59082
MMWELD1	MIG WELDER	MILLERMATIC	252	2017	MH360109N
MSTEEL1	STEEL PLATES - 5 a. 20'				
MTAPKIT	FEED TAP 3/4-2" PIPE KIT	REED MANUFAC		2017	
MFUSION2	DIPS BUTT FUSION MACHINE	MCELROY	HIGH FORCE		C19949
MNUCGAUG	NUCLEAR DENSITY GAUGE				
8	**PUMP**				
P4DIA	PUMP - 4" DOUBLE DIAPHRAG	MWI	DDP004Y	2018	4DD-1024
P6PVA	PUMP - 6" VAC ASST	PIONEER	PP66S12L71	2016	PP27352
P8PVA	PUMP - 8' VAC ASST TRASH	PIONEER	PP88S12	2004	3031
PJETA	PUMP - 4" JET PUMP	COMPLETE	3JP-D4T-F	2016	9515
PJETC	PUMP - 4" JET PUMP	COMPLETE	DEWATERING	1998	8098
MWPSYS	WELL POINT SYSTEM - MISC				
PHYDH6	PUMP SYSTEM	D8 PERKINS	1104.44-1204		D8-1104.44-1204
PWP10A	PUMP - 10" WELLPOINT PUMP	6068DF150B	2JDXL06.8016	2002	PE6068D202027
1	**PRESSURE WASHER**				
MPRESS1	PRESSURE WASHER	Norstar			
14	**ROLLER/PLATE TAMPER**				
M1008A	COMPACTOR - REVERSIBLE PL	BOMAG	BPR100/80D	2015	101692761003
M1008B	COMPACTOR - REVERSIBLE PL	BOMAG	BPR100/80D	2015	101692761009
M5055A	COMPACTOR - REVERSIBLE CO	BOMAG	BPR50/55 DE	2019	101692401090
MHATZ1	COMPACTOR - VIB PLATE DIE	HATZ	B140 22"	2013	Y-3940
MVH408	COMPACTOR - REVERSIBLE PL	MULTIQUIP	MVH-408DZ	2017	B1424
RB124B	ROLLER	BOMAG	BW124DH		901581271068
RB124C	ROLLER	BOMAG	BW124DH-40	2017	861832131116
RB124D	ROLLER	BOMAG	BW124DH-5	2018	861586571052
RCB22A	COMPACTOR	CATERPILLAR	CB22	2013	22001340
RCB24A	COMPACTOR	CATERPILLAR	CB24	2011	24001324
RCB24B	COMPACTOR	CATERPILLAR	CB24	2012	24002362
RCS151	ROLLER - WHEEL	DYNAPAC	CS-151		00208
RBS502I	VIBRATORY RAMMER	WACKER	BS502i	2016	24296030
RBS602I	JUMPING JACK TAMPER	WACKER	BS602I	2017	24348966
3	**DUMP TRUCK**				
TDM06A	DUMP TRUCK	MACK		2006	1M2AG11C06M039988
TDM17A	MACK DUMP TRUCK	MACK	GU813	2017	1M2AX13C74HM036988
TDM19A	MACK DUMP TRUCK	MACK	GR64F	2019	1M2GR2GC1KM004632
4	**FLATBED/FUEL TRUCK**				
TFP99A	1999 FUEL LUBE TRUCK	PETERBILT	330P	1999	1NPNHZ7X7YS496414
TMF01A	2001 FORD F450 FLATBED	FORD	F-450	2001	1FDXF46S91EB40237
TMF13A	FREIGHTLINER MOT FLATBED	FREIGHTLINER	SPRINTER	2013	WDPPF4CC6D9556561
TMM13A	MACK LOWBOY TRUCK	MACK	CHU613	2013	1M1AN07Y3DM014152
19	**TRAILER**				
T05TON	TRAILER - MOBILE TL f RT	MOBILE TRAIL	FM1410	2006	1M9BF142861553455
T09TON	TRAILER 9 TON	EAGER BEAVER	B9DOW 9 TON	2017	112DPM299HL082078
T12TON	TRAILER 12 TON	ECONOLINE	MP424TE	1995	42ETPJE43T1000865
T25TON	TRAILER 25 TON	EAGER BEAVER	25XPT	2006	112HAX35X6L071863
TT06HO	TRAILER - 2006 HORIZON	HORIZON		2006	5E2B1101361026106
TTACKA	TACK TANK TRAILER	LEEBOY	L250T	2012	1B9AA1115B1309496
TTB07A	TRAILER - 2007 BELI	BELI	BELWB12 2EP	2007	16JF0162771043186
TTF05A	TRAILER - FONTAINE	FONTAINE		2005	13N14830351523951
TTH00A	TRAILER - 2000 HOOPER	HOOPER	20 TON	2000	4T0FB252XY1000555
TTK13A	TRAILER - TRAIL KING	TRAIL KING	TK110HDG-513	2013	1TKJ05137EM072235
TTR05A	TRAILER - REIT	REIT		2005	1RNF48A2X5R013867
TTV04A	TRAILER - VERMEER f RT450	VERMEER		2004	1VRZ111H641000406

EQUIPMENT TYPE

	Description	Make	Model	Year	Serial Number
TTZIP2	ASHPALT ZIPPER TRAILER	ASPHALT ZIPP	AZ480	2001	109FS10111U02182
TTZIP3	ASPHALT ZIPPER TRAILER	WILLIAMSON O	BT001	2011	109FS0821BU021866
T25TONA	TRAILER 25 TON	EAGER BEAVER	25XPT	2018	112HAX371KL083430
TOFFICE	20' OFFICE TRAILER	OFFICE	CONTAINER		
TTANDS1	2003 ANDS TRAILER	ANDS	TRAILER	2003	4YNBN18273C013104
TIMEOUT3	TRAILER - JUPITER TIMEOUT	CONTINENTAL		2014	1ZJBB3121EM082646
TIMEOUTT	TRAILER - COBIA TT TIMEOU	AMERA TRAIL	AC2426TMB	2008	4DJAB26288A001288
19	**PICKUP**				
TPC15A	2015 CHEVY SILVERADO	CHEVY	SILVERADO	2015	1GC0CUEG8FZ127362
TPC15B	2015 CHEVY SILVERADO	CHEVY	SILVERADO	2015	1GC0CUEG2FZ119547
TPC15C	2015 CHEVY SILVERADO	CHEVY	SILVERADO	2015	1GC0CUEG5FZ121812
TPC16A	2016 CHEVY SILVERADO	CHEVY	SILVERADO	2016	1GC2CUEGXGZ406077
TPC16B	2016 CHEVY SILVERADO	CHEVY	SILVERADO	2016	1GB0CUEG3GZ357011
TPC16C	2016 CHEVY SILVERADO	CHEVY	SILVERADO	2016	1GB0CUEG8GZ359496
TPC17A	2017 CHEVY SILVERADO	CHEVY	SILVERADO	2017	1GC2CUEG7HZ285736
TPC17B	2017 CHEVY SILVERADO	CHEVY	SILVERADO	2017	1GC1KWEYXHF206662
TPC18A	2018 CHEVY COLORADO	CHEVY	COLORADO	2018	1GCHSBEA5J1173616
TPC18B	2018 CHEVY SILVERADO	CHEVY	SILVERADO	2018	1GC1KXEY2JF205677
TPD11B	2011 DODGE RAM 1500	DODGE	RAM 1500 CC	2011	1D7RB1GT6BS550226
TPD11D	2011 DODGE RAM 1500	DODGE	RAM 1500	2011	3D7LP2EL0BG596819
TPD11E	2011 DODGE RAM 2500	DODGE	RAM 2500	2011	3D7LP2ET8BG600485
TPD15A	2015 DODGE RAM 2500 MEGAC	DODGE	RAM 2500	2015	3C6UR5NL0FG605476
TPD15B	2015 DODGE RAM 1500	DODGE	RAM 1500	2015	1C6RR6HTXFS608711
TPF04A	2004 FORD F250 SUPERDUTY	FORD	F250 SUPERDUTY	2004	1FDNF20L74ED40969
TPF17A	2017 FORD F-150	FORD	F-150	2017	1FTEW1EG8HFA71536
TPT14A	2014 TOYOTA TUNDRA 4x2	TOYOTA	TUNDRA 4x2	2014	5TFRY5F12EX151059
TVC14A	2014 CHEVY VAN	CHEVY	2500 VAN	2014	1GCWGGFA6E1161209
2	**TRUCK/TRACTOR**				
TJV04A	2004 STERLING TRUCK	STERLING	V312 LHA	2004	2FZHATAK44AM31231
TMD13A	MECHANIC TRUCK	DODGE	RAM 5500	2013	3C7WRMBL8DG520465
2	**TRENCHER**				
RT100A	TRENCHER	VERMEER	RT100	2004	1VRX057E551001734
RT450A	TRENCHER	VERMEER	RT450	2007	1VRX0721771001342
3	**WATER TRUCK**				
TWI99A	WATER TRUCK	INTERNATIONA	4700	1999	1HTSCAAM6XH682520
TWS00A	2000 STERLING WATER TRUCK	STERLING	L7500	2000	2FZHAFBA9YAF83201
TWS03A	2003 STERLING WATER TRUCK	STERLING	M7500	2003	2FZAAKAK33AL05758
9	**ASPHALT ZIPPER/COLD PLANER**				
M24MIL	COLD PLANER	CATERPILLAR	PC206	2012	DDG00981
M30MIL	COLD PLANER	CATERPILLAR	PC408B	2013	XCP00187
MBS70A	VIBRATORY HAMMER		BS702i	2011	
MCUT30	30" CUTTER HEAD				X002044
MPAVE1	ASPHALT PAVER	MAULDIN	1550D	2013	722L50TKZ9Y202722
MZIPE2	ASPHALT ZIPPER w TRAILER	ASPHALT ZIPP	480	2001	100716
MZIPE3	ASPHALT ZIPPER w/ TRAILER	ASPHALT ZIPP	AZ500B	2012	50000593
MZIPE4	ASPHALT ZIPPER w/ TRAILER	AZPHALT ZIPP	AZ480	2015	109FS10191U021878
MWPCOMP1	COMPACTOR SM GAS WACKER P	WACKER PLATE	COMPACTOR		6684107
4	**CONEX BOX**				
MCONX1	CONX 20' CONTAINER	CONX	20S2 613301	2011	2037988MSG
MCONX2	CONX 20' CONTAINER	CONX	20S2 615671	2011	2107067MSG
MCONX3	CONX 20' STANDARD TRI DOO	CONX	20ZS 618914	2011	ES20VZS2093
MCONX6	CONX 8' x 12	CONEX		2013	
3	**FUEL TANKS**				
MFUEL1	FUEL TANK	YOUNG	500 GALLON		14278
MTANK1	GAS TANK - SEDIMENT (JL B				

EQUIPMENT TYPE

	Description	Make	Model	Year	Serial Number
MTANK2	GAS TANK - SEDIMENT	ELARTE	SEDIMENT TANK	2002	5003
5 LASER					
L01C	LASER - PIPE LASER	TOPCON	TP-L4G	2001	VD0221
LTPL4A	LASER	TOPCON	TP-L4BG	2011	VH2587
LTPL4B	LASER - PIPE LASER	TOPCON	TP-L4BG	2012	VH2783
LTPL4C	LASER - PIPE LASER	TOPCON	TP-L4B	2014	VG9778
LSDG711	LASER - PIPE LASER	SPECTRA PREC	DG711-3	2015	
5 ROCK BOX					
M4YDRB	ROCK BOX - 4 YARD				
M5YDRB	ROCK BOX - 5 YARD				
M7YDRB	ROCK BOX - 7 YARD				
M9YDRB	ROCK BOX - 9 YARD			2017	33033
M20YDRB	ROCK BOX - 20 YARD	EFFICIENCY	SM-EWHD-24	2005	128386
8 TRENCH BOX					
TB4620	TRENCH BOX - 4 x 6 x 20	PRO-TEC	PRO4-620D		15008
TB6412	TRENCH BOX - 6 x 4 x 12				
TB6416	TRENCH BOX - 4 x 6 x 16				
TB6824	TRENCH BOX - 6 x 8 x 24	Efficiency	HT6-824	2014	147098
TB8828	TRENCH BOX - 8 x 8 x 28	SPEED SHOR	TS-0828DW8KE		42586
TJACKS	TRENCH JACKS SHORING SYST	NTS		2018	
TB4620A	TRENCH BOX - 4 X 6 X 20				130221
XTS6M824	TRENCH SHIELD 8 x 24	XTERRA	XTS-6M-824	2018	XTS180531

ITEM NO. 11.J

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Steven Buckland, Public Works Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROPOSAL FROM CHIN DIESEL, INC. FOR SOIL REMOVAL SERVICES IN AN AMOUNT NOT TO EXCEED $421,150; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve a proposal from Chin Diesel for the final phase of contaminated soil disposal services at the Village Community Center site in an amount not to exceed $421,150.00.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval for the final phase of contaminated soil disposal services at the Village Community Center performed by Chin Diesel in an amount not to exceed $421,150.00.

On December 12, 2023, the North Bay Village Commission adopted Resolution No. 2023-161, approving the site plan for the Village-owned property at 1841–1851 Galleon Street and the adjacent Treasure Island Elementary School. This site is currently being redeveloped for the construction of a new Village Community Center. On March 13th, 2025, the Village entered into a Development Agreement with Project Football LLC to construct a Community Center on the Village's former Public Works site located at 1851 Galleon Street. Per the Development Agreement, the Village is responsible for delivering a clean (contaminant-free) site.

In preparation for this project, the Village completed a Phase II Environmental Site Assessment (ESA), prepared by Properties Environmental Assessment & Remediation, Inc. (PEAR) on January 15, 2024. The assessment identified petroleum-contaminated soil and groundwater on-site. As a result, a Soil Management Plan was developed and submitted to the Department of Environmental Resources Management (DERM) for approval, which was

granted in August 2025.
Per the Village's requirements, all contaminated soil and debris must be managed in accordance with the protocols and recommendations outlined in the Soil Management Plan prepared by Kimley-Horn. This includes proper handling, transportation, and disposal.

On April 15, 2025, the Village entered into a contract with Chin Diesel to perform above grade demolition services (trees, structures, equipment, etc.) for a portion of the site. At that time, MG3 started to conduct piling and foundation work generating contaminated soils that needed to be removed. As the Village is responsible for the removal of all contaminated soils, the Village Manager authorized Chin Diesel to proceed with this work, which was subsequently ratified by Commission on October 21, 2025, at an estimated amount not-to-exceed $200,000. Chin Diesel has since completed the work at a final cost of $161,819.09, a savings of $38,180.91.

The DERM approved soil management plan by Kimley-Horn identifies green areas that must be excavated to a depth of up to three feet so that the stormwater runoff does not contaminate neighboring properties, rights-of-way, and or the stormwater drainage system that leads to the Biscayne Bay.

It is staff's recommendation that Chin Diesel be selected for this work in the best interest of the Village per Code Section 36.25L *Best interest of Village. The Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village,* as it is a continuation of Chin Diesel's previous work, as well as their familiarity of this environmentally sensitive site, DERM protocols, and Kimley-Horn's soil management plan.

It is recommended that the Village Commission approve the proposal from Chin-Diesel for the final phase of contaminated soil disposal services at the Village Community Center site in an amount not to exceed $421,150.00.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$421,150.00Fund Name: Stormwater
GL Line-Item Number: 340.36.538.6307
Total Budget Allocated: $8,787,328.37
Encumbered Amount: $2,241,388.44
Requested Amount: $421,150.00
Remaining Balance: $6,124,789.93

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution-Chin Diesel Soil Removal Services-Final.DOCX
Exhibit A-Chin Diesel Quote.pdf
Soil Management Plan.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROPOSAL FROM CHIN DIESEL, INC. FOR SOIL REMOVAL SERVICES IN AN AMOUNT NOT TO EXCEED $421,150; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is in the process of redeveloping Village-owned property located at 1841-1851 Galleon Street (the "Property"); and

WHEREAS, following the protocols and recommendations outlined in the Soil Management Plan for the Property, all contaminated soil and debris removed from the site must be transported, handled, and disposed properly; and

WHEREAS, on April 15, 2025, the Village Commission adopted Resolution No. 2025-032, authorizing the Village Manager to negotiate and execute an Agreement with Chin Diesel, Inc. (the "Contractor") for demolition and removal services at the Property in an amount not to exceed $41,375; and

WHEREAS, during the course of work at the Property, the Village required additional soil removal services to ensure that all material was properly transported, handled, and disposed of in compliance with applicable law; and

WHEREAS, on October 21, 2025, the Village Commission ratified and authorized expenditures in the amount of $200,000 to the Contractor to perform the additional soil removal services; and

WHEREAS, the Contractor has provided a proposal attached hereto as Exhibit "A" (the "Proposal") to provide soil removal services for the final phase of the removal process (the "Services") in the amount of $421,500; and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, the Village Commission finds that the process of competitive bidding and proposals for the Services is not in the best interest of the Village due to the project timeline for construction of the Community Center at the Property, and for the reasons

set forth in the staff memorandum accompanying this item; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission finds that it is in the Village's best interest to approve the Proposal from the Contractor for the Services in an amount not to exceed $421,150; and

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

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the Contractor's Proposal for the Services in an amount not to exceed $421,150.

Section 3. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution, including execution of any agreements necessary, subject to approval by the Village Attorney as to form, content, and legal sufficiency.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andy Rotondaro _____

PASSED AND ADOPTED on this ___ day of November, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney



1820 NE 144th Street
North Miami, Florida 33024
Phone: (786) 229-3336 ✶ Fax: (305) 949-1328
www.chindiesel.com

PROPOSAL

DATE: October 30, 2025

Town of North Bay Village
Attn: Steve Buckland
1666 Kennedy Causeway Suite 300
North Bay Village, FL 33141

PROJECT: Galleon Street Soil Remediation Program
1841 Galleon Street North Bay Village, FL 33141

In accordance with our conversation these past few days, please find our pricing and scope for soil removal and replacement services. This is based on equipment and materials and adhering safely to additional requirements based on received Kimley Horn SMP documents pertaining to contaminated soils removal and disposal from site and additional safeguarding and protection levels needing to be implemented. We understand that the Town of North Bay Village needs this as part of DERM compliance requirements, and other contractual obligations.

CHIN DIESEL, INC., will provide all necessary labor, equipment, materials and supervision to complete the scopes of work, and request a change order to cover additional labor and equipment costs as needed.

1. Excavate, Load, Haul off and legal disposal of Contaminated Spoils and associated materials in contact with the soils/product (DERM tickets, all manifests to be provided by CDI with monitoring by client's consultant) this is for all spoils to grade level per Engineering control Map at the North and South areas of the Site (Green Colored areas on the plans sheet 2A)**.**

2. Import, place and compact as best as feasibly possible of DERM clean (Quarry material) LBR-40 or equivalent material . All soils/product (DERM tickets, all to be provided by CDI with monitoring by client's consultant) this is to grade level**.**

3. Additional Safety Burden, labor, manifest collection and documentation for adherence to scope)

4. **Based on 2500 Tons of Material for 19500 SF area of site. 36" deep excavation from grade.**

Estimated Total $421,150.00

1820 NE 144th Street
North Miami, Florida 33024
Phone: (786) 229-3336 ✶ Fax: (305) 949-1328
www.chindiesel.com

- 1) All items removed by Chin Diesel, Inc. including the proceeds, if any, shall become property of Chin Diesel, Inc. These items include, but are not limited to the following: aluminum, copper, electrical panels, A/C units, furniture, anything of value, etc. Any items needed to be salvaged by Owner or GC is to be removed prior to requesting a proposal for demolition or we must be informed of future plans of items to be removed. Chin Diesel, Inc. will not take responsibility for any damages that may occur to salvageable items once work has commenced.

- 2) Removal & disposal of tires, any rubber material, drums filled with liquids, hazardous material or any other pre- existing conditions that are not associated with the project building will NOT be Chin Diesel, Inc's responsibility.

- 3) Chin Diesel, Inc. will not be held responsible for any open fines, violations, or fees from existing owner or present owner of said property.

- 4) This agreement entitles Chin Diesel, Inc. to place a sign at the jobsite

- 5) Unless otherwise provided in the Agreement, Owner will pay for services and reimburse Chin Diesel, Inc. for previously approved expenses within thirty (30) days. Any invoice not paid within 30 days shall be deemed past due and subject to interest or late payment. If payment must be affected by engaging a third party, the costs resulting there from shall be charged to the Owner.

- 6) Not Responsible for water damages or any removal of bees, or pests. Including any associated damages due to removal. Fees and removal will be responsibility of owner.

- 7) Temporary Fencing may be required to be installed in order to pass final building inspection within some cities. If it is required by the city, but excluded on our contract, owner/GC will be held responsible in acquiring all cost to install the temporary fence, and may or may NOT be required to be concrete set in drilled holes.

- 8) If any sums due are collected by suit or demand of any attorney or collection agency then the undersigned agrees to pay all costs: notice to owners, letters, calls, liens, etc. at an annual interest rate of 18% or 1.5% per month including reasonable attorney fees

- 9) NOT NEEDED

- 10) Any existing violations or fines from unsafe structure, code enforcement, or any other municipal department, or unpaid utilities must be paid and resolved by owner within ten (10) days of being notified so that it does not interfere with the final inspection of our permit. Any work that is not included in our

CHIN DIESEL INC.
1820 NE 144th Street
North Miami, Florida 33024
Phone: (786) 229-3336 ✶ Fax: (305) 949-1328
www.chindiesel.com

scope of work which is done to comply with inspector's request to finalizing permit will be charged to owner/GC and such cost must be paid within ten (10) of receiving invoice.

- 11) NOT NEEDED

- 12) **UNFORSEEN CONDITIONS:** If in the performance of **CHIN DIESEL, INC**. discovers latent, concealed, or subsurface physical conditions which differ materially from those indicated in the contract documents or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist, and not generally recognized as inherent in the kind of work provided for in this Agreement, the contract amount and/ or the progress schedule shall be equitably adjusted by a

- 13)Change Order within a reasonable time after the conditions are observed There will be an additional cost for this unforeseen condition.

- 14) NOT NEEDED

Thank You for the opportunity to submit this proposal. Should you require any additional information, or have any questions, please feel free to contact the undersigned at any time.

Sincerely Yours,

Leon C. Chin-You
President

PROPOSAL VALID FOR 30 DAYS. **PAYMENT TERMS: 25% Deposit Balance Due on completion**

AGREED AND ACCEPTED BY:

Signed _____ Title: _____

Name: _____ Date: _____

REVISED SOIL MANAGEMENT PLAN

NORTH BAY VILLAGE PROPERTY
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA
FOLIO NO. 23-3209-014-0200
UT-2645/FDEP FAC ID NO. 13/8944866

FEBRUARY 2025

Prepared by:
Kimley-Horn and Associates, Inc.
201 North Franklin Street, Suite 1400
Tampa, FL 33602
Phone: 813-620-1460
www.kimley-horn.com

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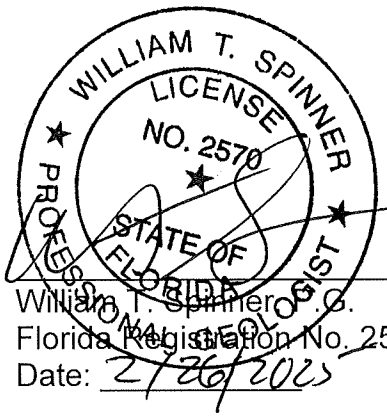
Project No.043138057

CERTIFICATION
FLORIDA REGISTERED PROFESSIONAL GEOLOGIST

In accordance with the provisions of Florida Statutes, Chapter 492, this document has been prepared under the direct supervision of a Professional Geologist registered in the State of Florida. This report has been determined to be in accordance with good professional practices pursuant to Chapter 492 of the Florida Statutes as it applies to the work described herein. No other warranties are implied or expressed.



William T. Spinner, P.G.
Florida Registration No. 2570
Date: 2/26/2025

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Figures

Figure 1 – Site Location Map

Figure 2A-2D – Proposed Concept and Drainage Plan with Soil/Groundwater Concentrations

Figure 3 – Dust Monitoring Location Map

Attachments

Soil Management Plan Acknowledgement Form

Worker Health and Safety Plan

1.0 INTRODUCTION

1.1 Purpose

This Soil Management Plan (SMP) was prepared for the redevelopment of the existing North Bay Village Facility located at 1851 Galleon Street, North Bay Village, Florida (**Figure 1**). The DERM's Site tracking number is Site No: UT-2645/FDEP ID No. 13/8944866. The purpose of the SMP is to document all contaminated soil excavation, handling, reuse, and disposal activities.

1.2 Project History

Historically, North Bay Village was constructed from dredge spoils from Biscayne Bay in the late 1940s. Sometime in the late 1950s, a wastewater treatment plant was constructed on the Site that existed until 1986, when the plant was razed. By the early 1990s, two structures, a pump station and two-story office building, were constructed. The two-story office building was demolished in September 2024 and the pump station is slated for demolition in early 2025.

Properties Environmental Assessment & Remediation Inc. (PEAR) prepared a Phase I ESA in November 2023 that identified a historical recognized environmental condition (HREC) associated with an underground storage tank system. Soil and groundwater contamination was identified on the property during a Phase II ESA conducted by PEAR in January 2024. North Bay Village is looking to redevelop the existing police office building and pump station area into a multi-story community center building with tennis/pickleball amenities. The park on the far western portion of the site will not be disturbed.

Assessment of contamination is documented in the following reports:

- Initial Site Assessment Report, dated April 8, 2024
- Site Assessment Report for Construction, dated May 31, 2024
- Site Assessment Report, dated August 21, 2024
- Comment Response Letter, dated October 28, 2024

1.3 Summary of Proposed Redevelopment

The Site historically operated as a police headquarters and public works facility (**Figure 1**). Recently, the police headquarters building was demolished to meet contractual obligations with the developer. An overall view of the proposed redevelopment is shown on **Figure 2A-2D**. The proposed redevelopment will include a 2-story community center building, four tennis courts, two pickle ball courts, and surrounding landscaped areas. Stormwater will be managed through infiltration galleries located along the northern and southern portions of the site. Details are provided on **Figure 2A-2D**. The community center structure and tennis/pickle ball courts will be used as engineering controls for impacted soils.

2.0 SITE ASSESSMENT

2.1 Assessment Summary

As stated above, site assessment activities were completed from April – October 2024. The contaminants of concern (COCs) in soils include Petroleum Aromatic Hydrocarbons (PAHs), Total Recoverable Petroleum Hydrocarbons (TRPH), and arsenic at concentrations exceeding leachability, direct exposure residential and commercial/industrial based soil cleanup target levels (LSCTLs/RSCTLs/CSCTLs). The COCs in the groundwater are arsenic and benzene at concentrations exceeding their respective groundwater cleanup target levels.

2.2 Soil Assessment

Soil assessment activities have identified arsenic at concentrations across the site exceeding the RSCTL at varying depths to the groundwater table, encountered at approximately 6 ft. below land surface (bls). One soil sample, KSB-22 (0.5-2 ft.) contained a concentration exceeding the CSCTL.

Concentrations of TRPH have been identified in two soil samples (KSB-22 [4-6ft.] & KSB-30 [0-0.5 ft.]) exceeding the LSCTL. All other samples were below the SCTLs.

Congeners of the benzo(a)pyrene (BaP) group have been identified in several soil samples at varying depths to the water table. Approximately 60% of the samples collected that contained concentrations exceeding the RSCTL also exceeded the CSCTL.

Locations of soil samples are provided in **Figure 2A-2D**.

2.3 Shallow Groundwater Elevation

Groundwater elevation data collected throughout assessment activities indicate depth to groundwater has historically ranged between 4.25 ft. bls to 9.00 ft. bls.

Survey has not yet been completed to determine water table elevation data relative to sea level. Kimley-Horn completed a relative elevation survey to determine groundwater flow, which is generally toward the north.

2.4 Groundwater Impacts

The COCs in groundwater consist of arsenic and benzene. Impacts appear to be limited to the area of KMW-5, in the central portion of the site and are not migrating. Based on the results of the monitoring wells situated around these wells, it appears that the horizontal and vertical extent of impacts has been defined. Location of groundwater monitoring wells is provided in **Figure 2D**.

3.0 SOIL MANAGEMENT PLAN

North Bay Village and its construction contractors will encounter contaminated soils and groundwater as part of construction activities at the Site. This SMP has been prepared to provide information on the handling, characterization, and disposal/relocation of impacted soil and to provide permitting requirements for any dewatering that may take place. The building foundation and recreational courts will be used as an engineering control for impacted soils. Any impacted soils not able to be reused onsite will be characterized for offsite disposal.

3.1 Contractor Responsibilities

The construction contractor will have the following responsibilities in soil management:

- The construction contractor shall utilize the attached Health and Safety Plan (HASP) that has been reviewed and certified by a Certified Industrial Hygienist (CIH). The HASP contains the following information: the expected contaminants of concern, emergency responses for workers exposed, and location of closest medical facilities. Contractor may prepare their own HASP, but it must include the information provided in the attached HASP and be certified by a CIH.
- The construction contractor shall hold a pre-construction meeting that includes a discussion of the SMP and the Site's HASP as part of the agenda.
- The construction contractor shall conduct daily tailgate meetings that include a job safety analysis and a review of the dust control plan.
- The construction contractor shall conduct a daily inspection of any stockpiled material to confirm dust, erosion and stormwater control efforts.

3.2 Contaminated Soil Reuse

Areas of the site contain COCs at concentrations exceeding the SCTLs. Contaminated soils identified within this area being excavated for grading or foundation installation purposes may be placed under engineering controls (i.e., the community center building foundation, tennis courts, or pickleball courts), within the area depicted as contaminated. However, no contaminated soil may be placed within 5 ft. of any site boundaries and must be placed at least 1 ft. above the highest October water table elevation and away from all proposed drainage structures (e.g., exfiltration trenches, retention areas, etc.).

The contaminated soil movement within this area shall be properly tracked (i.e., GPS locational equipment) through its origin location to the final destination. There shall be no reuse of contaminated soils offsite.

During construction, the contaminated soils shall be covered with plastic sheeting to prevent stormwater from percolating through, potentially leaching contamination from the soils. Soils will

be covered daily with polyethylene sheeting and shall be secured using heavy objects (rocks, bricks, etc.) to prevent strong winds from removing the cover and to prevent dust generation and/or soil runoff during rain events.

3.3 Soil Stockpiling

Should any soil excavated within the contaminated area be stockpiled during construction activities, it shall be stockpiled on polyethylene sheeting to prevent infiltration of precipitation and to control erosion and generation of dust. Stockpiled soils will be covered daily with polyethylene sheeting and shall be secured using heavy objects (rocks, bricks, etc.) to prevent strong winds from removing the cover and to prevent dust generation and/or soil runoff during rain events. Wet sweeping of soil stockpiles and any soils loaded into trucks will be completed using a low flow sprayer and will not result in spread of contamination via impacts to storm drains or unimpacted areas. Please note, contaminated soils may be stored on site for no more than ninety (90) calendar days, unless otherwise ordered by the Director or the Director's designee. Prior to the expiration of the ninety (90) day period, soils shall be disposed of at an approved landfill, documentation provided, and manifests included in a quarterly Soil Management Operation Report (SMOR).

3.4 Stockpile Characterization and Sampling Procedures

Sampling and analysis of any stockpiled soil will follow the requirements of Chapter 62-160, F.A.C., and the FDEP's Standard Operating Procedures (SOPs). Sampling of the stockpiled soil will follow the guidelines established in the DERM's Soil Reuse Guidance, Revised January 2024. This document contains information on the minimum number of composite and discrete soil samples required. The purpose of this sampling is to provide reasonable assurance to DERM that the proposed use is protective of human health and that the applicable DERM criteria will not be violated. The samples will be analyzed for the COCs listed above by the appropriate analytical methods. Samples will be submitted for analysis to a National Environmental Laboratory Accreditation Program (NELAP) certified laboratory. Results of the analysis will be submitted to DERM prior to on-Site reuse.

Soil planned to be disposed offsite must comply with the accepting landfill requirements. The contractor shall contact the accepting landfill for a list of parameters acceptable to set up a waste profile. Results of sampling of soils to be disposed must be sent to the landfill. At this time, it is not known if the current soil data will suffice for waste characterization for disposal.

3.5 Reuse of Stockpiled Soils

Any stockpiled soils that will be reused as backfill shall be placed under the new police building (**Figure 2A-2D**), within the contaminated area. Based on the depth to groundwater, placement of impacted soils is not anticipated to interact with groundwater.

3.6 Clean Backfill Material and Management

Clean backfill being imported to the Site from a non-Miami-Dade County quarry shall be characterized in accordance with DERM's *Soil Reuse Guidance for Miami-Dade County,* Revised January 2024.

The on-Site stockpiling of clean fill material for future use must be maintained separate from contaminated soil stockpiles. In order to prevent comingling of material, the location of the clean soil stockpiles must be documented prior to the start of construction. At the end of each day, clean soil stockpiles must be covered with polyethylene sheeting, which shall be secured by heavy objects (rocks, bricks, etc.) to prevent strong winds from removing the cover and to prevent dust generation and/or soil runoff.

3.7 Proposed Final Cover

The concept plans provide details for final cover (**Figure 2A-2D**). The majority of the Site contains building foundations or tennis and pickle ball courts. Any soils left in place in landscaped areas shall be comprised of either of the following:

1. One foot of clean backfill underlain by a visible liner/structure to prevent exposure to underlying impacted soils left in place.
2. Two feet of clean backfill to prevent exposure to underlying impacted soils left in place

The final cover will consist of engineering controls to prevent direct exposure to the impacted soils and/or to prevent water infiltration and leaching, as applicable.

4.0 CONSTRUCTION DEWATERING PROCEDURES

Should dewatering be conducted as part of the construction activities, a separate dewatering permit will have to be obtained through DERM PRS. Dewatering and drainage design plans shall be prepared in accordance with the DERM Minimum Requirements for Drainage and Dewatering.

5.0 INSTITUTIONAL AND ENGINEERING CONTROLS

Engineering controls (ECs) will include the use of impervious surfaces, such as the community center building foundation and tennis and pickle ball courts, to cap contaminated soils remaining in place. Landscaped areas within the contaminated area will be comprised of either two feet of clean fill or one foot of clean fill underlain with an impervious high visibility plastic mesh (6 mil or

greater) with compaction testing meeting or exceeding 85%. The chosen filling strategy will be selected by the chosen contractor and Town management personnel.

An Institutional control (IC), in the form of a groundwater use restriction will be placed on the property, which will remain in effect post-construction, in perpetuity.

Once the SMP is approved by DERM and construction activities have been completed, a draft Declaration of Restrictive Covenant (DRC) will be prepared to incorporate the IC/ECs, and Kimley-Horn will prepare an Engineering Control Maintenance Plan (ECMP) based on the as-built location and type of engineering controls used at the Site. The draft DRC and ECMP will be submitted to DERM for review and approval. Once approved, the final DRC will be recorded with the Clerk of Courts.

6.0 WORKER HEALTH AND SAFETY MONITORING

Construction worker health and safety relating to exposure to contaminated media shall follow all applicable Occupational Safety and Health Administration (OSHA) guidelines.

6.1 Health and Safety Plan

A Worker Health & Safety Plan is attached for review. The Health and Safety Plan (HASP) contains information regarding the expected contaminants of concern, emergency responses for workers exposed and location of closest medical facilities. North Bay Village and/or their contractor will be required to have their own HASP prepared and sealed by a Certified Industrial Hygienist (CIH). The information provided in the attached HASP shall be used as a baseline and can be modified to increase protection of workers.

6.2 Dust Control Plan

Precautions shall be taken to minimize fugitive emissions of particulates (dust) from the Site. Dust control measures will be employed when visually observable dust exists during SMP activities at the Site. The primary mechanism for dust control will be the use of water hoses from spigots. Dust suppression may also be accomplished, as appropriate, by covering areas with temporary tarps and/or utilizing municipal water. It should be noted that any alternate water sources brought onto the site will need to sampled appropriately, with results submitted to DERM for review and approval.

Proactive controls will be instituted to reduce the amount of dust generation during Site activities, including enforcement of low-speed limits (5 miles per hour) for vehicular traffic, decontamination of vehicles (onsite washing to remove dust/soil) leaving onsite work areas, and height limits for debris/soil stockpiles. Vehicles rinse stations will be set up at each entrance of the site and

accumulation of rinse water that does not evaporate shall be properly drummed after each day and properly disposed offsite.

If the sustained wind speeds exceed 25 miles per hour, active soil excavation and relocation will cease until the sustained wind speed declines to 25 miles per hour or lower. Non-dust-producing activities (equipment maintenance, etc.) may still be conducted during these periods.

Dust control training for Site personnel will be included in the HASP provided by the contractor. This training will review individual responsibilities and actions for controlling dust. The training will emphasize the importance of dust control to the overall success of the Site activities and familiarize Site personnel with the air monitoring requirements and dust control procedures that will be adhered to in accordance with this SMP to minimize dust generation. The consultant will have overall onsite responsibility for monitoring the dust control program; and the contractor will have onsite responsibility for adjusting dust control measures to prevent transport of dust offsite.

6.3 Dust Monitoring Plan

During the planned disturbance of soil containing contaminants above the FDEP SCTLs, an air monitoring program will be implemented to quantify safety and health hazards and airborne levels of particulates or dust. The air monitoring program will be used for determining work practices, and Personal Protective Equipment (PPE) for involved Site workers, as well as to evaluate the potential impacts to adjacent properties.

The primary purpose of this monitoring is to help evaluate the potential for worker exposure to the identified contaminants of concern and dust pollution. This will be accomplished by comparing the real-time particulate result with the action levels that are prescribed in the table below. The action levels have been developed based upon the soil concentration of the contaminant and commonly accepted work practices.

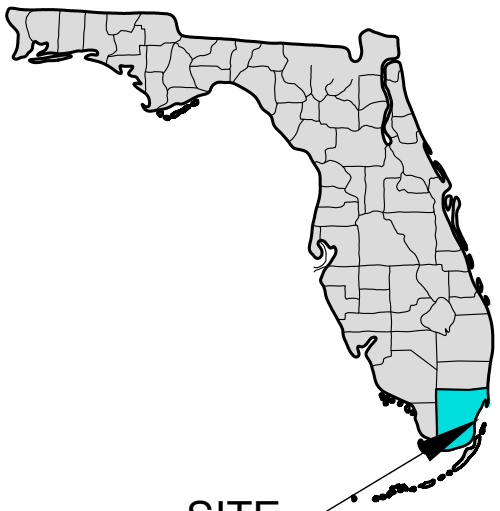
Observed Particulates Concentration	Action
150% of background concentration	Advise Contractor to enhance dust controls measures
200% of background or 0.150 mg/m^3 (NAAQs for PM_{10}) over a 5-minute period or Downwind concentration > (0.26 mg/m^3 + upwind concentration)	Advise Contractor to suspend dust generating activity until corrective actions are implemented to reduce particulate emissions below the action level.

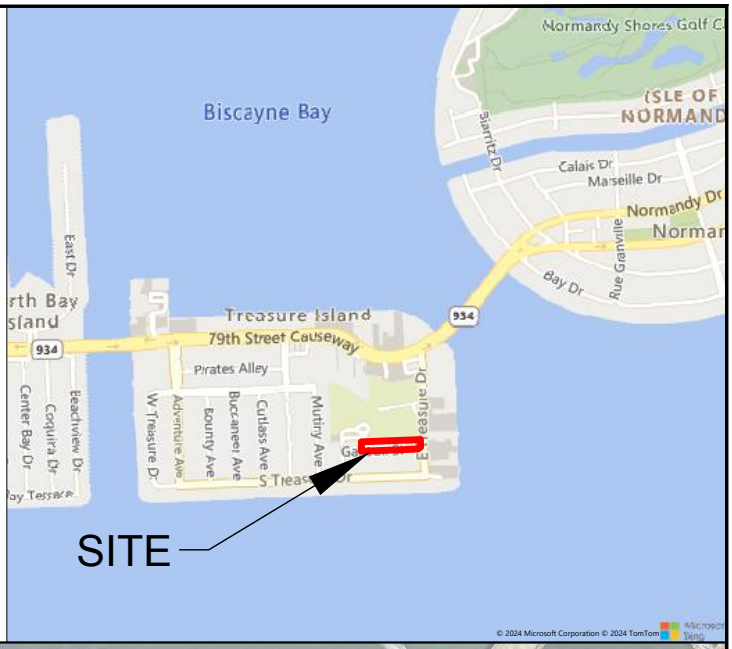
Notes
PM_{10} = particulate matter with an aerodynamic diameter of less than 10 micrometers
mg/m^3 = milligrams per cubic meter

Total dust will be measured using passive air sampler monitors capable of measuring the mass concentration of dust in real time. Proposed air monitoring locations are depicted on **Figure 3**.

The units are also capable of sounding an audible alarm whenever a user-defined level is exceeded. For this project, the alarm level will be programed to 0.150 mg/m^3. Data logging will also be set so that the instrument tags and time stamps collect data on a 15-minute time-averaged basis. In real time, the contractor will be able to assess significant increases in the particulate level in the work zone, so that control measures can be quickly implemented if action levels are exceeded.

FIGURES



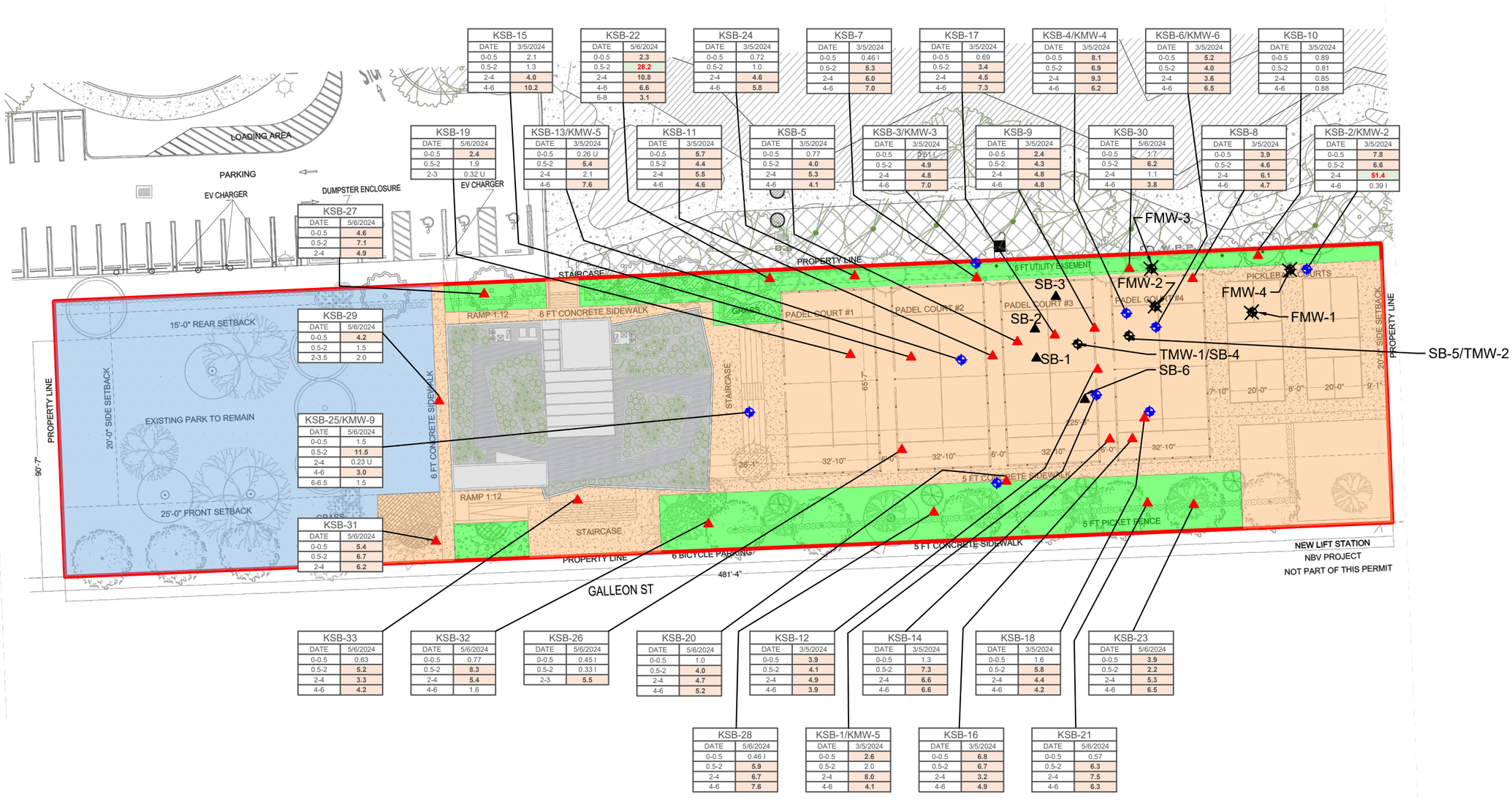




Drawing name: K:\TAM_Environmental\Contamination Practice\043138057 - North Bay Village\CAD\Figure 1 - Site Location Map.dwg Layout1 Apr 03, 2024 3:04pm by: Josh.Tamargo

AS NOTED DESIGNED BY W.T.S. DRAWN BY J.R.T. CHECKED BY W.T.S.	Kimley»Horn © 2024 KIMLEY-HORN AND ASSOCIATES, INC. 201 NORTH FRANKLIN STREET, SUITE 1400 TAMPA, FLORIDA 33602 PHONE: 813-620-1460 WWW.KIMLEY-HORN.COM CA 00000696	APR. 2024 PROJECT NO. 043138057	PROJECT LOCATION MAP NORTH BAY VILLAGE 1851 GALLEON STREET MIAMI-DADE COUNTY, FLORIDA	WILLIAM T. SPINNER, P.G. FLORIDA P.G. LICENSE NUMBER: FL 2570 DATE:	1

MULTI-FAMILY
FOLIO#: 23-3209-070-0001



LEGEND

-MONITORING WELL LOCATION

- SOIL BORING LOCATION

-SOIL BORING LOCATION (PEAR)

-MONITORING WELL LOCATION (PEAR)

-FORMER COMPLIANCE WELL LOCATION

NA - NOT ANALYZED

I - COMPOUND WAS DETECTED BETWEEN THE MDL AND THE LABORATORY PRACTICAL QUANTITATION LIMIT (PQL)

U - RESULTS BELOW DETECTION LIMIT

2.1 - VALUE EXCEEDS RESIDENTIAL SOIL CLEANUP TARGET LEVEL OF DIRECT EXPOSURE (mg/kg)

12 - VALUE EXCEEDS COMMERCIAL/INDUSTRIAL SOIL CLEANUP TARGET LEVEL OF DIRECT EXPOSURE (mg/kg)

*** - VALUE EXCEEDS LEACHABILITY SOIL CLEANUP TARGE LEVEL (SCTL DETERMINED BY SYNTHETIC PRECIPITATION LEACHING PROCEDURE)

- ENGINEERING CONTROL BOUNDARY / PROPERTY BOUNDARY

- IMPERVIOUS EC - BUILDING PAD

- IMPERVIOUS ED - CONCRETE, PICKLE BALL & TENNIS COURTS

- IMPERVIOUS EC - BUILDING PAD

- LANDSCAPE EC - 2 FT CLEAN FILL OR 1 FT CLEAN FILL WITH VISIBILITY LINER

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

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WWW.KIMLEY-HORN.COM CA 00000696

DESIGN ENGINEER: WILLIAM T. SPINNER, P.G.
FLORIDA P.E. LICENSE NUMBER: FL 2570
DATE:

SCALE AS SHOWN
DESIGNED BY JRT
DRAWN BY WTS
CHECKED BY WTS

ENGINEERING CONTROL MAP (ARSENIC)
NORTH BAY VILLAGE
1851 GALLEON STREET
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA

DATE
FEB 2025

PROJECT NO.
043138057

SHEET NUMBER
2A

MULTI-FAMILY
FOLIO#: 23-3209-070-0001

KSB-15	
DATE	3/5/2024
0-0.5	0.5
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-22	
DATE	5/6/2024
0-0.5	<0.1
0.5-2	1.8
2-4	0.2
4-6	<0.1
6-8	<0.1

KSB-24	
DATE	3/5/2024
0-0.5	0.2
0.5-2	1.1
2-4	<0.1
4-6	<0.1

KSB-7	
DATE	3/5/2024
0-0.5	<0.1
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-17	
DATE	3/5/2024
0-0.5	<0.1
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-4/KMW-4	
DATE	3/5/2024
0-0.5	<0.1
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-6/KMW-6	
DATE	3/5/2024
0-0.5	<0.1
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-10	
DATE	3/5/2024
0-0.5	0.1
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-19	
DATE	5/6/2024
0-0.5	<0.1
0.5-2	<0.1
2-3	<0.1

KSB-13/KMW-5	
DATE	3/5/2024
0-0.5	<0.1
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-11	
DATE	3/5/2024
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0.5-2	0.2
2-4	<0.1
4-6	<0.1

KSB-5	
DATE	3/5/2024
0-0.5	<0.1
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-3/KMW-3	
DATE	3/5/2024
0-0.5	<0.1
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-9	
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0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-30	
DATE	5/6/2024
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0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-8	
DATE	3/5/2024
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0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-2/KMW-2	
DATE	3/5/2024
0-0.5	<0.1
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-27	
DATE	5/6/2024
0-0.5	0.3
0.5-2	<0.1
2-4	<0.1

KSB-29	
DATE	5/6/2024
0-0.5	<0.1
0.5-2	<0.1
2-3.5	<0.1

KSB-25/KMW-9	
DATE	5/6/2024
0-0.5	0.2
0.5-2	0.2
2-4	<0.1
4-6	1.4
6-6.5	2.7

KSB-31	
DATE	5/6/2024
0-0.5	0.2
0.5-2	0.2
2-4	0.2

KSB-33	
DATE	5/6/2024
0-0.5	<0.1
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-32	
DATE	5/6/2024
0-0.5	<0.1
0.5-2	2.1
2-4	<0.1
4-6	<0.1

KSB-26	
DATE	5/6/2024
0-0.5	<0.1
0.5-2	<0.1
2-3	8.5

KSB-20	
DATE	5/6/2024
0-0.5	<0.1
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-12	
DATE	3/5/2024
0-0.5	<0.1
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-14	
DATE	3/5/2024
0-0.5	<0.1
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-18	
DATE	3/5/2024
0-0.5	<0.1
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-23	
DATE	5/6/2024
0-0.5	0.3
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-28	
DATE	5/6/2024
0-0.5	<0.1
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-1/KMW-1	
DATE	3/5/2024
0-0.5	<0.1
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-16	
DATE	3/5/2024
0-0.5	0.2
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

KSB-21	
DATE	5/6/2024
0-0.5	<0.1
0.5-2	<0.1
2-4	<0.1
4-6	<0.1

LOADING AREA
PARKING
EV CHARGER
DUMPSTER ENCLOSURE
EV CHARGER
STAIRCASE
PROPERTY LINE
6 FT UTILITY EASEMENT
GRASS
PADEL COURT #1
PADEL COURT #2
PADEL COURT #3
PADEL COURT #4
PICKLEBALL COURTS
SB-1
SB-2
SB-3
SB-4
SB-5/TMW-2
SB-6
FMW-1
FMW-2
FMW-3
FMW-4
TMW-1/SB-4
15'-0" REAR SETBACK
20'-0" SIDE SETBACK
EXISTING PARK TO REMAIN
25'-0" FRONT SETBACK
90'-7"
6 FT CONCRETE SIDEWALK
RAMP 1:12
STAIRCASE
5 FT CONCRETE SIDEWALK
5 FT PICKET FENCE
6 BICYCLE PARKING
481'-4"
GALLEON ST
NEW LIFT STATION
NBV PROJECT
NOT PART OF THIS PERMIT
65'-7"
225'-3"
32'-10"
6'-0"
28'-1"
7'-10"
20'-0"
8'-0"
9'-1"

LEGEND

-MONITORING WELL LOCATION
- SOIL BORING LOCATION
-SOIL BORING LOCATION (PEAR)
-MONITORING WELL LOCATION (PEAR)
-FORMER COMPLIANCE WELL LOCATION
NA - NOT ANALYZED
I - COMPOUND WAS DETECTED BETWEEN THE MDL AND THE LABORATORY PRACTICAL QUANTITATION LIMIT (PQL)
U - RESULTS BELOW DETECTION LIMIT

0.1 - VALUE EXCEEDS RESIDENTIAL SOIL CLEANUP TARGET LEVEL OF DIRECT EXPOSURE (mg/kg)
0.7 - VALUE EXCEEDS COMMERCIAL/INDUSTRIAL SOIL CLEANUP TARGET LEVEL OF DIRECT EXPOSURE (mg/kg)
** - VALUE EXCEEDS LEACHABILITY SOIL CLEANUP TARGE LEVEL (SCTL DETERMINED BY SYNTHETIC PRECIPITATION LEACHING PROCEDURE)

- ENGINEERING CONTROL BOUNDARY / PROPERTY BOUNDARY
- IMPERVIOUS EC - BUILDING PAD
- IMPERVIOUS ED - CONCRETE, PICKLE BALL & TENNIS COURTS
- IMPERVIOUS EC - BUILDING PAD
- LANDSCAPE EC - 2 FT CLEAN FILL OR 1 FT CLEAN FILL WITH VISIBILITY LINER

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

Kimley»Horn

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PHONE: 813-620-1460
WWW.KIMLEY-HORN.COM CA 00000696

DESIGN ENGINEER: WILLIAM T. SPINNER, P.G.
FLORIDA P.E. LICENSE NUMBER: FL 2570
DATE:

SCALE AS SHOWN
DESIGNED BY JRT
DRAWN BY WTS
CHECKED BY WTS

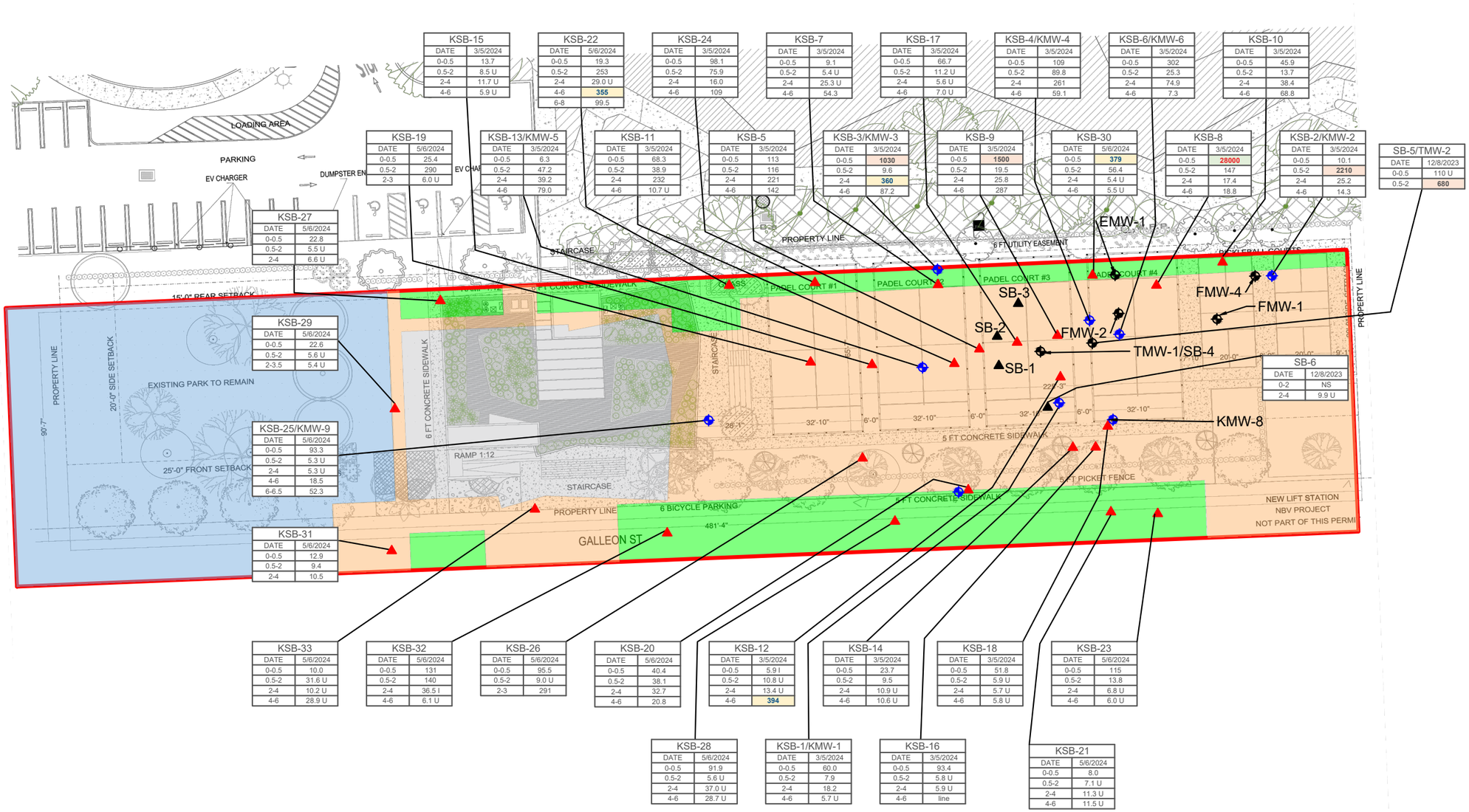
ENGINEERING CONTROL MAP (BaPs)
NORTH BAY VILLAGE
1851 GALLEON STREET
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA

DATE
FEB 2025

PROJECT NO.
043138057

SHEET NUMBER
2B

MULTI-FAMILY
FOLIO#: 23-3209-070-0001



LEGEND

- SOIL BORING LOCATION
- -MONITORING WELL LOCATION
- -SOIL BORING LOCATION (PEAR)
- -MONITORING WELL LOCATION (PEAR)
- -FORMER COMPLIANCE WELL LOCATION
- NA - NOT ANALYZED
- I - COMPOUND WAS DETECTED BETWEEN THE MDL AND THE LABORATORY PRACTICAL QUANTITATION LIMIT (PQL)
- U - RESULTS BELOW DETECTION LIMIT

460 - VALUE EXCEEDS RESIDENTIAL SOIL CLEANUP TARGET LEVEL OF DIRECT EXPOSURE (mg/kg)

2700 - VALUE EXCEEDS COMMERCIAL/INDUSTRIAL SOIL CLEANUP TARGET LEVEL OF DIRECT EXPOSURE (mg/kg)

340 - VALUE EXCEEDS LEACHABILITY SOIL CLEANUP TARGE LEVEL (SCTL DETERMINED BY SYNTHETIC PRECIPITATION LEACHING PROCEDURE)

- ENGINEERING CONTROL BOUNDARY / PROPERTY BOUNDARY
- IMPERVIOUS EC - BUILDING PAD
- IMPERVIOUS ED - CONCRETE, PICKLE BALL & TENNIS COURTS
- IMPERVIOUS EC - BUILDING PAD
- LANDSCAPE EC - 2 FT CLEAN FILL OR 1 FT CLEAN FILL WITH VISIBILITY LINER

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

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PHONE: 813-620-1460
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DESIGN ENGINEER: WILLIAM T. SPINNER, P.G.
FLORIDA P.E. LICENSE NUMBER: FL 2570
DATE:

SCALE AS SHOWN
DESIGNED BY JRT
DRAWN BY WTS
CHECKED BY WTS

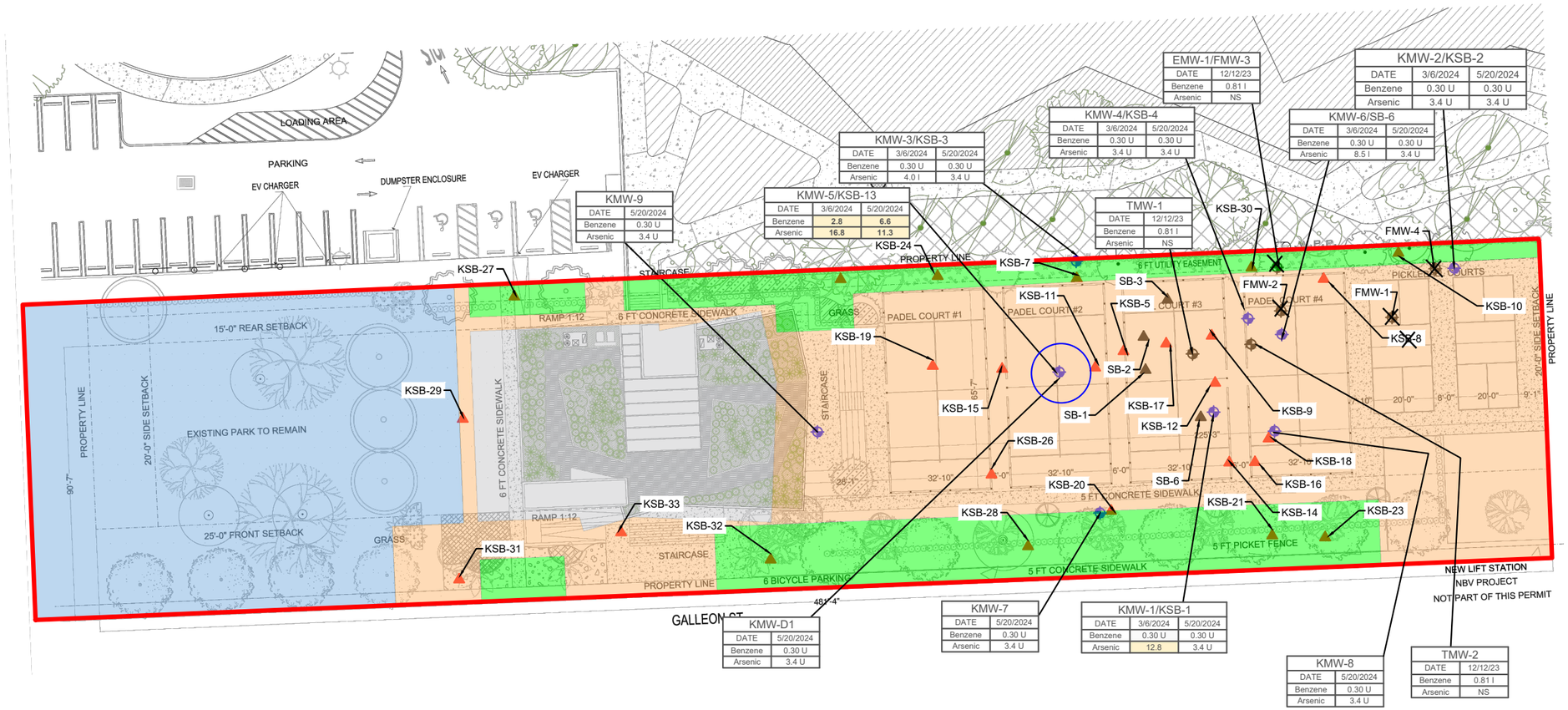
SOIL CONCENTRATION FIGURE (TRHP)
NORTH BAY VILLAGE
1851 GALLEON STREET
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA

DATE
JULY 2024

PROJECT NO.
043138057

SHEET NUMBER
2C

MULTI-FAMILY
FOLIO#: 23-3209-070-0001



LEGEND

-MONITORING WELL LOCATION

- SOIL BORING LOCATION

-SOIL BORING LOCATION (PEAR)

-MONITORING WELL LOCATION (PEAR)

-FORMER COMPLIANCE WELL LOCATION

NA - NOT ANALYZED

I - COMPOUND WAS DETECTED BETWEEN THE MDL AND THE LABORATORY PRACTICAL QUANTITATION LIMIT (PQL)

U - RESULTS BELOW DETECTION LIMIT

-ALL UNITS IN MICROGRAMS PER LITER (UG/L), UNLESS OTHERWISE NOTED

- GCTL AND NADC FROM CHAPTER 62-777 F.A.C.

ARSENIC

10 - VALUE EXCEEDS THE GROUNDWATER CLEANUP TARGET LEVEL (GCTL)

100 - VALUE EXCEEDS THE NATURAL ATTENUATION DEFAULT CONCENTRATION (NADC)

- GCTL EXCEEDANCE (10 UG/L)

BENZENE

1 - VALUE EXCEEDS THE GROUNDWATER CLEANUP TARGET LEVEL (GCTL)

100 - VALUE EXCEEDS THE NATURAL ATTENUATION DEFAULT CONCENTRATION (NADC)

- GCTL EXCEEDANCE (1 UG/L)

- ENGINEERING CONTROL BOUNDARY / PROPERTY BOUNDARY

- IMPERVIOUS EC - BUILDING PAD

- IMPERVIOUS ED - CONCRETE, PICKLE BALL & TENNIS COURTS

- PARK TO REMAIN IN PLACE

- LANDSCAPE EC - 2 FT CLEAN FILL OR 1 FT CLEAN FILL WITH VISIBILITY LINER

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PHONE: 813-620-1460
WWW.KIMLEY-HORN.COM CA 00000696

DESIGN ENGINEER: WILLIAM T. SPINNER, P.G.
FLORIDA P.E. LICENSE NUMBER: FL 2570
DATE:

SCALE AS SHOWN
DESIGNED BY JRT
DRAWN BY WTS
CHECKED BY WTS

GROUNDWATER INSTITUTIONAL CONTROL MAP (BENZENE / ARSENIC)
NORTH BAY VILLAGE
1851 GALLEON STREET
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA

DATE
FEBRUARY 2025

PROJECT NO.
043138057

SHEET NUMBER
2D

DRUM STORAGE AREA

SCHOOL BOARD OF MIAMI-DADE COUNTY
FOLIO#: 23-3209-011-0020

"FIRST ADDITION TO TREASURE ISLAND"
ON-LINE (P.B. 53 - PG. 65)

MULTI-FAMILY
FOLIO#: 23-3209-070-0001

"PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND"
(P.B. 53 - PG. 65)

"PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND"
TREASURE ISLAND ASSOCIATION INC.
FOLIO#: 23-3209-014-0190

GALLEON ST
50' PUBLIC RIGHT OF WAY
36' ASPHALT PAVEMENT

TRACT "A"
"TREASURE ESTATES"
(P.B. 78 - PG. 38)

IDW Drum Storage Area

KSB-1, KSB-2, KSB-3, KSB-4, KSB-5, KSB-6, KSB-7, KSB-8, KSB-9, KSB-10, KSB-11, KSB-12, KSB-13, KSB-14, KSB-15, KSB-16, KSB-17, KSB-18, KSB-19, KSB-20, KSB-21, KSB-22, KSB-23, KSB-24, KSB-25/KMW-9, KSB-26, KSB-27, KSB-28, KSB-29, KSB-30, KSB-31, KSB-32, KSB-33

KMW-1, KMW-2/KSB-2, KMW-3/KSB-3, KMW-4/KSB-4, KMW-5/KSB-13, KMW-6/KSB-6, KMW-7, KMW-8, KMW-D1

FMW-1, FMW-2, FMW-3/EMW-1, FMW-4

Former 2000-gallon USTs
Former Dispensers
Former 1500-gallon UST

TMW-1/SB-4, TMW-2/SB-5

LEGEND

- MONITORING WELL LOCATION
- SOIL BORING LOCATION
- MONITORING WELL LOCATION (PEAR)
-SOIL BORING LOCATION (PEAR)
-FORMER COMPLIANCE WELL LOCATION
-AIR MONITORING LOCATION

GRAPHIC SCALE IN FEET
0 5 10 20

NORTH

Kimley»Horn

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201 NORTH FRANKLIN STREET, SUITE 1400, TAMPA, FL 33602
PHONE: 813-620-1460
WWW.KIMLEY-HORN.COM CA 00000696

DESIGN ENGINEER: WILLIAM T. SPINNER, P.G.
FLORIDA P.E. LICENSE NUMBER: FL 2570
DATE:

SCALE: AS SHOWN
DESIGNED BY: JRT
DRAWN BY: WTS
CHECKED BY: WTS

AIR MONITORING LOCATION MAP
NORTH BAY VILLAGE
1851 GALLEON STREET
NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA

DATE
2/26/2025

PROJECT NO.
043138057

FIGURE
3

ATTACHMENTS

SOIL MANAGEMENT PLAN ACKNOWLEDGEMENT FORM

WORKER HEALTH AND SAFETY PLAN

SOIL MANAGEMENT PLAN ACKNOWLEDGEMENT

I have read the Soil Management Plan (SMP) approved by DERM on August 12, 2024 and acknowledge that I have received and understand its contents and requirements to safely complete work on the project. I understand the terms and conditions and my role and know who to ask if I have questions. It is my responsibility to familiarize myself with this document regularly.

Name & Title (Print)	Signature	Date

WORKER HEALTH & SAFETY PLAN

NORTH BAY VILLAGE PROPERTY
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA
FOLIO NO. 23-3209-014-0200
UT-2645/FDEP FAC ID NO. 13/8944866

Prepared By:

Kimley»Horn

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Kimley-Horn Project No. 043138057

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Table 1: Emergency Contact Assessment

Table 2: Recommended Methods of Emergency Communications

Table 3: Highest Concentrations of Contamination in Soil

Table 4: Minimum Clearances for Overhead High Voltage Lines.

Table 5: Summary of Work Tasks and Potential Hazards

Table 6: Required Personal Protective Equipment (PPE)

ATTACHMENTS

Attachment A: HASP Acknowledgment Form

Attachment B: Directions to Hospital

1.0 SIGNATURES

This document has been reviewed and approved by:



Michael Rothenburg, P.E., CIH

This document has been reviewed and approved by:

NAME
Contractor

NAME
Site Safety Manager

1.1 REVISION HISTORY

Revision	Description	Revised By	Checked By	Issued By	Date
1	COC Table 3 with associated exposure limits.	Max Snyderman	Bill Spinner	Bill Spinner	2/25/2025

2.0 INTRODUCTION

This HASP represents the minimum health, safety and environmental requirements and guidelines to be followed. Amendments to this HASP will be made as necessary, such as when a new potential hazard emerges during work, or it is apparent that implementing further safeguards would be prudent. Unless subsequent amendments specify otherwise, all provisions of this HASP shall remain in effect for the duration of the project.

All employees will acknowledge their understanding and acceptance of the HASP with their signature on the HASP approval Form (**Attachment A**).

2.1 REVIEW AND IMPROVEMENT

Continuous improvements of this project-specific HASP involve identification of all hazards, risk assessment, performance monitoring and measurement, corrective and preventative actions, recommendations for improvements from workers, and/or any new relevant information.

The primary contractor reserves the option to make improvements to this HASP and its procedures as deemed necessary by the Site Supervisor or Project Health and Safety Coordinator (HSC), where applicable. The Site Supervisor or HSC will record all such implemented field decisions in his/her field notes and communicate such to the client as applicable.

2.2 HASP OVERVIEW

This HASP will be implemented by a “To Be Determined” (TBD) contractor.

Owner: North Bay Village

Contractors:

Subcontractors:

Safety assurance and compliance will be accomplished by:

- Performing a review of each contractor's and subcontractor's safety procedures for the work being performed, and their task specific safe work documents.
- An on-site evaluation will be performed to ensure that the subcontractor is performing the task per their safe work procedures.
- Daily and periodic inspections will be performed on the project and the work that each contractor is performing to ensure safe work and working conditions.
- The health and safety plan and/or safe work procedures will be modified accordingly if work practices do not address all hazards or to ensure the task is being performed safely. The plan will also be modified if it is determined there is a safer way to perform a task.
    - Miami-Dade County will partner with the contractor to ensure that safety issues are resolved with a satisfactory outcome to all parties involved, and the Health and Safety Plan is amended to reflect those changes.

- There will be a project Kick-Off Meeting held prior to the start of construction activities to ensure all parties agree with these provisions and the entirety of this Health and Safety Plan. Each person will acknowledge agreement by signing the HASP.

Table 1: Emergency Contact Assessment

Emergency Contact Assessment		
Local Hospital Name: Jackson Memorial Hospital	**Address:** 1611 NW 12th Avenue Miami, FL 33136	**Phone:** 305-585-1111
Police: 911	Ambulance: 911	
Fire: 911	BOT Crisis Management Center:	
D&A: LabCorp (24/7 D&A post-accident testing by HSE/HR)	Miami-Dade County PM: Work: Cell: Email:	
Incident Reporting	Onsite H&S Manager: TBD Cell: Email:	
Facility Contact:	Other:	

Directions to Jackson Memorial Hospital are provided in **Attachment B.**

EMERGENCY RESPONSE EQUIPMENT

The following emergency response equipment is required for this project and shall be readilyavailable:

_____ Field First Aid Kit

_____ Fire Extinguisher - Type ABC

_____ Eyewash (note: minimum 15 minutes of free-flowing freshwater)SCBA

_____ Shower

_____ Other: Respirator

COMMUNICATION

The emergency response communication system for the site is:

Table 2: Recommended Methods of Emergency Communication

	Verbal
	Two-way Radio - Nextel
	Cellular Telephone
	Horn
	Siren
	Other:
	Hand signals*

*Notes: Hand Gripping Throat = Out of air, can't breath
Grip partner's wrist or both hands around waist = Leave area immediately
Hands on top of head - Need assistance
Thumbs up = Ok, I am all right, I understand
Thumbs down = No, negative

EMERGENCY PROCEDURES

- The HSC (or alternate) should be immediately notified via the on-site communication system. The HSC assumes control of the emergency response.
- The HSC notifies the Project Manager and client contact of the emergency. The HSC shall then contact the Environmental, Health, and Safety Officer, who will then contact the Corporate Safety Officer.
- If applicable, the HSC shall notify off-site emergency responders (e.g., fire department, hospital, police department, etc.), and shall inform the response team as to the nature and location of the emergency on-site.
- If applicable, the HSC evacuates the site. Site workers should move to the predetermined evacuation point (TBD).
- For small fires, flames should be extinguished using the fire extinguisher. Large fires should be handled by the local fire department.
- In an unknown situation or if responding to toxic gas emergencies, appropriate PPE, including Self Contained Breathing Apparatus (SCBAs), should be donned. If SCBA's are not present at the site, workers will move away from the area of concern and proceed in an upwind direction.
- If chemicals are accidentally spilled or splashed into eyes or on skin:
    - Skin - remove contaminated clothing, wash with soap and water.
    - Inhalation - remove to fresh air.
    - Eye Contact - flushes with eye wash or water - get medical help if indicated

- Ingestion - seek medical help.

- If a worker is injured, first aid shall be administered by certified first aid provider. Medical emergencies take precedence over decontamination procedures. The route to nearest medical facility is shown on the attached map.

- Before continuing site operations after an emergency involving toxic gases, the HSC shall don a SCBA and utilize appropriate air monitoring equipment to verify that the site is safe.

- An injured worker shall be decontaminated appropriately. Medical emergencies take precedence over decontamination procedures.

- After the response, the SHSO shall follow-up with the required company reporting procedures, including the Incident Response Form.

In the event of overt personnel exposure

Skin - remove contaminated clothing, wash with soap and water.

Inhalation - remove to fresh air.

Eye Contact - flushes with eye wash or water - get medical help if indicated.

Ingestion - seek medical help.

In the event of personnel injury:

Administer first aid if needed. Medical emergencies take precedence over decontamination procedures. Know route to nearest medical facility. Nearest medical facility is shown on the attachedmap.

In the event of potential or actual fire or explosion:

Use hand extinguisher, if appropriate and if safety permits. Contact Fire Department and/or client company officials as appropriate. Contact Project Manager as soon as possible. Evacuate if necessary, to upwind "clean" location.

In event of environmental accident:

1. Pick up, isolate or contain spill.
2. Evacuate area, if necessary.
3. Contact Project Manager.

3.0 SAFETY ROLES AND RESPONSIBILITY

3.1 GENERAL STATEMENT

It will be the responsibility of every person on this project to adhere to this HASP and to cooperate fully in its implementation. This HASP shall be used as a guidance document for resolving any discrepancies that might occur between existing health and safety plans.

3.2 SAFETY MANAGEMENT

The contractor shall be responsible for the safety of their subcontractors and their Safety Management Systems by reviewing their safety procedures for the work being performed, and their task specific safe work documents. A review of subcontractor's Job Safety Analysis (JSA) or Activity Hazard Analysis (AHA) will be performed prior to the project to ensure it identifies the tasks associated with their role, the hazards associated with the tasks, and how the hazards areeliminated or controlled. This Health and Safety Plan, safe work documents and/or applicable JSA/AHA will be modified accordingly if it is determined that work practices do not address hazards or safe work procedures to ensure the task is being performed safely.

The following health and safety responsibilities will be assigned to designated personnel for the activities at the Site:

ALL PROJECT WORKERS

- To understand, participate in, and comply with the HASP and associated Safe Work Procedures and practices, rules, and any applicable federal regulatory standards and regulations.
- To properly use all applicable personnel protective equipment (PPE) and safety devices required based on site conditions.
- To properly use tools and equipment, and not operate equipment or carry out work for which they are not qualified or have not been adequately trained.
- To exercise the right to refuse unsafe work, if necessary, for safety reasons.
- To notify the Project Manager, field supervisor, and/or onboard Health and Safety Coordinator of any unsafe conditions or acts.
- To report all incidents/near misses and hazards to the Project Manager or field supervisor.
- To take every reasonable precaution to ensure the safety of fellow workers.
- To attend tailgate safety meetings, offer suggestions, and take actions on any safety concern in the workplace.
- To participate in and understand crew safety instructions and emergency duties, as well as follow all safety protocols, including PPE requirements.

- To understand that safety is a personal responsibility, a basis of performance appraisal and term of employment, including personal participation in ongoing safety trainingseminars and courses.

PROJECT MANAGER

The Project Manager is responsible for the scheduling of the project and taking all reasonable measures to ensure all workers and subcontractors comply with applicable legislation and client requirements.

The project manager will ensure that an appropriate HASP is in place and is effectively implemented. The HASP will be reviewed and approved by the Project Manager before site activities commence.

The following employees have been designated as the Project Health and Safety Coordinators for all related field work, for the site:

- TBD
- TBD

PROJECT HEALTH AND SAFETY FIELD COORDINATOR (HSC)

The HSC will monitor all work activities to ensure the HASP is properly implemented. Their responsibilities include:

- Orientation of on-site personnel,
  - Prior to start of field work, the HSC will review the HASP with all subcontractors and Owner representatives, if available, to ensure they understand the contents of the HASP and establish safety expectations.
    - All employees will acknowledge their understanding and acceptance of the HASP with their signature on the HASP Acknowledgement Form. **See Attachment A.**
  - Making sure all parties understand the protocol for discussing items of concern such as environmental conditions, planned activities, and schedules.
- Hosting daily safety meetings, where project field staff will be informed on the day's events. All personnel will be provided the opportunity to expressany concerns they may have.
  - Define applicable hazard levels, with approval of the Project Manager and site superintendent.
- Ensure compliance with the project approved HASP throughout the duration of the project through continual observations of onboard conditions, work performance, and safe behaviors.
- Perform periodic inspections of the work being performed. Note any issues and make any amendments to the HASP as necessary.

If site conditions are deemed to be unsafe, the HSC, or designate, is responsible to stop work, if necessary, evacuate the work area as quickly and safely as possible to an upwind location, and notify the responsible contractor to take corrective actions,

The HSC will record and file any near misses, and incident reports related to site health and safety with the Project Manager and the owner.

Prior to start of field work, the HSC will review the HASP with all subcontractors and Owner representative, if available, to ensure they understand its contents. The HSC will ensure all employees sign the **Acknowledgement Form** as presented in **Attachment A.** Miami-Dade County will review and coordinate safety procedures with Owner's/Contractor's safety procedures, as available.

Where other employers are involved in the project, the HSC will advise any observed safety deficiencies by other employers on-site.

3.3 CERTIFICATES

All project staff, including subcontractors, are required to maintain the appropriate training and certifications for the position/job function they will be performing, Details of all certificates will be held in the person's file at the site by the individual's employer. Copies of the employee job/task specific certifications shall be present on-site for review. Similarly, details of other training certificates, such as First Aid, are held in the same files. The following documentation shall be in place:

- Required permits and certificates
- Fitness to work certificates
- Training certificates (e.g., First Aid)
- Working waste management systems

Personnel responsible for handling contaminated soil shall be 40 hour HAZWOPER trained.

3.4 DRUG AND ALCOHOL PROCEDURES

At NO TIME during this project will the use/abuse of drugs and/or alcohol be acceptable or permitted.

3.5 NEAR MISS REPORTING

The concept of the Near-Miss Reports is to learn from situations in which an incident "almost" occurred, but there was no injury or property damage in order to prevent such event from happening again.

All near misses must be reported promptly to the onboard HSC. The HSC will report near misses to the owner's representative and the Project Manager.

The HSC (or designate) shall investigate and complete an Incident Report.

4.0 FATIGUE MANAGEMENT

Fatigue is a state of being tired. It can be caused by long hours of work, long hours of physical or mental activity, inadequate rest, excessive stress, and/or combinations of these.

In some circumstances, extended working hours may lead to fatigue. As a means of addressingthe workplace hazards that may be caused by fatigue, a fatigue management program (FMP) has been developed. The FMP reduces the risk through prevention, reporting procedures, monitoring for signs of fatigue, and regular review of the system.

The fatigue management program includes methods for dealing with fatigue including:

- Minimize extended hours of work when possible
- Schedule rest days when required
- Assess and control hazards and risks
- Provide an honest, open and healthy work environment
- Provide information and assistance
- Recognize individual and crew fatigue
- When possible, give as much notice as possible of extended work hours
- Define whether the work is urgent or not
- Ensure workers have access to water
- Have workers rotate and perform various functions of short duration during extended hours
- Perform complex tasks earlier in the shift, if possible
- Possibly start later the next day, after a long day
- Utilize the buddy system to identify fatigue issues
- In conjunction with employees, identify health problems which may affect an employee's ability to work extended hours.
- Be flexible and supportive when dealing with an employee with problems outside the workplace.
- Inform management/supervisor if a crew or individual has a concern working extended hours.
- Develop a process to identify and report when a crew or an individual is working extended hours and/or excessive consecutive days

Monitoring methods will be implemented by supervisors who will:

- Monitor worker hours of work through weekly forms submitted to the health and safety coordinator or supervisor
- Determine the need for extended hours
- Monitor workers when working extended hours for fatigue related concerns
- Address crew member concerns regarding working extended working hours
- Monitor supervisor/employee relationship

5.0 OCCUPATIONAL HEALTH

Occupational Health Management relates to measures taken to reduce developing occupational related health impacts.

Kimley-Horn will review all risk assessments and JSA's/AHA's to ensure all hazards are identified and are mitigated or controlled. An on-site evaluation will be performed to ensure that all parties are performing the task per their work procedures and following the applicable JSA/AHA for the task.

The following will be assessed during the risk assessment process where all risks will be identified, mitigated, or controlled:

Key Occupational Health hazards include:

- Chemical
- Physical (Noise)
- Environmental (air quality, extreme heat)
- Biological (Blood borne pathogens, disease, drugs, medical waste, etc.)
- Psychosocial (Workplace violence, stress, harassment)

5.1 CHEMICAL HAZARDS

The project site is known to contain the following chemicals of concern.

5.1.1 ARSENIC

- Arsenic has been identified at this site at concentrations exceeding the RSCTL and CSCTL established in Table 2 of Chapter 62-777, F.A.C.
- Arsenic is a carcinogen that can affect your body if it is ingested or inhaled; exposure to airborne concentrations of inorganic arsenic may cause lung cancer and can be a skin irritant. Wash hands thoroughly before eating or smoking to minimize your risk for ingesting inorganic arsenic.

5.1.2 PETROLEUM AROMATIC HYDROCARBONS

- PAHs, more specifically, congeners of the benzo(a)pyrene group, have been identified in soils at this Site at concentrations exceeding the RSCTL and CSCTL established in Table 2 of Chapter 62-777, F.A.C.
- Congeners of the benzo(a)pyrene group are a carcinogenic and may cause respiratory tract, eye, and skin irritation. Harmful if swallowed, inhaled, or absorbed through the skin. Toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment. May cause allergic skin reaction and heritable genetic damage.

Table 3 summarizes the highest concentrations of contaminants found at the Site and their associated exposure limits.

Table 3: Highest Concentrations of Contaminants in Soil

Sample ID	Date	Parameter	RSCTL	CSCTL	LSCTL	OSHA PEL	NIOSH REL	Site Concentration
KSB-2 (2-4 ft)	3/5/2024	Arsenic	2.1	12	***	0.01 mg/m3	0.002 mg/m3	51.4

Sample ID	Date	Parameter	RSCTL	CSCTL	LSCTL	OSHA PEL	NIOSH REL	Site Concentration
KSB-8 (0-0.5 ft)	3/5/2024	BaPs	0.1	0.7	**	0.2 mg/m3	0.1 mg/m3	8.5

Sample ID	Date	Parameter	RSCTL	CSCTL	LSCTL	OSHA PEL	NIOSH REL	Site Concentration
KSB-26 (2-3 ft)	5/26/2024	TRPH	460	2700	340	500 ppm	350 mg/m3	28000

5.2 PHYSICAL HAZARDS

5.2.1 UNDERGROUND UTILITY HAZARDS

As an experienced earthwork and underground utility company, the contractor is expected to conduct underground utility checks in accordance with all contractual obligations, current regulatory requirements, and best management practices contained in their internal policies andprocedures.

5.2.2 ELECTRICAL HAZARDS

Whenever possible, field personnel will avoid working under or over high-voltage lines. The client is responsible for documenting a determination of the voltage and minimum approach distance to any potentially energized electrical distribution line. Lines must be confirmed to be de-energized when minimum approach distances cannot be met. Table 4 summarizes the minimum clearances for overhead high-voltage lines.

Table 4: Minimum clearances for overhead high voltage lines

Normal Voltage (phase to phase)	Minimum Required Clearance (ft)
Less than or equal to 50,000	10
More than 50,000	10 + 0.4 inch per kV

To prevent electrocution hazards from equipment, all electrical extension cords will be rated or listed for the combined amperage of the equipment they power and must be factory listed as rated SJOW or STOW (an "-A" extension is acceptable for either) and inspected prior to use for defects in the cord and plugs. Any reduction in the original jacket, gap between the strain relief, or any evidence of overheating (cord discoloration or melting) will result in the immediate destruction of the cord and replacement as necessary. The following safe work practices will also be enforced.

- No exposed energized conductors operating above 50 volts to ground will be allowed unless properly guarded from contact by unqualified persons.
- Electrical distribution systems and repairs to utilization equipment operating above 50 volts to ground will be performed only by a qualified licensed electrician.
- All portable power tools will be inspected for defects before use and be of a double-insulated design.
- Any generator brought to the work area will be grounded to a suitable earth and will be equipped with overcurrent protection.
- All extension cords running outside will be protected by a ground-fault circuit interrupter (GFCI), which will be tested daily.
- No extension cords will be routed through walls, ceilings, doors, or windows.

5.2.3 NOISE

The contractor shall require employees working on 8 hour shifts to wear hearing protection when the 8 hour time weighted average noise exposure levels exceeds 85 decibels (dB). Employees working a 12 hour shift shall wear hearing protection when the 12 hour time weighted average noise exposure level exceeds 83 dB. Workers should not be exposed noise levels of 140 dB peak sound level.

5.2.4 HEAVY EQUIPMENT

Personnel working on site in the vicinity of operating equipment will wear high-visibility safety vests and maintain safe distances from the equipment to avoid contact with moving equipment parts, such as arms and buckets (be aware of swing radius), tires, tracks, etc. Site personnel willbe sure heavy equipment operators can see them or know where they are whenever they are within strike distance of the equipment. Equipment will only be approached from the front or side, and eye contact will be made with the equipment operator and their acknowledgement that it is safe to approach will be obtained.

5.2.5 SLIP/TRIP/FALL AND SHARPS/ABRASION

All field personnel will keep materials, equipment, and debris organized and flagged as necessary to prevent trip hazards. Field personnel will wear sturdy work boots or shoes at the site. Steel toed boots are required on site when working around heavy loads, heavy equipment, or in areas where construction debris is present. Field personnel will wear sturdy outer gloves when handling sharp or rough-surfaced objects such as functioning as truck tender cleaning metal surfaces of truck.

When entering and exiting heavy equipment, workers should maintain three points of contact to minimize potential for slips and falls from wet or muddy surfaces. Use caution on metal surfacesthat may become wet or muddy. Clean surfaces regularly to prevent slip hazards.

5.2.6 TRAFFIC HAZARDS

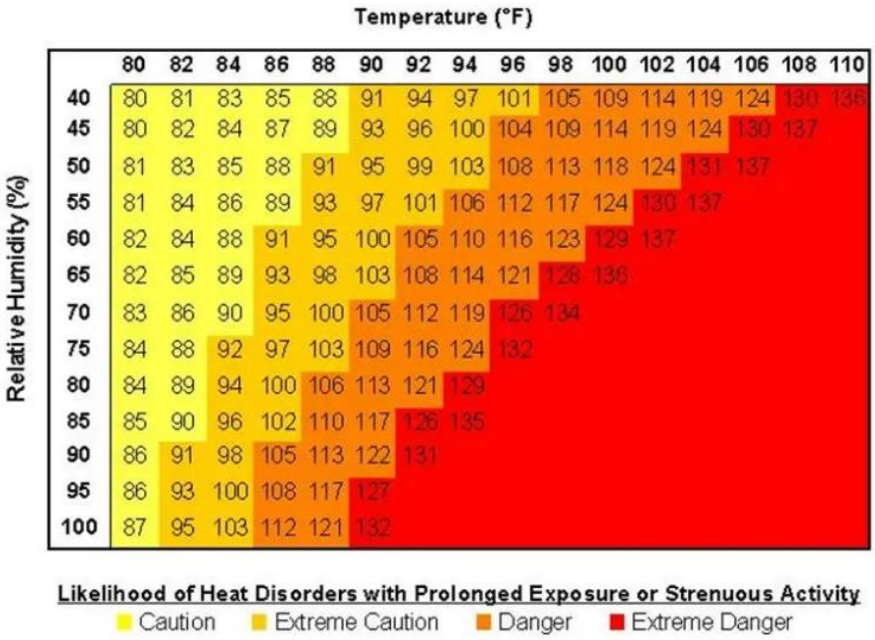
All personnel will wear high-visibility-traffic vests for improved visibility and high visibility marker cones will be used to divert traffic around work areas. High-visibility safety vests will be worn at all times.

5.3 ENVIRONMENTAL

5.3.1 EXTREME TEMPERATURES

Southeast Florida can experience extreme temperatures that may cause heat stress. Heat stress, if not managed properly, can lead to sunburn, heat exhaustion and/or heat stroke. All can be severe medical conditions, and in extreme cases, heat stroke can be life threatening, if not treated properly.

The longer work is conducted in a hot environment, the better the body becomes at adjusting to the heat. To become acclimatized, it is recommended to progressively increase the exposure times in a hot environment, and/or gradually increase the physical demands of thejob over a week or two. Health problems and/or physical conditions of the employee may warrant longer periods of acclimatization.



When there is a potential for exposure to heat stress, control measures must be taken to preventheat exposure in the workplace. These include engineering controls, administrative controls and protective clothing. Heat stress will be evaluated as part of the on-going workplace evaluations.All personnel can prevent and/or minimize heat stress by:

- Staying well hydrated, beginning prior to the start of work, and throughout the work period
- Wearing light colored, loose fitting clothes
- Take more frequent rest breaks in the shade or an air-conditioned area
- Planning the workday to do the most physically demanding working during cooler timesof the day
- Use of clothing and sunscreen to prevent sun exposure and sunburn from occurring

5.3.2 SUNBURN HAZARDS

Skin exposure to ultraviolet radiation can result in sunburn. Site personnel should use long-sleeved shirts, hats, and sunscreen, as needed, to protect against sunburn.

5.4 BLOODBORNE PATHOGENS/BIOLOGICAL HAZARDS

All trained field personnel who administer first aid and/or cardiopulmonary resuscitation (CPR) to injuries involving blood or certain other body fluids have the potential of being exposed to blood borne pathogens. Universal precautions should be used, and it will be assumed that in all situations involving exposure to blood products and human bodily fluids that the patient or subject could be infected with Human Immunodeficiency Virus (HIV), Hepatitis B Virus (HBV), and/or other blood borne pathogens.

5.5 PSYCHOSOCIAL HAZARDS

Psychosocial hazards include workplace violence and/or harassment. This includes all forms of harassment, bullying, intimidation, physical threats/assaults, robbery and other intrusive behaviors. Such actions or conditions create a fearful, intimidating, offensive or hostile work environment, and will not be tolerated in the work environment.

6.0 PROJECT RISK ASSESSMENT

6.1 SITE SPECIFIC HASP

A Site-Specific HASP should be developed by the contractor in conjunction with this document.

6.2 SUMMARY OF WORK TASKS AND POTENTIAL HAZARDS

The project generally includes the following major work tasks described in scope of work. Although a more detailed risk assessment will be formulated for each task, the following table provides a general summary of the potential health & safety hazards associated with each task:

Table 5: Summary of Work Tasks and Potential Hazards

Task	Description	Work Activities	Concerns/Hazards
1	Excavation of contaminated soil	Workplace inspections Working heavy equipment Transfer and lifting of equipment Crane operations Removal of contaminated soil by machine Removal of contaminated soil by hand.	Slips, trips / falls Hot/ Humid conditions Manual lifting Pinch points Working with machinery Entanglement Working with shovels Noise Contamination of equipment Air quality
2	Dewatering	Workplace inspections Working heavy equipment Transfer and lifting of equipment	Slips, trips / falls Hot/ Humid conditions Manual lifting Pinch points Working with machinery Entanglement Noise Contamination of equipment

6.3 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

Personal Protective Equipment (PPE) will be worn by all staff, as required by the job specific activities.

Where required, employees shall wear CSA or ANSI or equivalent approved footwear, hard hats,safety glasses, and any specialty personal protective equipment identified by a risk assessment for a specific site or a task. In addition:

- All PPE shall be inspected by the user prior to its use in the field.
- Employees shall be properly trained in the proper use, fit, cleaning of, and maintenance of the PPE.
- All PPE must be used within their designed use, and within the requirements of the applicable safety legislation and ANSI/ASTM/CSA Standards.

- No PPE is to be modified or changed contrary to the manufacturer's instructions or specifications or the applicable legislation.
- All employees shall wear suitable clothing for the existing conditions and the work being performed. At a minimum this shall include OSHA LeveL D attire
- Employees shall wear appropriate gloves to protect their hands from workplace hazards, including hazardous materials, heat, cold, abrasion, and sharp edges.
- If use of a respirator is necessary, employees shall be required to be medically qualified, trained, and have a respirator fit test for the specific respirator being used.

A PPE matrix based on the operator's requirements will be posted at key locations across the site and PPE zones will be identified. Table 6 provides a list of anticipated PPEs based on the proposed excavation of soil.

Table 6: Required Personal Protective Equipment (PPE)

PPE Required	Operator	Spotter	Truck Tender
Steel-Toe/Shank Boots (Rubber)	0	0	0
Steel-Toe/Shank Boots (Leather)	X	X	X
Hard Hat	X	X	X
Safety Glasses/Goggles	X	X	X
Ear Plugs	X	X	X
Gloves (nitrile inner/leather outer):	**X**	**X**	**X**
Tyvek® Coverall (permeable)		X	X
High-visibility Vest	X	X	X
Other (specify) Long Pants	x	xx	x

Notes:
1. Gloves Types = Nitrite, Vinyl, Neoprene, Butyl is Combination OV and HEPA (Comb.)
2. Other -Specify

Abbreviations
0 = PPE Optional
X = PPE Required

6.4 EQUIPMENT SAFETY INFORMATION

Employees shall use the correct type and size of tool for the job. Makeshift or substitute tools shall not be used. Sharp edged and pointed tools shall be adequately guarded when not in use. Such tools

shall be carried in a carrying belt, tool pouch, or in the hand with the sharp edges or points held away from the body - not in a pocket.

6.5 SITE CONTROL

The purpose of site control is to minimize the potential exposure to site hazards, to prevent the spread of contamination, prevent vandalism at the site and access by children and other unauthorized persons, and to provide adequate facilities for workers. A daily field log will be maintained by the Site Supervisor (SS). The field log will include a list of all persons present and will be updated whenever a visitor or contractor is allowed on site. Their arrival and departure times will be noted to enable an accurate roll call to occur in the event of an emergency.

Work area controls and decontamination areas will be provided to limit the potential for chemical exposure associated with site activities. The support zone for the site is considered to be all areas outside the work area and decontamination areas. Readily available restroom and hand-washing facilities will be identified by the HSC and maintained in good hygienic conditions at all times.

7.0 DECONTAMINATION

Decontamination procedures will be strictly followed to prevent off-site spread of site contaminants. If at all possible, the safe zone (SZ) and contamination reduction zone (CRZ) should be located so that they are upwind of the exclusion zone (EZ) to prevent potential contamination from being carried downwind to individuals not protected by respirators and protective clothing. If upwind is not feasible, crosswind is the second-best option. Field staff should monitor wind direction for changes that may require site reconfiguration.

7.1 PERSONAL DECONTAMINATION PROCEDURES

Drop hand-held equipment on a disposable plastic sheet. Use a small broom or brush if needed to brush off loose soils adhering to equipment and PPE surfaces. Remove seam tape (if used), then remove Tyvek coveralls (if used). Invert and remove outer gloves and disposable inner gloves without touching the exterior of the gloves. Finally, place all contaminated PPE in plastic bags or drums provided at the CRZ.

If Tyvek® booties were not worn, step into a small tub and wash boot exteriors with soap and water, if visibly contaminated. Wash hands and face with soap and water, and rinse off with clean water before eating, drinking, or smoking, and at the end of the workday. Collect wash water and reinstate (separately) for characterization and proper disposal.

7.2 DECONTAMINATION PROCEDURES OF TOOLS

For tools, position the equipment on a sufficient area of disposable plastic sheeting. Workers decontaminating tools should don appropriate gloves prior to decon and wash with soap and water after removing gloves and the end of the task. Begin decontamination by using a broom or brush to clean off loose soils adhering to potentially contaminated surfaces if they are visibly contaminated. Hand tools should be cleaned using a three-step wash using three 5-gallon buckets with 1-gallon of detergent and water, and two buckets for rinsing with 1-gallon of water each. The buckets will be set out on polyethylene plastic sheeting and all spills contained.

7.3 EFFECTIVENESS OF DECONTAMINATION

The effectiveness of decontamination procedures will be visibly assessed by the HSC initially for each person exiting the EZ and CRZ. Workers assisting with the decon process must decontaminate themselves prior to leaving the CRZ and entering the SZ. At the end of each day, the decontamination area will be either broken down or secured as needed to prevent the spread of contamination by animals or unauthorized personnel entering the area.

8.0 EMERGENCY RESPONSE

This section defines the emergency action plan for the site. It will be rehearsed with all work area personnel and reviewed with visitors upon their initial visit to the work area, and whenever the plan is modified, or the HSC believes that field personnel are unclear about the appropriate emergency actions.

A muster point of refuge will be identified by the HSC and communicated to the field team each day. This point will be clear of adjacent hazards and preferably up- or crosswind for the entire day. In an emergency, all field personnel and visitors will evacuate to the muster point for roll callversus the daily log. It is important that each person present understands his or her role in an emergency, and that they remain calm and act efficiently to ensure everyone's safety.

After any emergency is resolved, the entire project team will meet and debrief on the incident. The purpose is not to fix blame, but to improve the planning and response to future emergencies. The debriefing will review the sequence of events, what was done well, and what can be improved. The debriefing will be documented in a written format and communicated to the HSC. Modifications to the emergency plan will be approved by the HSC.

Reasonably foreseeable emergency situations include medical emergencies, accidental release of hazardous materials (such as gasoline or diesel) or hazardous waste, and general emergencies such as fire, thunderstorm, flooding, and earthquake. Expected actions for each potential incident are outlined below.

8.1 MEDICAL EMERGENCIES

In the event of a medical emergency, the following procedures should be used.

1. Evaluate the surrounding environment and approach the injured worker, if safe to do so
2. Stop any imminent hazard if you can safely do it
3. Remove ill, injured or exposed person(s) from immediate danger if moving them will clearly not cause them harm, and no hazards exist to the rescuers.
4. Evacuate other on-site personnel to a safe place in an upwind or crosswind direction untilit is safe for work to resume.
5. Contact Emergency Management
6. Trained personnel may provide first aid/CPR if it is necessary and safe to do so.
7. Remove contaminated clothing and PPE only if this can be done without endangering the injured person.
8. Contact the Primary Contractor's HSC.
9. Call the PM.
10. Immediately implement steps to prevent recurrence of the accident.

A map showing the location of the nearest hospital with driving directions is provided as **Exhibit B.**

Hospital/Emergency Room: **Jackson Memorial Hospital**
1611 NW 12th Avenue
Miami, Florida 33136
305-585-1111

Telephone number of nearest Poison Control Center: (800)-222-1222

8.2 GENERAL EMERGENCIES

In the case of fire, rapid flooding, explosion, or other imminent hazard, work shall be halted, and emergency procedures shall be followed.

- In the event of a thunderstorm, outdoor work will be discontinued until the threat of lightning has abated.
- During the incipient phase of a fire, a fire extinguisher(s) may be used bypersons trained in putting out fires, if it is safe for them to do so.

8.3 EMERGENCY COMMUNICATIONS

In any emergency, all personnel will evacuate to the designated refuge area and await further instruction.

8.4 EMERGENCY EQUIPMENT

The following minimum emergency equipment will be readily available on site and functional atall times:

- Fire extinguishers
- First Aid Kit-Contents approved by the HSC, including two blood-borne pathogen barriers.
- Two spare sets of PPE suitable for entering the EZ (if an EZ is established)
- A copy of the current site-specific health and safety plan.

9.0 TRAFFIC/JOURNEY MANAGMENT

Miami-Dade County is committed to reducing travel-based risks through effective management, risk identification, and mitigation as part of the HSE management process. Journey Management applies to all regular, light vehicle road journeys in the conduct of Miami-Dade County business on public roads in high-risk geographies (e.g., journey of 2 hours or more in areas known to have limited or no cellular phone coverage, or unique and unusual driving hazards or vehicle requirements). Risk mitigation measures include:

- Road journeys should only be undertaken where deemed necessary for the achievement of business objectives and after any safer journey options have been excluded (e.g., air, rail, teleconference).
- Journey Risk Management Plans (JRMP's) will include documenting the identified risk factors and corresponding mitigating measures on routes.
- A process should be in place to recognize temporary hazards and inform drivers on a timely basis, or to review the appropriateness of the route.
- Drivers will have been properly trained and advised of the contents of the JRMP for the journey they are about to undertake and completed JRMP's will be readily accessible to drivers at the point of departure.
- Drivers will be rested and alert (not suffering from tiredness or fatigue) prior to the journey commencing.
- Drivers must carry an effective method of communication for emergency purposes.
- Rest breaks should be taken to reduce fatigue and strain

10.0 EMERGENCY CONTACT LIST

Project Name/Number: North Bay Village Property (305) 756-7171

Location: North Bay Village, Florida

Prime Contractor:

Primary Contractor Office Contact Numbers				
Contact	**Office**	**Fax**	**Cell**	**E-Mail**
Unit Manager				
Project Manager				
Assistant Project Manager				
Unit HSSE Manager				
VP HSSE				
Primary Contractor Field Team Contact Numbers				
Contact	**Office**	**Home**	**Cell**	**E-Mail**
Emergency Services / Hospital				
	Contact Numbers		**Location**	
Work Care (Medical/Injury Advice)				
D&A:				
Ambulance	911			
Police	911			
Fire	911			
Miami-Dade County Contacts				
Contact	**Office**	**Fax**	**Cell**	**E-Mail**

Location of Safety Kit & Equipment*	
Type of Safety Kit or Equipment	**Location**

Location of MSDS Sheets Communication Type and Location	
MSDS	**Location**

Location of Toilet Facility	
Toilets	**Locations**

Qualified First Aiders on-site (names)	
Persons Qualified in First Aid	**Persons Qualified in CPR**

*Copy of Legislation, first aid kit, fire extinguishers, eye wash, spill response, etc.

ATTACHMENT A

HEALTH AND SAFETY PLAN ACKNOWLEDGEMENT

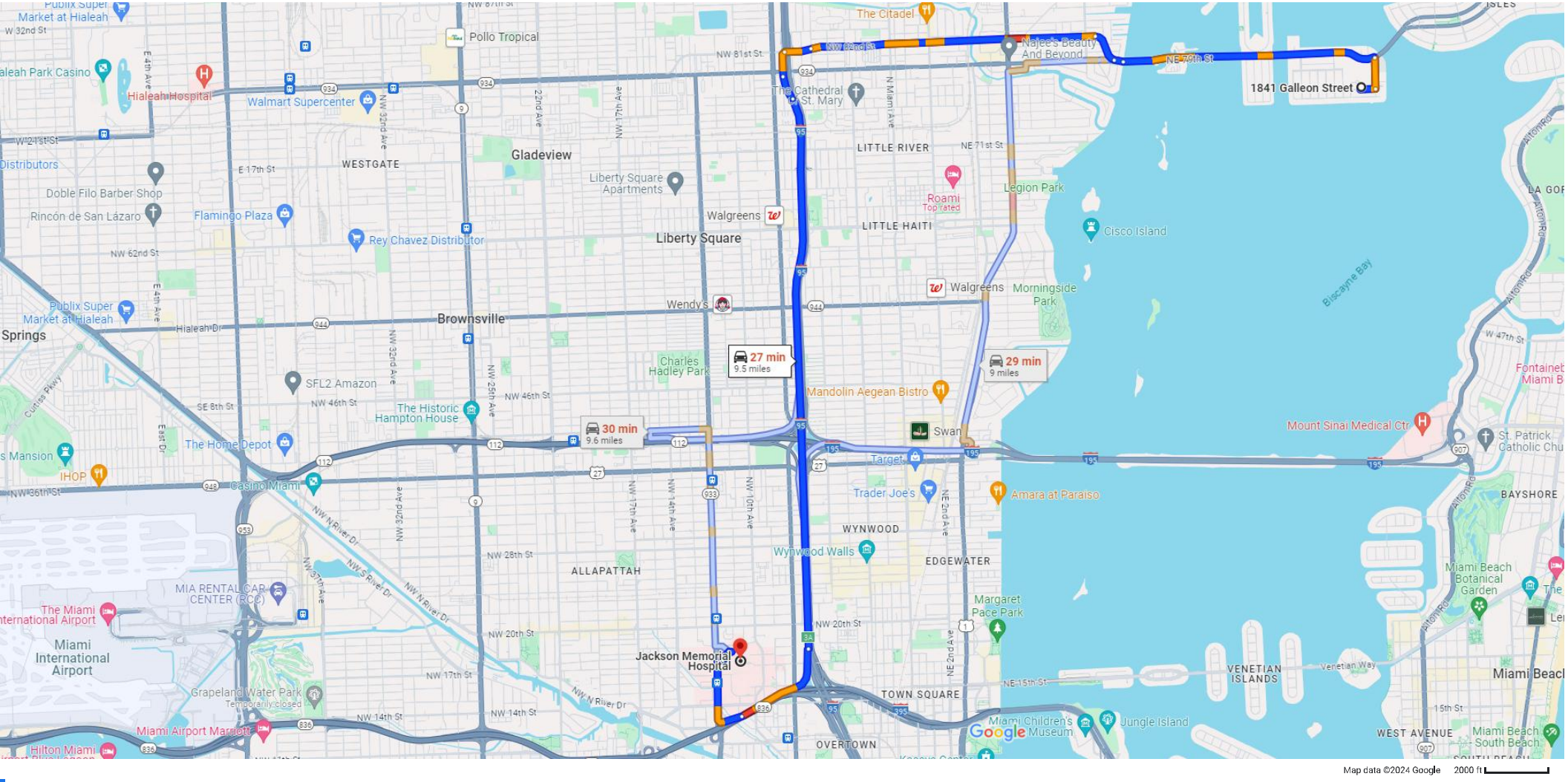
I have read the Health and Safety Plan (HASP) and acknowledge that I understand its contents and requirements to safely complete work on the project. I understand my role, and know who to ask if I have questions. I understand that this document is subject to change, and is routinely updated. It is my responsibility to familiarize myself with this document regularly. I have the training to complete my job safely and will report any unsafe conditions. Should I experience or witness an unsafe act or condition, I will report it to the appropriate Health and Safety Coordinator (HSC).

Name (Print)	Signature	Date

ATTACHMENT B

Google Maps 1841 Galleon St, North Bay Village, FL 33141 to Jackson Memorial Hospital

Drive 9.5 miles, 27 min



via I-95 S — 27 min
Fastest route, despite the usual traffic — 9.5 miles
⚠ This route has tolls.

via Biscayne Blvd — 29 min
Heavy traffic, as usual — 9.0 miles

via NE 82nd St and I-95 S — 30 min
Heavy traffic, as usual — 9.6 miles

Explore nearby Jackson Mem Hospital

ITEM NO. 11.K

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: November 18, 2025

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RESCINDING RESOLUTION NO. 2025-080; FINDING THAT ACQUISITION, THROUGH NEGOTIATED CONVEYANCE, OR THE USE OF EMINENT DOMAIN OF PRIVATE PROPERTY DESIGNATED AS PARCEL 1 (PERMANENT EASEMENT) DESCRIBED IN EXHIBIT "A" AND LOCATED AT 1356 BAY TERRACE, SERVES A PUBLIC PURPOSE AND IS NECESSARY FOR CONSTRUCTION OF STORMWATER PUMP STATION IMPROVEMENTS ON NORTH BAY ISLAND; AUTHORIZING THE VILLAGE ATTORNEY AND OTHERS ACTING ON THEIR BEHALF TO INITIATE EMINENT DOMAIN PROCEEDINGS, IF NEEDED; AUTHORIZING THE VILLAGE MANAGER, VILLAGE ATTORNEY, AND OFFICIALS ACTING ON THEIR BEHALF TO RETAIN EXPERT WITNESSES AND CONSULTANTS, AND TO TAKE ALL FURTHER ACTIONS THAT ARE REASONABLY REQUIRED TO ACQUIRE THE PRIVATE PROPERTY DESCRIBED IN EXHIBIT "A" AND IMPLEMENT THE PURPOSES OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the Village Manager, in coordination with the Village Attorney, to either obtain a negotiated conveyance (i.e., an easement) or take legal action to obtain a drainage easement on private property, as part of the improvements for the proposed drainage pump on North Bay Island.

BACKGROUND AND ANALYSIS

The Village is proposing to provide a comprehensive upgrade to the storm sewer system to fully address and mitigate roadway flooding in North Bay Island, by upgrading the stormwater pump system to discharge runoff into the tidal waters of Biscayne Bay in lieu of relying on

drainage wells. As such, improvements include increasing the discharge capacity of the drainage system by upgrading the pump size and installing a new outfall culvert to accommodate the additional runoff flow. This would include replacing the existing pump station with a new system that includes upgrading pump discharge capacity to 19,000 gpm, removing the existing drainage well, and adding six new deep injection wells along Beach View Drive.

A Phase 1-Stormwater Improvement Project Drainage Report (the “Study”) recommended pump station improvements with necessary outfalls to correct existing and projected deficiencies in the flood control system on North Bay Island (the “Project”). Various alternatives were considered, and based on a detailed evaluation, it was concluded that the existing construction plans prepared by BCC Engineering Inc. for North Bay Island Stormwater Pump Station Improvements contain the Preferred Alternative for the fulfillment of the Project’s needs. In order to construct the Project, it is necessary to acquire a permanent easement on 1356 Bay Terrace, as shown in Exhibit “A” and that such acquisition serves a public purpose and is necessary for the construction, operation, and maintenance of stormwater utility improvements.

The attached exhibit highlights the proposed location of the new stormwater pump station for North Bay Island. The exhibit also shows the potential easement location that is being considered for the utility and control panel equipment needed for the new pump station at 1356 Bay Terrace. An approximate easement area of 1,065 squared feet will be needed to accommodate the pump station control panel and utility equipment. This initiative supports the Village's efforts to become more resilient.

For the last two to three years, the Village has worked to obtain voluntary easements from property owners on North Bay Island to implement the stormwater improvement project. The Village has, most recently, worked with FPL to modify the plans for the area needed.

The Village Manager will, once again, confer with the property owner to determine if a voluntary negotiated easement can be obtained. Alternatively, if negotiation efforts are futile, the Village will begin an eminent domain process in court.

The Village Commission previously adopted Resolutions No. 2025-070 and 2025-080 authorizing the acquisition of Parcel 1 (Permanent Easement) at 1356 Bay Terrace, however, the exhibits attached to the 2025-070 resolution were incorrect and the study references in Resolution 2025-080 required updates.

This Resolution rescinds Resolution 2025-080 and reauthorizes the acquisition with the correct exhibit to ensure the legal description is accurate and enforceable and to reference the study. The proposed resolution authorizes the Village Manager, working in consultation with the Village Attorney, to obtain the negotiated easement or begin the eminent domain process.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Budget impact is to be determined depending on whether the easement is obtained by negotiated conveyance or eminent domain.

PERSONNEL IMPACT
No Impact

ATTACHMENTS

Resolution Acquisition Easement 1356 Bay Terrace.DOCX
Exhibit A-Legal and Sketch.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RESCINDING RESOLUTION NO. 2025-080; FINDING THAT ACQUISITION, THROUGH NEGOTIATED CONVEYANCE, OR THE USE OF EMINENT DOMAIN OF PRIVATE PROPERTY DESIGNATED AS PARCEL 1 (PERMANENT EASEMENT) DESCRIBED IN EXHIBIT "A" AND LOCATED AT 1356 BAY TERRACE, SERVES A PUBLIC PURPOSE AND IS NECESSARY FOR CONSTRUCTION OF STORMWATER PUMP STATION IMPROVEMENTS ON NORTH BAY ISLAND; AUTHORIZING THE VILLAGE ATTORNEY AND OTHERS ACTING ON THEIR BEHALF TO INITIATE EMINENT DOMAIN PROCEEDINGS, IF NEEDED; AUTHORIZING THE VILLAGE MANAGER, VILLAGE ATTORNEY, AND OFFICIALS ACTING ON THEIR BEHALF TO RETAIN EXPERT WITNESSES AND CONSULTANTS, AND TO TAKE ALL FURTHER ACTIONS THAT ARE REASONABLY REQUIRED TO ACQUIRE THE PRIVATE PROPERTY DESCRIBED IN EXHIBIT "A" AND IMPLEMENT THE PURPOSES OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is committed to addressing flooding conditions that are projected to occur on North Bay Island by construction of a pump station system to include necessary outfalls; and

WHEREAS, a Phase 1-Stormwater Improvement Project Drainage Report (the "Study) recommended pump station improvements with necessary outfalls, to correct existing and projected deficiencies in the flood control system on North Bay Island (the "Project"); and

WHEREAS, various alternatives were considered during the course of the Study, as described in the Study, and, based on a detailed evaluation, it was concluded that the existing construction plans prepared by BCC Engineering Inc. for North Bay Island Stormwater Pump Station Improvements contain the Preferred Alternative ("Preferred Alternative") for the fulfillment of the Project's needs; and

WHEREAS, the Village Commission has evaluated the proposed Project and finds that the Preferred Alternative will provide the necessary flood protection on North Bay Island, by providing necessary capacity to meet anticipated future stormwater demands,

and that the Project will improve drainage by providing necessary stormwater treatment, and will improve safety by alleviating stormwater deficiencies; and

WHEREAS, in order to construct the Project, the Village Commission finds that it is necessary to acquire a permanent easement on a portion of the property located at 1356 Bay Terrace ("Parcel 1"), as legally described in and shown on Exhibit "A," and that such acquisition serves a public purpose and is necessary for the construction, operation, and maintenance of stormwater utility improvements; and

WHEREAS, the Village Commission finds that construction of the Project would provide a fiscal and economic benefit to the Village; and

WHEREAS, the Village Commission has determined that the Project addresses long-range planning and safety needs of the Village, as described in the Study; and

WHEREAS, the Village Commission has determined that the Project addresses environmental factors by alleviating stormwater drainage and related contamination issues on North Bay Island, and adjoining waterways, as described in the Study; and

WHEREAS, the Village Commission finds that it is necessary to take legal action and employ legal counsel, real estate appraisers, and other experts to accomplish acquisition of property through negotiated conveyance, or through the Village's power of eminent domain, if needed; and

WHEREAS, the Village Commission is authorized by Sections 166.401 and 166.411, Florida Statutes, to exercise the right and power of eminent domain to acquire property for stormwater drainage upgrades and construction of related improvements on North Bay Island within the limits of the Village, and for the construction, operation and maintenance of stormwater drainage facilities with all rights necessary and convenient for the full use thereof.

WHEREAS, on July 15, 2025, the Village Commission adopted Resolution No. 2025-070, which made the required findings and approved and authorized the acquisition, through negotiated conveyance or the use of eminent domain, of Parcel 1, but the exhibits attached to that resolution were incorrect; and

WHEREAS, in order to ensure the correct legal description and sketch were affixed, the Village Commission rescinded Resolution No. 2025-070 and adopted Resolution 2025-080 with the proper exhibits. However, Resolution 2025-080 did not

reference an updated version of the Study and therefore, this Resolution is intended to Rescind Resolution 2025-080 in order to adopt a new resolution with the accurate Study references

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Rescinding Resolution 2025-080. That Resolution 2025-080 is hereby rescinded in its entirety.

Section 3. Finding of Necessity and Public Purpose. That the Village Commission hereby declares that it is necessary to acquire, through negotiated conveyance or eminent domain, the private property designated as permanent easement Parcel 1, as legally described in and shown on Exhibit "A," for construction, operation, and maintenance of stormwater utility improvements. It is further declared that acquisition of such parcel serves a public purpose.

Section 4. Authority to Initiate Eminent Domain Proceedings. The Village Attorney and all others acting on their behalf are authorized to initiate eminent domain proceedings pursuant to Florida Statutes Chapters 73, 74, and 166, and to file petitions, pleadings, affidavits, declarations of taking, and other documents authorized by Florida Statutes or rule of court to accomplish the acquisition as described herein.

Section 5. Authority to Retain Expert Witnesses and Consultants. The Village Attorney and the Village Manager and officials acting on their behalf are authorized to retain expert witnesses and consultants and to take such further actions as are reasonably required to implement and fully accomplish the purposes of this Resolution.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Mayor Rachel Streitfeld _____

Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andy Rotondaro _____

PASSED AND ADOPTED on this 18th day of November, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
MIAMI–DADE COUNTY
SECTION 9– TOWNSHIP 53S– RANGE 42E

EXHIBIT "A"

SURVEYOR'S NOTES:

1. THIS LEGAL DESCRIPTION IS NOT BASED ON A BOUNDARY SURVEY.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. COMPLETION DATE: 09.05.2025
4. THE EASEMENT SKETCH DEPICTS ONLY THOSE EASEMENTS AFFECTING THE PROPERTY AS IDENTIFIED IN TITLE SEARCH NO. 25–116530, PREPARED BY NATIONAL TITLE AND ABSTRACT COMPANY AND DATED AUGUST 4, 2025.

LEGEND:

1. MDCPR DENOTES MIAMI DADE COUNTY PUBLIC RECORDS
2. PE DENOTES PERPETUAL EASEMENT
3. POB DENOTES POINT OF BEGINNING
4. POC DENOTES POINT OF COMMENCEMENT.
5. POT DENOTES POINT OF TERMINATION
6. ORB. DENOTES OFFICIAL RECORD BOOK
7. PB DENOTES PLAT BOOK
8. PG DENOTES PAGE
9. RGE DENOTES RANGE
10. SEC DENOTES SECTION
11. TWN DENOTES TOWNSHIP
12. A.K.A ALSO KNOWN AS

SURVEYOR'S CERTICATE:

I HEREBY CERTIFY: THAT THE LEGAL DESCRIPTION AND SKETCH OF THE PORTION OF LAND DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THAT THE LEGAL DESCRIPTION AND SKETCH MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472 FLORIDA STATUTES. AND, THAT THE SKETCH HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON. THIS SKETCH DOES NOT REPRESENT A LAND BOUNDARY SURVEY.

FERNANDO FERNANDEZ LICENSE NUMBER 6765 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Fernando Fernandez

Digitally signed by Fernando Fernandez
Date: 2025.09.05 16:50:18 -04'00'

FERNANDO FERNANDEZ
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE LS 6765, FLORIDA
FFERNANDEZ@PDS–ENG.COM
+1(786)631–7053

PREMIERE DESIGN SOLUTIONS INC.
11606 PROMENADE CITY HALL
SUITE 200, MIRAMAR, FL 33025
954.237.7850
PDS@PDS–ENG.COM
LB 8017

PROJECT No: 20210007.1	DRAWN DATE: 09.05.2025	CHECKED: FF

UTILITY EASEMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHERS)

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
MIAMI–DADE COUNTY
SECTION 9– TOWNSHIP 53S– RANGE 42E

LEGAL DESCRIPTION

A PORTION OF THE SECTION 9 TOWNSHIP 53 SOUTH RANGE 42 EAST, MIAMI–DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH EAST CORNER OF THE LOT 1 BLOCK 5 "NORTH BAY ISLAND" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40 PAGE 59 OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, STATE OF FLORIDA; THENCE N01°37'08"W, AS AN ASSUMED BASIS OF BEARINGS, ALONG THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 37.50 FEET; THENCE S88°41'24"W FOR A DISTANCE OF 25.00 FEET; THENCE S01°37'08"E FOR A DISTANCE OF 23.50 FEET; THENCE S88°41'24"W FOR A DISTANCE OF 3.00 FEET; THENCE S01°37'08"E FOR A DISTANCE OF 14.00 FEET TO A POINT AT NORTH RIGHT OF WAY LINE OF BAY TERRACE, SAID LINE BEING ALSO THE SOUTH LINE OF SAID LOT 1; THENCE N88°41'24"E FOR A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN MIAMI–DADE COUNTY, FLORIDA AND CONTAINING 979.49 SQUARED FEET MORE OR LESS.

PREMIERE DESIGN SOLUTIONS INC.
11606 PROMENADE CITY HALL
SUITE 200, MIRAMAR, FL 33025
954.237.7850
PDS@PDS–ENG.COM
LB 8017

PROJECT No: 20210007.1	*DRAWN DATE:* 09.05.2025	*CHECKED: FF*

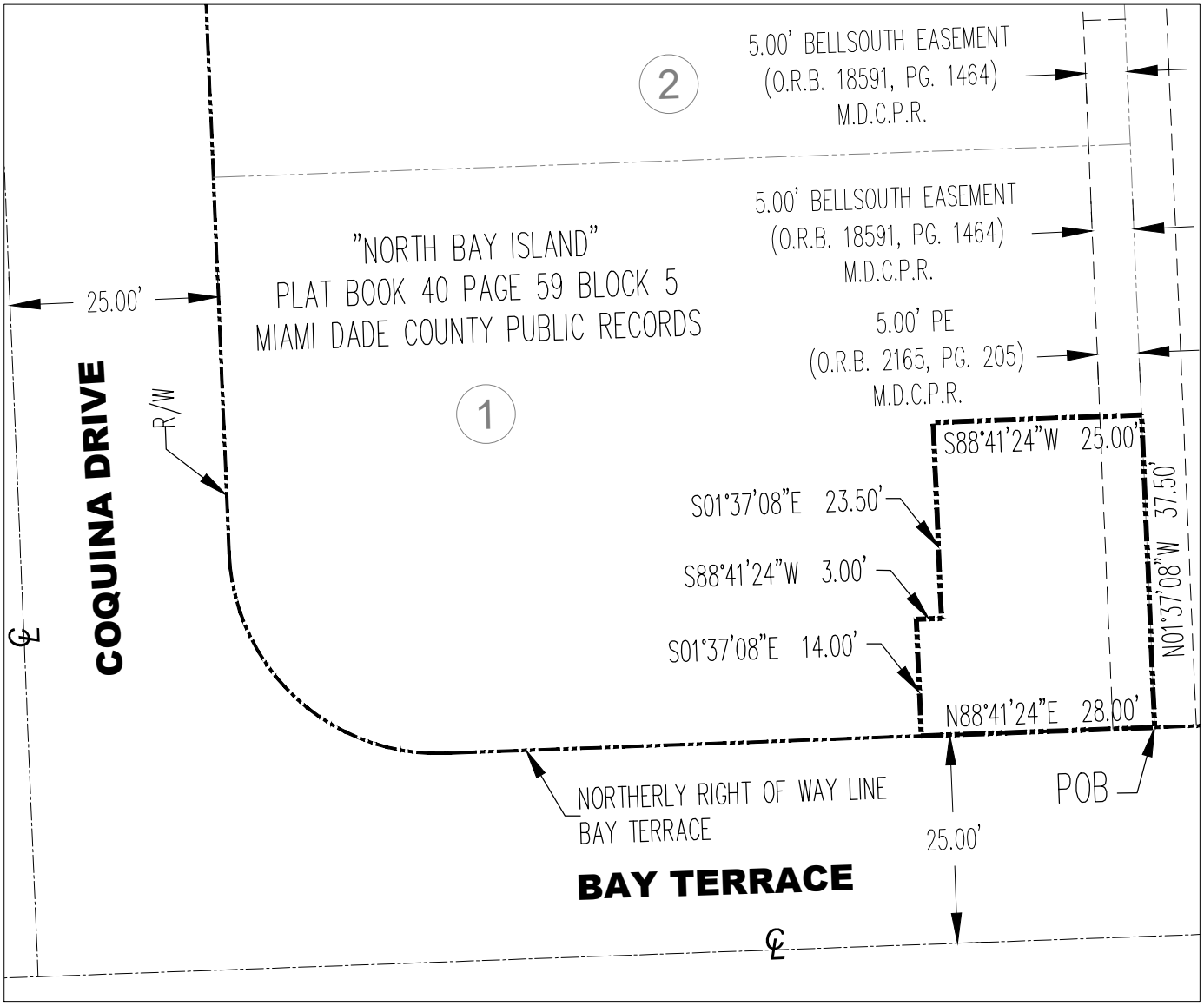
UTILITY EASEMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHERS)

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
MIAMI–DADE COUNTY
SECTION 9– TOWNSHIP 53S– RANGE 42E

N

SCALE 1: 20



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PROJECT No: 20210007.1	DRAWN DATE: 09.05.2025	CHECKED: FF

UTILITY EASEMENT

(THIS PAGE IS NOT VALID WITHOUT THE OTHERS)

ITEM NO. 12.A

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: November 18, 2025

TO: Planning and Zoning Board

FROM: Craig Pinder, Village Planner

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 "SPECIFIC TO TRANSECT ZONES – KENNEDY BOULEVARD DISTRICT (KBD)" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE TO PROVIDE FOR EXTENSIONS OF APPROVALS OF TEMPORARY STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

The Planning & Zoning Board on November 5th, 2025, voted to recommend approval of the request to amend Section 15.3 "Specific to Transect Zones, Kennedy Boulevard District (KBD)" of the Unified Land Development Code as presented.

BACKGROUND AND ANALYSIS

The proposed Ordinance would amend Section 15.3 of the Village Unified Land Development Code [ULDC] to provide extensions of approvals of temporary structures.

Under the current regulations, food trucks are permitted to operate in the Village for an initial six (6)-month period, with renewals allowed for up to a maximum of eighteen (18) months. The proposed amendment would remove the 18-month limit and allow the Village Manager to administratively approve additional six-month extensions at their discretion. Continued operation would remain contingent upon the food truck's compliance with all applicable codes and regulations.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

NONE

ATTACHMENT(S):
Ordinance -Temporary Structure- Food Trucks.DOCX

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 "SPECIFIC TO TRANSECT ZONES – KENNEDY BOULEVARD DISTRICT (KBD)" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE TO PROVIDE FOR EXTENSIONS OF APPROVALS OF TEMPORARY STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Bay Village ("Village") Unified Land Development Code ("ULDC") establishes the Kennedy Boulevard District ("KBD"), composed of Urban Core Transect Zones (T6), to implement the goals of the NBV100 Master Plan and to transform Kennedy Causeway into a walkable, mixed-use boulevard that supports vibrant retail, diverse local businesses, and a wide range of transportation modes; and

WHEREAS, the KBD standards are further intended to facilitate the short-term activation of Pirates Alley into a Village Center, lay the groundwork for the long-term incremental development of a great urban center and Main Street, and attract redevelopment of underused and vacant lots in a manner that improves the public realm, increases access to the water, and contributes to a robust economic base; and

WHEREAS, the Village Commission recognizes that temporary structures such as food trucks, kiosks, and pop-up retail uses contribute to the activation and economic vitality of the KBD by supporting local businesses and creating engaging, pedestrian-friendly spaces; and

WHEREAS, Section 15.3(5) of the ULDC currently authorizes food trucks and other mobile food establishments as temporary structures in certain areas of the KBD, but does not provide a mechanism to authorize continued operation beyond the initial eighteen (18) month period permitted by administrative approvals; and

WHEREAS, the Village Commission wishes to amend Section 15.3(5)(f) of the ULDC to provide that food trucks may be administratively approved for additional extension periods, at the sole discretion of the Village Manager upon a determination of continued compliance with applicable codes and regulations; and

WHEREAS, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and has recommended _____; and

WHEREAS, the Village Commission finds that this Ordinance is in the best interest of the public health, safety, and welfare of the Village's residents and visitors.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:[1]

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Section 15.3 of the Village Code. That Section 15.3 of the code of ordinances of North Bay Village, Florida, is hereby amended to read as follows:

Chapter 15 – Form-Based Code

*** * ***

§ 15.3 – Specific to Transect Zones – Kennedy Boulevard District (KBD).

* * *

C. Development Standards for T6 Transect Zones

* * *

5. Architectural Standards.

a. Permanent and Temporary Structures

(1) Only permanent structures shall be allowed, unless specified otherwise in this Code.

(2) Temporary *Structures* such as mobile homes, construction trailers, travel trailers, recreational vehicles and other temporary structures shall not be allowed except as per the *Code of Ordinances* and this Code, with the following exceptions by *Warrant.*

(a) Island Walk: Temporary Structures such as kiosks, stands, and tents may be allowed within the *Island Walk* easement and the *Waterfront Setback*.

(b) Pirates Alley: Temporary Structures such as shipping containers, food trucks, kiosks, stands, and tents may be allowed.

(c) Other locations within the T6-24 and T6-30 Zoning Districts: Temporary structures such as food trucks, kiosks,

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

shipping containers adapted for retail or service uses, portable bathroom facilities, stands, pop-up shops, temporary sales centers and the like. Food trucks and other types of mobile food establishments shall comply with all state, county and applicable local licensing, permitting, and food and worker safety requirements.

(d) Kiosks and stands shall be limited to temporary covered structures no greater than 300 square feet and shall have one or more open sides.

(e) All temporary structures are subject to the applicable dimensional standards and other relevant requirements of the ULDC and to the applicable provisions of the Florida Building Code. Any contravention of these standards or of specific conditions of the warrant approving the temporary structure may be grounds for revocation of the approval.

(f) Temporary structures may be approved for a maximum of six (6) months, renewable administratively up to two (2) additional times in maximum periods of six months each time for a maximum of eighteen (18) months. Notwithstanding the foregoing~~,~~:

(i) temporary sales centers may be approved for a period of up to twelve (12) months, renewable administratively up to two (2) additional ~~time~~ twelve (12) month periods for a maximum of thirty-six (36) months.

(ii) food trucks and other mobile food establishments may be approved for a period of up to six (6) months, renewable administratively for additional six (6) month periods, subject to the sole discretion of the Village Manager upon a determination that the continued operation remains compliant with all applicable codes and regulations.

(g) Staff shall provide courtesy notification to the Village Commission of temporary structures and activation projects administratively approved in accordance with this subsection.

* * *

Section 3. 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 4. Codification. That it is the intention of the Village Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and 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 5. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2025.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

First Reading:
Moved By: _____

Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:
Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andrew Rotondaro _____

ITEM NO. 12.B

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE BY CREATING A NEW DIVISION 4, "REASONABLE ACCOMMODATION PROCEDURES" AND A NEW SECTION 4.25, TO ESTABLISH PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE ATTORNEY HAYDEE SERA**

RECOMMENDATION

It is recommended that the Village Commission approve the proposed Ordinance on first reading.

BACKGROUND AND ANALYSIS

During the 2024-2025 legislative session, the Florida Legislature adopted Senate Bill 954, which requires each local government to adopt, by January 1, 2026, an ordinance establishing procedures for the review and approval of certified recovery residences, including a process for requesting reasonable accommodations from local land use regulations that serve to prohibit the establishment of a certified recovery residence.

The proposed Ordinance creates a new Division 4, "Reasonable Accommodation Procedures," within Chapter 4, "Administration and Enforcement," to establish procedures specifically applicable to certified recovery residences.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
No immediate financial impact

PERSONNEL IMPACT
The Village's Planning and Zoning staff will be the primary point of contact for applications submitted.

ATTACHMENTS
Ordinance Certified Recovery Residences-First Reading.DOCX
Exhibit A-Ordinance Certified Recovery Residences-Text Amendment.DOCX

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE BY CREATING A NEW DIVISION 4, "REASONABLE ACCOMMODATION PROCEDURES" AND A NEW SECTION 4.25, TO ESTABLISH PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Bay Village ("Village") Unified Land Development Code ("ULDC") establishes the Village's land development regulations; and

WHEREAS, the Village Commission finds it periodically necessary to amend the ULDC in order to update regulations and procedures to maintain consistency with state law, implement municipal goals and objectives, clarify regulations, and address specific issues and needs that may arise; and

WHEREAS, in 2025, the Florida Legislature adopted Senate Bill 954, which requires each local government to adopt, by January 1, 2026, an ordinance establishing procedures for the review and approval of certified recovery residences, including a process for requesting reasonable accommodations from local land use regulations that serve to prohibit the establishment of a certified recovery residence; and

WHEREAS, to comply with the January 1, 2026 statutory deadline, the Village Commission finds it necessary to create a new Division 4, "Reasonable Accommodation Procedures," within Chapter 4, "Administration and Enforcement," to establish procedures specifically applicable to certified recovery residences; and

WHEREAS, the Village intends to address general reasonable accommodation procedures applicable to all other residential and nonresidential uses at a later date, following adoption of the required provisions for certified recovery residences; and

WHEREAS, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and has recommended _____; and

WHEREAS, this Ordinance was duly noticed and presented to the Village Commission in two readings, with second reading conducted as the required public hearing on _____, 2025; and

WHEREAS, the Village Commission finds that this Ordinance is in the best interest of the public health, safety, and welfare of the Village's residents and visitors.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Chapter 4 of the ULDC. That Chapter 4, "Administration and Enforcement," of the ULDC of North Bay Village, Florida, is hereby amended to read as set forth in Exhibit A attached hereto and incorporated herein.

Section 3. 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 4. Codification. That it is the intention of the Village Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and 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 5. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2025.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

First Reading:
Moved By: _____
Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:
Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andrew Rotondaro _____

EXHIBIT A[1]

CHAPTER 4, ADMINISTRATION AND ENFORCEMENT

* * *

DIVISION 4, REASONABLE ACCOMODATION PROCEDURES

§ 4.20 – 4.24 [RESERVED].

§ 4.25 –Procedures for Certified Recovery Residences.

A. *Purpose*. This Section establishes procedures for the review and approval of certified recovery residences within the Village, including a process for certified recovery residences to request reasonable accommodations from any Village land use regulation that serves to prohibit the establishment of a certified recovery residence. The Village shall process requests for the establishment of certified recovery residences in accordance with the provisions of this section and applicable federal and state laws including, but not limited to, the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq, and Section 397.487(15)(a), Florida Statutes (collectively, the "Applicable Laws"). For purposes of this section only, any terms not defined in the ULDC shall have the same meanings set forth in Section 397.311, Florida Statutes.

B. *Application*.

a. A request to establish a certified recovery residence shall be submitted in writing to the Planning and Zoning Department Official on an application form approved by the Village. The application shall include any information necessary to process the request, including, at a minimum, the following:

(1) Name and contact information of the applicant or the applicant's authorized representative;

(2) Property address, parcel identification number, description of the property, and a survey of the property;

(3) Consent of the current owner of the subject property, if the applicant is not the owner of the subject property;

(4) A letter of intent identifying the existing zoning district of the property, including any previously approved conditions or modifications;

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

(5) Description of the accommodation requested and the specific regulation or policy from which relief is sought; and

(6) Confirm the general location of off-street parking.

b. The Village shall date-stamp each certified recovery residence application upon receipt. An application will be considered complete by the Department if it is submitted in the required form with all mandatory information and material. This provision does not preclude the identification and correction of information submitted by the applicant after an application is accepted.

C. *Decision Process.*

a. The Village must notify the applicant in writing within the first 30 calendar days after receipt of an application, whether additional information is required, and allow the applicant at least thirty (30) calendar days to respond.

b. If the applicant fails to respond to the request for additional information, the Planning and Zoning Department Official shall deny the request for relief upon the basis that it has been deemed abandoned and/or withdrawn. No further action by the Village concerning said relief request shall be required.

c. Within sixty (60) calendar days after receipt of a completed application, the Planning and Zoning Department Official must issue a final written determination on such application. The determination must:

i. Approve the request in whole or in part, with or without conditions; or

ii. Deny the request, stating with specificity the objective, evidence-based reasons for denial, and identifying any deficiencies or actions necessary for reconsideration.

d. If a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

D. *Criteria.* The Village shall apply the following criteria in considering a reasonable accommodation request for establishing a certified recovery residence:

a. Whether the applicant has established that he/she, or the individual on whose behalf the application was submitted, is protected under applicable laws.

b. Whether the applicant has established that the requested accommodation is reasonable and necessary to afford the disabled individual an equal opportunity to use and enjoy the property.

c. Whether the requested accommodation would impose an undue financial or administrative burden on the Village.

d. Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the Village.

e. If applicable, whether alternative reasonable accommodations could provide an equivalent level of benefit.

f. That applicant adheres to all applicable state and federal laws relating to certified recovery residences and can demonstrate the same, inclusive of all required licensures or credentials for operation of a certified recovery residence.

g. That the licensed service provider must have a paid certified employee on call during the time when individuals are at a community housing location, if applicable.

h. That the certified recovery residence operating as Community Housing, which residence is actively managed by a certified recovery residence administrator approved for 100 residents under pursuant to Florida Statutes and is wholly owned or controlled by a licensed service provider electing to manage up to 150 residents, shall maintain a service provider personnel-to-patient ratio of 1 to 8 and an onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of 1 to 10, for a Level IV certified recovery residence,

i. That the certified recovery residence operating as Community Housing, which residence is actively managed by a certified recovery residence administrator approved for 100 residents pursuant to Florida Statutes and is wholly owned or controlled by a licensed service provider electing to manage up to 300 residents, shall maintain a service provider personnel-to-patient ratio of 1 to 8 and maintain onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of 1 to 6.

E. *Exhaustion required.* A request for relief under this section shall be required prior to any person filing a lawsuit based upon Applicable Laws. Completion of the relief procedures provided herein shall constitute the exhaustion of all administrative remedies available from the Village.

F. *Effect while pending.* While an application for relief or appeal of a decision of same is pending before the Village, the Village will not enforce the subject code, rules, policies, and procedures, except the Village may seek injunctive relief if an imminent threat to the health, safety and welfare of the public is present.

G. *Revocation.* The Planning and Zoning Department Official may revoke a granted accommodation of a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain licensure required under this section, if not reinstated within 180 calendar days.

* * *

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Doris Acosta

SUBJECT: Discussion on Establishing a Youth Advisory Board - Sponsored by Doris Acosta

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Acosta wishes to engage with the Village Commission on a conversation to establish a Youth Advisory Board to represent the Village's young residents

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE 2026 COMMISSION MEETING SCHEDULE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE CLERK, ALBA L. CHANG

RECOMMENDATION

It is recommended that the Village Commission adopt the proposed resolution establishing the proposed 2026 Commission meeting calendar.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval of the 2026 Commission Meeting schedule.

In accordance with § 3.09 A of the Village Charter, the Commission shall meet regularly at least once in every month at such times and places as the Commission may prescribe by rule; however, the Commission, by majority vote, may elect not to have a Regular Meeting in either the month of July or the month of August for the purposes of allowing summer vacations.

The proposed 2026 Village Commission meeting calendar is being presented for the Commission's consideration and approval.

Staff hereby seeks guidance on which of these months (July or August) the Village Commission would prefer not to have a Regular Meeting, to facilitate the planning of summer vacations.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution - Approving 2026 Meeting Schedule.docx
Proposed 2026 Meeting Schedule.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE 2026 COMMISSION MEETING SCHEDULE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3.09 of the North Bay Village (the "Village) Charter provides that the Commission shall meet regularly at least once a month and that the Commission may elect, by majority vote, not to have a regular meeting in either the month of July or August for the purpose of allowing summer vacations; and

WHEREAS, the Village Commission desires to approve the 2026 Commission meeting schedule attached hereto as Exhibit "A"; and

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

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

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the meeting schedule attached hereto as Exhibit "A."

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

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Mayor Rachel Streitfeld _____
Vice Mayor Richard Chervony _____
Commissioner Doris Acosta _____
Commissioner Goran Cuk _____
Commissioner Andrew Rotondaro _____

PASSED AND ADOPTED on this 18th day of November 2025.

Rachel Streitfeld,
Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

2026 VILLAGE COMMISSION MEETING SCHEDULE

MEETING DATE 3rd Tuesday of the Month
Tuesday, January 20, 2026
Tuesday, February 17, 2026
Tuesday, March 17, 2026
Tuesday, April 21, 2026
Tuesday, May 19, 2026
Tuesday, June 16, 2026
Tuesday, July 21, 2026
Tuesday, August 18, 2026
Tuesday, September 15, 2026
Tuesday, October 20, 2026
Tuesday, November 17, 2026
Tuesday, December 15, 2026

BUDGET WORKSHOP AND PUBLIC HEARING PROPOSED DATES

1ST Budget Workshop	Thursday, June 18, 2026
2nd Budget Workshop	Thursday, July 23, 2026
1st Budget Hearing Same day as the Commission Meeting	Tuesday, September 15, 2026
Final Budget Hearing	To be Determine

ITEM NO. 14.C

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: November 18, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Vice Mayor Goran Cuk

SUBJECT: Discussion Regarding the Palm Tree Club - Sponsored by Vice Mayor Cuk

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Vice Mayor Cuk wishes to engage in a discussion with the Village Commission regarding the Village's local business, Palm Tree Club.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

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PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TOWN OF LAUDERDALE-BY-THE-SEA
AND
FIRST CHOICE DIGITAL, INC.

This Professional Services Agreement ("Agreement"), made and entered into this 11th day of February 2025 ("Effective Date"), by and between the **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation (the "Town") and **FIRST CHOICE DIGITAL, INC.**, a Florida Profit Corporation (hereinafter, the "Consultant").

WHEREAS, the Town desires document imaging services (the "Services"); and

WHEREAS, the Town and Consultant, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Services. The Consultant shall perform the services set forth in the Proposal attached hereto as Exhibit "1," as requested by the Town (the "Services"). Consultant shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Consultant shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Consultant to provide the Services required hereunder.

2. Term. This Agreement shall commence on the Effective Date and shall continue for a three (3) year term or until the project is complete, whichever occurs first, with the option to renew the agreement for three additional one (1) year terms, unless terminated earlier as provided in Section 7 of this Agreement.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Consultant shall at all times protect Town's property from all damage and shall repair or replace any damaged property as required by Town.

4. Compensation. Compensation hereunder shall be paid to Consultant as provided in the Proposal attached hereto as Exhibit "1," in a total amount not to exceed $150,000. Consultant shall invoice the Town at the end of each month based on a proration of the work completed. The Town shall pay the Consultant within 30 days of receipt of an approved invoice.

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

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5. Books and Records. Consultant shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 14. The Town shall have the right to audit the books and records of the Consultant related to the services authorized herein upon reasonable notice provided to Consultant. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Consultant based upon such entry.

6. Indemnity. Consultant shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties for work or materials required under or related to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Consultant's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7. Termination.

7.1 Termination for convenience. The Town may terminate this Agreement for convenience by giving Consultant 30 calendar days' written notice. In the event of such termination, Consultant shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Consultant invoice the Town for Services not yet provided.

7.2 Termination for cause. This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, Consultant shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 7.1 of this Agreement, and the provisions of Section 7.1 shall apply.

8. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

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For the Town:	Town Manager Town of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308
With a copy to:	Town Attorney Town of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, FL 33308
For The Consultant:	First Choice Digital Inc. 245 Southeast 1st St. Suite 300 Miami, FL 33131 rramos@thefirstchoicedigital.com

9. Assignment and Changes. Consultant may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

10. Insurance. Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town is a named insured with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Consultant shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Consultant shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Consultant and the insurance carrier.

Consultant shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:

1. **Comprehensive General Liability Insurance** - $1,000,000 combined single limit of insurance per occurrence and $2,000,000 in the general aggregate for Bodily Injury and Property Damage and $1,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.

2. **Workers' Compensation Insurance** – Statutory.

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3. **Comprehensive Automobile Liability Insurance** - $1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; $1,000,000 Hired and Non Owned Auto Liability.

4. **Professional Liability** – $1,000,000 policy to be written on a claims-made basis.

11. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12. Consultant Representations. Consultant represents the following: Consultant is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Consultant have been duly authorized; this Agreement is binding on Consultant and enforceable against Contactor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

13. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Consultant has been procured and is being engaged to provide Services to the Town as an independent contractor, and not as an agent or employee of the Town. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the Town, nor any rights generally afforded to classified or unclassified employees of the Town. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Contractor t and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the Town under this Agreement.

14. Chapter 119 (Public Records). The Consultant shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

(a) Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

(b) Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

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(d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(e) Any compensation due to Consultant shall be withheld until all records are received as provided herein.

(f) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, townclerk@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

15. Scrutinized Companies.

a. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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16. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

17. Waiver of Jury Trial. The Town and Consultant **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

18. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

19. No Contingent Fees. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. Ethics.

a. Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subconsultants hired by the firm must also adhere to this policy and it must be included in their contracts as well.

c. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

d. Consultant covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. CONSULTANT covenants that it will conduct no activity or provide any service

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that is unlawful or offensive.

21. E-Verify. In accordance with Section 448.095, Florida Statutes, the Town requires all Consultants, and any subcontractors thereof, doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

22. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

23. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

24. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

25. Conflicts; Order of Priority. This document without exhibits is referred to as the "Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be

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resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

a. First Priority: This Base Agreement
b. Second Priority: Request for Proposal No. 2024-09-02; and
c. Third Priority: the Consultant's Bid;

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

By: Linda Connors
Linda Connors, Town Manager

CONSULTANT:

FIRST CHOICE DIGITAL, INC

By: Ruben Ramos
Ruben Ramos

Attest: Katrina Adler
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Susan L. Trevarthen
Town Attorney Susan L. Trevarthen

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Exhibit 1

September 30, 2024 @ 11: 00 AM

REQUEST FOR PROPOSAL

NO. 2024-09-02



Town of Lauderdale-By-The-Sea

DOCUMENT IMAGING SERVICES

Submitted by:

First Choice Digital, Inc.
245 Southeast 1st Street
Suite 300
Miami, FL 33131
305.579.5144
rramos@thefirstchoicedigital.com

First Choice Digital, Inc.

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First Choice Digital, Inc.

TAB 1:

LETTER OF TRANSMITTAL

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

Docusign Envelope ID: 92A40A19-DDAA-469A-A237-9A6F762CC91E

First Choice Digital, Inc.

September 30, 2024

Town of Lauderdale-By-The-Sea
Town Hall
4501 Ocean Drive
Lauderdale-By-the-Sea, FL 33308

RE: Request For Proposal No. 2024-09-02 – Document Imaging Services

To Whom It May Concern:

First Choice Digital, Inc. (FCD) submits its response to the Town of Lauderdale-By-The-Sea (Town) Request for Proposal (2024-09-02) to provide Document Imaging Services. We thoroughly understand the Scope of Services and have enclosed one (1) original hard copy of our response to this RFP.

Since our inception in 2005, FCD has been offering Document Imaging Services. Our firm is a top provider of Streamlining Document Management and Workflow for Government Jurisdictions, the Legal Profession, and Corporations. **More importantly FCD is proud to have been providing these services effectively and efficiently to the Town for the past year.**

Our mission is to deliver highly effective, innovative solutions at truly affordable cost. As you review our proposal, you will see our commitment to delivering all the services outlined in Part I – Statement of Work of this RFP.

We hereby confirm that the following authorized personnel are designated to make representations on behalf of our company and to negotiate and execute any contracts related to these services.

Mr. Ruben Ramos - President
245 Southeast 1st Street, Suite 300
Miami, FL 33131
(305) 579.5144

If given the opportunity, we will continue to provide and improve the high level of Services that is expected and required by the Town of Lauderdale-By-The-Sea. If you need any additional information or would like to discuss this proposal further, please feel free to contact me at (305) 579.5144.

Best,
First Choice Digital, Inc.

Ruben Ramos
President

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First Choice Digital, Inc.

TAB 2:

TITLE PAGE

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

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Town of Lauderdale-By-The-Sea

Request For Proposal
RFP No. 2024-09-02
Document Imaging Services

09/30/2024

Submitted By:

First Choice Digital, Inc.
245 Southeast 1st Street, Suite 300
Miami, FL 33131

Mr. Ruben Ramos
(305) 579.5144
rramos@thefirstchoicedigital.com

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First Choice Digital, Inc.

TAB 3:

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TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

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Form C

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Addendum

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First Choice Digital, Inc.

TAB 4:

ORGANIZATION PROFILE AND QUALIFICATIONS

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

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TAB 4 - ORGANIZATIONAL PROFILE AND QUALIFICATIONS:

First Choice Digital, Inc. (FCD) was founded in 2005 and is a premier provider of e-Discovery data Management and Managed Review Services for Government Agencies, Legal Professionals, and Corporations. Our team is equipped to quickly and efficiently duplicate and scan documents of any volume. In addition, we have the capacity to increase staff when necessary. Our range of activities includes the following:

- **Document Imaging:** Transforming all paper files into secure digital documents to streamline your business processes with a digital mailroom.
- **Hosting and Document Review:** Providing efficient and thorough document management.
- **eDiscovery:** Streamlining the review and production of electronic data through a State-of-the-art platform.
- **Data Collection and Forensics:** Ensuring secure and precise handling of evidence.
- **Document Destruction:** Shredding

FCD has experience providing similar services and is currently providing the Town of Lauderdale-By-The Sea with Document Imaging services. In addition, we are also providing Customized Document Scanning Services to the Town of Cutler Bay, Village of El Portal and North Bay Village.

The following information has been included as part of our Organizational Profile and Qualifications.

- On the following page we have enclosed documentation indicating First Choice Digital, Inc. certificate to conduct business in the State of Florida.
- The chart below describes the primary individuals responsible for supervising the work and the percentage of time each primary individual will contribute to the work:

Name	Role	Percentage
Ruben Ramos	President	80%
Alejandra Ramos	QA /QC	70%
Matthew Porras	Business Development / Lead Technician & Digitizing Specialist	90%
Miguel Saez	Scanning & Coding Specialist	90%
Anthony Toruno	Lead Technician & Digitizing Specialist	90%
* Once FCD is awarded the contract, we can bring on five (5) additional contracted staff members, each with extensive experience in supporting medium to large projects.		100%

- Resumes of all key individuals on the following pages, detailing their backgrounds, training, experience, qualifications, and authority as the Town's primary contact persons.

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State of Florida
Department of State

I certify from the records of this office that FIRST CHOICE DIGITAL, INC. is a corporation organized under the laws of the State of Florida, filed on November 14, 2005.

The document number of this corporation is P05000151469.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 29, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of September, 2024

Secretary of State

Tracking Number: 6685169540CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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Mr. Ramos has extensive experience as a Business Owner with an exceptional background in the Document Management field. Well versed in project management, employee development and customer satisfaction. Over Twenty (20) years of experience providing reliable and professional service.

Education:
Laserfiche- Online Administration Certification
Relativity Admin Essentials
Fundamentals of Case Administration

Relativity- Chicago, IL
Relativity Admin Essentials
Fundamentals of Case Administration

iConect- Xera- Reston, VA

Xera Administrator Certification

Florida International University- Miami, FL Legal Assistant Certification

Languages:
English and Spanish

President, First Choice Digital, Inc.
2005 – Present

Mr. Ramos Key Responsibilities include:

- Responsible for the sales, operations, and direction of all project phases of a Document Management business.
- Estimated, contracted and managed numerous document management projects in the areas of duplication and digitizing.
- Purchased, maintained, and operated data hosting software.
- Manage the execution of all projects.
- Keep all communications open with clients on schedules, budgeting, and project completion.
- Coordinate day-to-day planning for maximum efficiency.
- Interview, hire, and manage employees.
- Subcontracted, scheduled, and coordinated various paper and data hosting projects.

Document Management Specialist, Minit Print
1998 – 2005
Part of records management team that provided copying and file maintenance duties.

- Assistant project manager.
- Received, organized, and prioritized documents for copying purposes.
- Heavy litigation copying.

Mortgage Loan Consultant, Bank of America Customer
1995 – 1998
Evaluated, authorized, or recommended approval of commercial, real estate, or credit loans.

- Advised clients on mortgage, educational, and personal loans.
- Executed customer transactions, including deposits, withdrawals, money order and checks.
- Met with clients to generate new business and negotiate contracts.
- Contacted potential clients to pursue sales and gather funds.
- Received regional branch recognition award for 50% sales increase.

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Ms. Ramos has extensive experience in overseeing and optimizing project workflows, ensuring adherence to project specifications, maintaining high standards of quality control, and consistently meeting project deadlines. Adept at managing cross-functional teams, streamlining operations, and enhancing productivity to achieve organizational goals.

Education:
Licensed Mortgage Broker

Languages:
English and Spanish

Director of Operations
2006 – Present

Ms. Ramos Key Responsibilities include:

- Lead the development and implementation of operational strategies to optimize project workflows, ensuring all work aligns with organizational objectives.
- Collaborated with various departments to ensure project specifications are accurately defined and met.
- Maintain stringent quality control standards, conducting regular assessments to ensure high performance across all projects.
- Manage project timelines to ensure that all deadlines are met, often exceeding client expectations in terms of efficiency and results.
- Implement and improve operational processes to increase overall team productivity and project outcomes.

Licensed Mortgage Broker | American Financial Mortgage
2003 - 2006

- Loan Officer / Office Manager
- Senior Mortgage Loan Processor
- Responsible for the coordination of the loan process from origination until closing

Sr. Personal Financial Rep., Washington Mutual Bank

- Customer service-oriented environment
- Opening of new accounts, closing accounts, wire transfers, IRA's
- Customer lending coordinator (originator and closer); Home Equity Lines and Loans

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Mr. Toruno serves as a Lead Technician & Digitizing Specialist. He oversees the digitization process of records and documents, ensuring high-quality results and efficient workflows. His role involves leading the team and managing projects, while implementing best practices in digitization and data management.

Education:
Florida International University (FIU)
Information Technology (IT), BS Miami, FL

Languages:
English and Spanish

Lead Technician & Digitizing Specialist - First Choice Digital, Inc.
2023 – Present

Mr. Toruno's Key Responsibilities include:

- **Digitization Process Management:** Plan and execute the digitization of various types of records, including paper documents, photographs, and other media.
- **Quality Control:** Ensure accuracy and quality of digitized materials by implementing and monitoring quality assurance protocols. Oversee the maintenance and calibration of digitization equipment, troubleshooting any technical issues that arise. Collaborate with project managers and stakeholders to define project goals, timelines, and deliverables.
- **Data Management:** Organize, store, and secure digital files, ensuring compliance with data management policies and best practices.
- Prepare regular reports on project status, team performance, and digitization metrics for management review.

Lead Technician - Techy
2021 – 2023

- Tracked store inventories and replenished products according to demand.
- Communicated with clients to address questions, concerns and needs and provide quality customer service.
- Led and directed team members on effective methods, operations and procedures
- Diagnosed phones and performed high quality repairs
- Kept work area clean and sterile
- Educated clients on the use of their cellphones

Sawa Restaurant - Server
2021 – 2021

- Greet customers
- Provide excellent customer service/ welcome guests to venue
- Take food/drink orders

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MATTHEW PORRAS, MBA
Business Development Associate

First Choice Digital, Inc.

Mr. Porras experience oversees new and existing clients. Also leads in the, ensuring high-quality results and efficient workflows. His role involves managing and keeping track of data for all projects, while implementing best practices in digitization and data management.

Education:
Master of Business Administration | Florida International University, Miami, FL

Bachelor of Business Administration | Florida International University Miami, FL

Languages:
English and Spanish

Lead Technician & Digitizing Specialist - First Choice Digital, Inc.
2024 – Present

Mr. Porras Key Responsibilities include:

- Identify new clientele and potential clients through market research and email outreach.
- Prep, scan, and organize documents for upload to a specific client's server.
- Develop Excel spreadsheets to keep track of vital client information and orders. Transfer data from hard copy to a digital database.

After-School Teacher - Gulliver Preparatory School
2020 - 2021

- Communicated frequently with faculty and co-workers to provide feedback and discuss instructional strategies.
- Planned daily activities, created a comprehensive curriculum, and assisted students with assignments.
- Developed curriculum and lesson plans to ensure students achieved learning objectives.

Production Associate - Pandora's Box
2019 - 2020

- Created and executed social media marketing campaigns to increase daily visibility and drive the profitability of the business.
- Used problem-solving abilities to swiftly handle manufacturing concerns.
- Maintained accurate records of production activities and materials used.

Administrative Assistant - KD Construction
2018 – 2019
Boosted team productivity by managing communication channels and ensuring timely responses to inquiries.

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Mr. Saez is experienced in Scanning & Coding and converting physical documents into digital formats and accurately coding those documents for easy retrieval and management. This role involves meticulous attention to detail to ensure high-quality scans and proper indexing of data.

Education:
UE Batalla de la Victoria – Venezuela

Languages:
English and Spanish

Scanning & Coding Specialist - First Choice Digital, Inc.
2023 – Present

Mr. Saez Key Responsibilities include:

- **Document Scanning:** Operate scanning equipment to digitize physical documents, ensuring clarity and accuracy of scans.
- **Data Coding:** Assign appropriate codes and metadata to scanned documents for efficient organization and retrieval.
- **Quality Control:** Review scanned documents for completeness and accuracy, addressing any issues before finalizing files.
- **File Management:** Organize and maintain digital files in accordance with established naming conventions and filing systems.
- **Equipment Maintenance:** Perform routine maintenance on scanning equipment and troubleshoot any technical issues that may arise.

Assistant Refrigerator Technician
2022
Responsible for maintaining the cleanliness, organization, and functionality of refrigerator units within the facility. This role involves assisting in inventory management, ensuring food safety, and supporting overall kitchen operations.

Retail Sales – Rincon de Baragua
2021 – 2022

- Greet customers
- Provide excellent customer service/ welcome guests to venue
- Take food/drink orders

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RFP FORM A

Proposer: First Choice Digital, Inc.

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
   1.1. The correct and full legal name of the Proposer is: First Choice Digital, Inc.
   1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).Corporation
   1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: Mr. Ruben Ramos
2. Please describe your company in detail. Please see attached pages.
3. The address of the principal place of business is: 245 SE 1st Street, Suite 300
   Miami, FL 33131
4. Company telephone number, and e-mail addresses: (305) 579-5144
   rramos@thefirstchoicedigital.com
5. Number of employees: 5-15 employees, depending on workload.
6. Name of employees to be assigned to this Project: Miguel Saez, Anthony Toruno, Matthew Porrasl and Alejandra Ramos
7. Company identification numbers for the Internal Revenue Service: 51-0559412
8. Provide Broward County occupational license number, if applicable, and expiration date: N/A
9. How many years has your organization been in business? Does your organization have a specialty? nineteen (19) years, Document Management Services and Trail Solutions.
10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and cost of work completed. Please see attached pages.
11. Have you ever failed to complete any work awarded to you? If so, where and why? No

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RFP FORM A: QUALIFICATIONS STATEMENT:

2. Please describe your company in detail.

Mr. Ruben Ramos began his career at a small copy shop in the early 2000s. Recognizing the potential for career advancement, he took the bold step of opening his own firm, First Choice Digital, Inc. (FCD) in 2005. He focused on incorporating innovative solutions to streamline processes and enhance the efficiency of emerging technologies. Our team is here to help transition to a paperless office and automate workflows that can yield substantial advantages, such as enhanced efficiency, lower operational costs, and improved security. By digitizing documents and optimizing processes, your team can swiftly access information, collaborate effortlessly, and eliminate the clutter and delays linked to manual paperwork. Furthermore, automation minimizes the risk of human error, ensuring that tasks are executed accurately and punctually, while also supporting better compliance and audit trails. These enhancements not only increase productivity but also foster a more sustainable and adaptable workplace. We ensure that our staff can quickly and efficiently duplicate and scan any volume of documents, no matter the size. We collaborate closely with our clients to scan, index, and file documents and images within the Laserfiche Cloud Repository. Additionally, will prepare and oversee the destruction of digitized files in coordination with the client.

10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and cost of work completed.

Town of Lauderdale-By-The-Sea

- Sixteen (16) large bankers' boxes (average of 32 regular boxes).
  The project description is provided in the Scope of Services described in Tab 5 of this submittal.
- **Reference:** is Mr. Jeff Nole
- **Cost of Work Completed:** $9,044.55

Town of Cutler Bay

- Administrative Department, 8 bankers' boxes.
  The project description is provided in the Scope of Services described in Tab 5 of this our response.
- **Reference**: Vivian Mañach
- **Cost of Work Completed:** $1,657.10

Costello Insurance & Associates, Inc,

- 80 bankers' boxes.

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The project description is provided in the Scope of Services described in Tab 5 of this our response.

- **Reference:** Melissa Tabacco
- **Cost of Work:** Completed: $19,230.11

Completed Pearl Holding Group,

- 2,500 bankers' boxes (2016-2018).
  The project description is provided in the Scope of Services described in Tab 5 of this our response.
- **Reference:** Mike Mobley.
- **Cost of Work:** $1,010,441.57

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12. Provide the following information concerning all contracts **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
Digitizing thirteen(13) Departments	Lennar Corporation	$ 85K	85%	12/2024

(Continue list as necessary)

13. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
	N/A	

The foregoing list of sub-consultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

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RFP Form B

Proposer: First Choice Digital, Inc.

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of five individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact Town of Cutler Bay, Mr. Santiago Gonzalez
   Title of Contact Chief of Code Services
   Telephone Number: (786) 573-5534 Email Address sgonzalez@cutlerbay-fl.gov

2. Name of Contact Village of El Portal, Ms. Christia E. Alou, Esq.,
   Title of Contact Village Manager
   Telephone Number: (305) 794-7880 Email Address villagemanager@villageofelportal.org

3. Name of Contact North Bay Village , Alba L. Chang, CMC
   Title of Contact Village Clerk
   Telephone Number: (305) 756-7171 Email Address villageclerk@nbvillage.com

4. Name of Contact Ms. Melissa Tobacco
   Title of Contact President
   Telephone Number: (305) 756-7171 Email Address melissa@costelloinsurance.net

5. Name of Contact Mr. Mike Mobley
   Title of Contact Vice Preseident of Operations
   Telephone Number: (954) 587-2299 Email Address mike@pearlholding.com

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RFP Form C

Proposer: First Choice Digital, Inc.

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Name of Proposer: First Choice Digital, Inc.

Name of authorized representative of Proposer: Ruben Ramos

Instructions: Show the price/cost for each Item Description your firm will provide per the requested scope of work. Include the fees/costs associated with each proposed Item Description.

Pricing for imaging/scanning will include prepping, indexing and any transportation costs. Scanning for all 11”x17” documents/images will be combined and indexed as one file for each specific permit number. All drawings and other images larger than 11”x17” will be scanned and indexed as one file according to drawing sets per specific permit number. On average, drawings and plan sets will range between one and five drawing sets for each permit number.

Proposer agrees to provide services below in accordance with terms, conditions and specifications contained in the RFP. Firm, fixed costs/prices quoted for all products and services in this RFP shall be deemed as cost to the Town, including travel and any other miscellaneous expenses, and no other costs to the Town will be accepted. The Total Project Cost/Price SHALL include all fees and reimbursements for out-of-pocket costs.

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RFP FORM D

Proposer:First Choice Digital, Inc.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period

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of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

First Choice Digital, Inc.
Name of Business

By: _____
Signature

Ruben Ramos, President
Print Name and Title

245 SE 1st Street, Suite 300

Miami, FL 33131
Mailing Address

Witness:

By: _____
Signature

BRAULIO RUIZ
Print Name

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First Choice Digital, Inc.

TAB 5:

EXPERIENCE

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

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TAB 5 - EXPERIENCE:

Mr. Ruben Ramos began his career at a small copy shop in early 1994. Recognizing the potential for career advancement, he took the bold step of opening his own firm, First Choice Digital, Inc. (FCD) in 2005. He focused on incorporating innovative solutions to streamline processes and enhance the efficiency of emerging technologies. First Choice Digital, Inc. (FCD) now boasts more than nineteen (19+) years of experience delivering relevant services across various industries, including municipalities, architectural firms, law firms, insurance companies, CPA firms, educational institutions, financial services, healthcare, manufacturing, and commercial sectors.

The following similar services are provided to highlight FCD experience with other municipalities. They demonstrate the depth of our past performance and validate our successful history of providing professional Document Imaging Services.

Town of Cutler Bay

Scope of Services:

- Collect plans and permits from the Town in numbered order.
- Scan documents in color or black and white, capturing coding fields (permit number, address, document descriptions).
- Perform OCR on images to ensure they contain searchable text.
- Provide a load file for uploading scans to the Town's existing Laserfiche account.
- Document Destruction if necessary.

Contact person: Mr. Santiago Gonzalez
Date of Service: 2019 – Present (5 years)
Accomplishments: Digitizing the Town's records for the Building and Administrative Service Departments.

Village of El Portal

Scope of Services:

- Collect plans and permits from the Town in numbered order.
- Scan documents in color or black and white, capturing coding fields (permit number, address, document descriptions).
- Perform OCR on images to ensure they contain searchable text.
- Provide a load file for uploading scans to the Town's existing Laserfiche account.
- Document Destruction if necessary.

Contact person: Mr. Franco Roman
Date of Service: 2021 – Present (3 years)
Accomplishments: Digitizing the Village's records for the Building Department. a

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North Bay Village

Scope of Services:

- Collect plans and permits from the Town in numbered order.
- Scan documents in color or black and white, capturing coding fields (permit number, address, document descriptions).
- Perform OCR on images to ensure they contain searchable text.
- Provide a load file for uploading scans to the Town's existing Laserfiche account.
- Document Destruction if necessary.

Contact person: Ms. Alba L. Chang
Date of Service: 2021 – Present (3 years)
Accomplishments: Digitizing the Village's records for the Building Department.

First Choice Digital, Inc. has performed these services as a sub-consultant using C.A.P. Government, Inc's, contracts for the following clients. CAP provides the Town with Building Department outsourcing Services.

- Town of Lauderdale By-The-Sea
- Village of El Portal
- North Bay Village

We have enclosed on the following pages the engagement letters we have with each client listed above.

First Choice Digital was approached by the Town of Cutler Bay to assist with the scanning process of its documents for multiple departments. The Town of Lauderdale-By-The-Sea may contact Mr. Santiago Gonzalez, Chief of Code Services to verify services being provided by FCD.

Scanning Specifications for Town Departments

Document Break – Each department will provide their preference of where to create the document break (Folder Level, Permit Level, Document Type Level...).

- File Format – Files will be exported in Multipage PDF Files.
- OCR – Documents will be OCR'd thereby creating searchable PDF Files.
- Folder Structure/File Name – Custom Folders, Sub-Folders, and File Names will be created as instructed by the Towns point of contact.
- Deliverable – FCD will provide the Town with a Secured download link to access the records which have been digitized and completed.
- Document Destruction – FCD will shred all documents which have been delivered and approved for shredding.

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AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AND C.A.P. GOVERNMENT, INC. FOR BUILDING PLANS REVIEW AND INSPECTION SERVICES

This **AMENDMENT NO. 1** is made between the **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA**, a Florida municipal corporation (the "Town") and **C.A.P. GOVERNMENT, INC.** (the "Contractor"), a Florida corporation.

WHEREAS, on August 22, 2017, the parties entered into an agreement for Building Plans Review and Inspection Services (the "Agreement"); and

WHEREAS, the Town is in need of document scanning services for 16 large banker boxers of building permit records (the "Additional Services"); and

WHEREAS, the Agreement provides for the provision of any other related services required by the Town; and

WHEREAS, Contractor has provided the Town with a proposal, attached as Exhibit "A" to provide the Additional Services (the "Proposal"); and

WHEREAS, the parties desire to amend the Agreement to provide for the Additional Services at the rates set forth in the Proposal.

NOW THEREFORE, for good and valuable consideration of the mutual covenants set forth herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree to amend the Agreement as follows:

1. That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this First Amendment.

2. That Scope of Services of the Agreement is hereby amended to include Additional Services, as outlined in the attached Exhibit "A," for total cost of $7,850. The proposal from the Consultant dated March 10, 2022 (Exhibit "A"), shall become a part of and shall be incorporated into the terms of the Agreement. The Additional Services shall be completed within 90 days of execution of this Amendment.

3. Except to the extent expressly set forth herein, this Amendment does not impact, modify or abridge any term, right or obligation under the Agreement. The terms used in this Amendment have the same meaning as those used in the Agreement unless expressly noted otherwise herein.

4. No term of this Amendment may be modified except in writing executed by all parties to this Amendment.

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5. If any term of this Amendment is found by a legal forum of competent jurisdiction to be void or unenforceable, said finding shall not affect the enforceability of the remaining terms of this Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement on the respective dates under each signature: the Town of Lauderdale-by-the-Sea, signing by and through its Town Manager, authorized to execute same, and by the duly authorized representative of the Contractor, to execute same.

FOR TOWN:

ATTEST:

_____
Town Clerk

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Linda Connors
Town Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the Town of
Lauderdale-By-The-Sea only:

_____
Town Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

FOR CONTRACTOR:

WITNESS:

By: _____

Print Name: Luis A. Pérez Codina

Title: Business Development and Procurement Lead

C.A.P. GOVERNMENT, INC.

By: _____

Print Name: Carlos A. Penin, PE

Title: President

Dated: 06/15/2022

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June 4, 2024

Ms. Christia E. Alou, Esq.
Village Manager
Village of El Portal
500 NE 87th Street
El Portal, FL 33138

Re: Customized Document Scanning Solutions for The Village of El Portal for Additional Departments

Dear Ms. Alou:

We appreciate the opportunity extended to C.A.P. Government, Inc. (CAP) by requesting the submittal of this proposal for the professional services referenced above. We propose to provide the Village of El Portal (Village) our services through our Professional Consultants Agreement to provide Customized Document Scanning Solutions for additional departments.

Scope of Services

- Our vendor will pick up the plans and permit files from the Village in numbered boxes.
- Scanning will be in Black and White
- Capture coding fields (permit number, address, document descriptions)
- Optical Character Recognition (OCR) images (images will contain searchable text)
- Provide a Laserfiche briefcase export to upload scans to the Village's *current Laserfiche account.*
- Shred all scanned documents once the data is verified, if needed.

File Name	Description	File Format*	DPI
Folder Name	File Folders	Multipage TIFF/PDF	300
Binder Name	3 Ring Binders	Multipage TIFF/PDF	300
Document Name	Staple Level Document	Multipage TIFF/PDF	300

Above format may be customized, as needed.

Project Size Estimate

Ninety (90) Bankers' Boxes at 1,600 pages per box for a total of approximately 144,000 pages.

This is an estimate and our vendor, First Choice Digital, has not yet accessed the contents of the boxes in the storage / vault rooms in order to verify.

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Cost Proposal Preliminary Drawings and Documents

Description	U/M	Unit Cost
11 x 17 or Smaller (Black / White)	Per page	$0.08
Larger than 11x17 (Black / White)	Per page	$0.75
11 x 17 or Smaller (Color)	Per page	$0.49
Larger than 11 x 17 (Color)	Per page	$0.90
OCR Optical Character Recognition	Per page	$0.03
Laserfiche Capture Coding Fields	Per Field/Per Doc	$0.05

Shredding of all digitized records upon request

Description	Per hour
Clerical	$30.00

CAP will invoice on a monthly basis and scanning services will not exceed Twenty Thousand ($20,000.00) Dollars.

It is our pleasure to submit this Proposal to the Village and we look forward to this engagement. If you find this proposal acceptable, please execute in the space provided and return it to me.

If you wish to discuss it further, please contact me at (305) 458-6000 or Ms. Monica de Castro at (305) 951-4078 your earliest convenience.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President

Accepted by:
Village of El Portal

Ms. Christia E. Alou, Esq.
Village Manager

Docusign Envelope ID: 92A40A19-DDAA-469A-A237-9A6F762CC91E

January 25, 2024

Mr. Ralph Rosado, PhD, AICP
Village Manager
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Customized Document Scanning for North Bay Village

Dear Mr. Rosado:

We appreciate the opportunity extended to C.A.P. Government, Inc. (CAP) by requesting the submittal of this proposal for the professional services referenced above. We propose to provide the North Bay Village (Village) our services through our professional consultants Agreement to provide Customized Document Scanning Solutions.

Scope of Services

- Our vendor will pick up the plans and permit files from the Village in numbered Boxes.
- We will scan in Color or in Black and White, as requested by the Village.
- Capture coding fields (Property Address, Property Name, Bldg. Doc Description, Doc Type)
- Optical Character Recognition (OCR) images (images will contain searchable text)
- Upload scans to the Village's current Laserfiche account.
- Shred all scanned documents once data is verified, if needed.

File Name	Description	File Format	DPI
Permit# Plans Permit# Shop Drawings	Plans Shop Drawings	Multipage TIFF/PDF	600
Permit# Cost Estimate	Cost Estimate Appraisal	Multipage TIFF/PDF	600
Permit# Elevation Certificate	Elevation Certificate	Multipage TIFF/PDF	600
Permit# Flood Certificate	Flood Proofing Certificate	Multipage TIFF/PDF	600
Permit# Calculations	Structural Calculations	Multipage TIFF/PDF	600
Permit# NOA	Notice of Acceptance	Multipage TIFF/PDF	600
Permit# Special Inspection	Special Inspection Form	Multipage TIFF/PDF	600

Above format may be customized, as needed.

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Cost Proposal Preliminary Drawings and Documents

Description	U/M		Unit Cost
11 x 17 or Smaller (Black / White)	Per page		$0.10
Larger than 11x17 (Black / White)	Per page		$0.90
11 x 17 or Smaller (Color)	Per page		$0.55
Larger than 11 x 17 (Color)	Per page		$1.00
OCR Optical Character Recognition	Per page		$0.03
Capture Coding Fields (Address and Permit Number)	Per Field/Per Doc		$0.10

**Shredding of all digitized records upon request*

Project Estimated Cost

Description	Qty	Unit Cost	Estimated Cost
11 x 17 or Smaller (Black / White)	90,000	$0.10	9000.00
Larger than 11x17 (Black / White)	10,000	$0.90	9000.00
OCR Optical Character Recognition	100,000	$0.03	3000.00
Capture Coding Fields (Four fields per document)	12,000	$0.10	1200.00

**The final project page count may be more/less than the estimate quoted above.*

Description	Per hour
Clerical	**$40.00**

CAP shall invoice monthly as the boxes are completed. It is our pleasure to submit this Proposal to the Village and we look forward to this engagement. If you find this proposal acceptable, please execute in the space provided and return it to me. If you wish to discuss it further, please contact me at (305) 458-6000 or Ms. Monica de Castro at (305) 951-4078 your earliest convenience.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President

Accepted by:
North Bay Village

Mr. Ralph Rosado, PhD, AICP
Village Manager

Docusign Envelope ID: 92A40A19-DDAA-469A-A237-9A6F762CC91E

First Choice Digital was contacted by the Town of Cutler Bay to assist with the document scanning process for various departments.

The Town of Lauderdale-By-The-Sea may contact the Town of Cutler Bay to verify the services being provided by FCD.

Mr. Santiago Gonzalez, Chief of Code Services
(786) 573.5534

The Services currently being provided to the Town of Cutler Bay:

Scanning Specifications for Town Departments:

- Document Break – Each department will provide their preference of where to create the document break (Folder Level, Permit Level, Document Type Level…).
- File Format – Files will be exported in Multipage PDF Files.
- OCR – Documents will be OCR'd thereby creating searchable PDF Files.
- Folder Structure/File Name – Custom Folders, Sub-Folders, and File Names will be created as instructed by the Towns point of contact.
- Deliverable – FCD will provide the Town with a Secured download link to access the records which have been digitized and completed.
- Document Destruction – FCD will shred all documents which have been delivered and approved for shredding.

Emergency Digital Copy Service:

While the boxes are in our possession, the Town of Cutler Bay may request digital copies of any file via email. First Choice Digital will deliver the requested digital copies within 24 business hours.

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First Choice Digital, Inc.

TAB 6:

APPROACH TO PROVIDING SERVICES

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

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TAB 6 – APPROACH TO PROVIDING SERVICES:

First Choice Digital, Inc. approach, activities, and deliverables for providing these services are outlined as follows:

We adhere to the requirements outlined in the Florida Administrative Code (Rule 1 B-26.003). Records with a minimum retention of over 10 years will be scanned using ISO-compliant formats, specifically TIFF 6.0, PDF, or PDF/A. Documents and images measuring 11" x 17" or smaller will be scanned at a resolution of 300 dpi, while those larger than 11" x 17" will be scanned at 400 dpi. Additionally, all scanned documents sized 11" x 17" and smaller will be made text-recognizable and searchable in PDF format. Master copies of scanned images will be stored in ISO open standard image formats, utilizing the ISO-9660 standard for uncompressed archive disk images, such as those used for CD or DVD storage.

In terms of indexing, files will be named according to the Town's property files folder organization within the Laserfiche cloud storage system. This will ensure consistency and facilitate easy retrieval. Key metadata will be included in the file names, such as the permit number, address, document type (e.g., application or permit), and date of creation. Accurate indexing during the scanning process will be crucial for enhancing searchability and retrieval efficiency. Additionally, we will maintain a backup of all scanned images and index data to prevent loss and ensure compliance with retention policies. This structured approach will help the Town manage documents effectively while adhering to regulatory requirements.

"Transitioning to a paperless office and automating workflows offers numerous advantages, such as improved efficiency, lower operational costs, and enhanced security. By digitizing documents and streamlining processes, the Town can access information swiftly, collaborate more effectively, and eliminate the clutter and delays associated with manual paperwork. Furthermore, automation minimizes the risk of human error, ensuring tasks are completed accurately and on schedule, while facilitating better compliance and audit trails. These enhancements not only increase productivity but also foster a more sustainable and agile work environment."

Preparation for Scanning/Imaging:

To ensure optimal scanning quality, all folded plans will be straightened, and any irregularly sized memoranda will be mounted on standard 8 1/2" x 11" paper. Embossed seals will be made legible with carbon paper. This preparation will facilitate the scanning process and enhance readability.

Scanning Procedures:

Documents containing information on both the front and back pages will be scanned on both sides. The back page will be organized to follow the front page in the digital file, ensuring that all informative back pages are included and counted as individual images, in line with the unit costs specified in Form C. Our scanning process will feature automatic duplex detection and will exclude blank pages from both the scanning process and the final count, ensuring that only relevant content is processed.

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Image Orientation and Quality Control:

All documents will be rotated for maximum readability, ensuring that text appears in the correct orientation without requiring any further adjustment. Each scanned image will be checked for proper alignment, with a maximum skew of +/- 3 degrees. We will maintain the fidelity of line widths and text thickness to match the original documents closely, while also adhering to the specified scanning accuracy of less than +/- 0.040" over 36 inches for drawings and a paper skew tolerance of less than +/- 0.1%.

Quality Assurance:

Our team will conduct sight verification of a random sample of the scanned output to ensure clarity and accurate reproduction. Any documents that do not meet the quality standards will be rescanned at no additional cost until the required quality is achieved. A final quality control step will involve comparing the final output against the Town's manifest to confirm that every document has been accurately imaged and indexed.

Storage and Accessibility:

First Choice Digital will implement and maintain a comprehensive catalog to track the status of documents throughout the project.

This catalog will include the following:

- Documents that have been taken off-site at the project's outset.
- Documents that have been successfully scanned.
- Documents that have been indexed.
- Documents approved for destruction.
- Documents that have been destroyed.
- Documents that remain to be scanned.
- This systematic approach will ensure efficient management of documents while maintaining high-quality standards throughout the imaging and scanning process.

All file destruction will meet statutory retention requirements; and before destroying any files. The Town's staff will review documents to ensure they have been properly uploaded and indexed according to the Town specifications. We will administer the indexing and destruction of files with the Town approval.

First Choice Digital has the capability to transport, store, and scan documents off-site. If the Town requests, we also perform scanning on-site once any existing space constraints are addressed. We will supply all necessary equipment and materials to scan documents and plans up to 24" x 36" in size. Throughout each phase of the project, we will maintain a catalog to track documents that have been taken off-site, those that have been scanned, and those yet to be scanned. This catalog will be updated daily. In addition, we will implement quality control measures to ensure that all files are scanned and indexed effectively.

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First Choice Digital meets all the Technical Requirements listed below:

✓	Authorized to do business in Florida and Broward County.
✓	Successfully managed a program of similar services for a minimum of five (5) years.
✓	Provide labor, equipment, and materials necessary to perform the requested services outlined in this RFP.
✓	Experienced with Laserfiche cloud storage system for clients within the State of Florida.
✓	Past contracts with other governmental jurisdictions for a similar projects.
✓	References for previous clients where similar projects have been implemented.
✓	History of meeting required time frames and deadlines.
✓	Provide a detailed timeline and anticipated approach to the project.

We have created a structured timeline and approach for this project, which includes phases, key activities, and deliverables. Since we are currently providing these services to the Town our existing knowledge and experience with the Town will streamline the process. If selected we will continue to build on our existing relationship and knowledge, to enhance efficiency and deliver quality results that meet the Town's needs effectively.

Phase 1: Project Initiation (Week 1)

Week 1

Kickoff Meeting: Engage stakeholders to reaffirm project scope and objectives, highlighting your ongoing relationship.

Requirements Confirmation: Validate the specific needs and expectations of the Town based on your prior work.

Project Plan Refinement: Adjust the existing project plan to incorporate new requirements and timelines based on prior knowledge.

Phase 2: Preparation and Setup (Week 2)

Week 2

Site Assessment: Quickly assess current document storage and access, leveraging insights from past interactions.

Technology Optimization: Ensure all scanning and indexing technology is up-to-date and calibrated for the project.

Process Optimization: Review and enhance existing imaging standards and indexing criteria to meet any new specifications.

Staff Training: Conduct a brief refresher training for team members, focusing on any updates. Prepare files for scanning by removing staples, coding sheets, and carbon contact for embossed seals.

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Phase 3: Document Imaging and Indexing (Week 3)

Weeks 3

Scanning: Utilize existing familiarity with the documents to efficiently begin scanning processes.
Daily Monitoring: Leverage historical data to anticipate challenges and streamline daily operations.
Indexing: Continue using established metadata conventions to ensure seamless integration with the Town's existing Laserfiche system.
Quality Control: Implement familiar quality control processes to verify accuracy.

Phase 4: Destruction and Archiving (Pre-Final Stage)

Pre-Final Stage

Document Review: Engage with the Town to ensure all scanned documents meet expectations.
Destruction Process Confirmation: Confirm the destruction protocol aligns with the Town's existing policies.
Destruction Execution: Proceed with secure destruction of documents as previously agreed.
Archiving: Organize digital files in the familiar repository structure already established.

Phase 5: Project Closure (Final Stage)

Final Stage

Final Review Meeting: Discuss outcomes, gather stakeholder feedback, and reaffirm satisfaction with the project.
Documentation of Processes: Update existing documentation with new insights and procedures.
Handover: Ensure all documentation and access are fully transferred to the Town.
Post-Implementation Support: Offer continued support and training as needed.
Anticipated Deliverables
Refined Project Plan Document: Adjusted to reflect current understanding and requirements.
Updated Scanning and Indexing Standards: Incorporating any new insights or changes.
Training Materials: Refreshers based on current processes and technologies.
Quality Control Reports: Leveraging existing templates to report on the project.
Final Project Report: A concise overview including successes and areas for improvement.
Considerations
Feedback Integration: Regularly integrate feedback from the Town to ensure alignment and satisfaction.

If FCD is awarded this contract, we will maintain in full force and effect the Insurance coverage reflecting the minimum amounts and conditions required by the Town and any required licenses.

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First Choice Digital, Inc.

TAB 7:

COMPENSATION

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

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Item Description	Town Department Annual Estimate	Proposer Unit Price	Total Price
Unit Cost per B/W Scanned Image/Document - Letter and Legal Size Documents 11"x17" and smaller	38,000 images/pages	.06	2,280.00
Unit Cost per Scanned Image/Document - Letter and Legal Size Documents lager than 11"x17"	5000 images/pages	.65	3,250.00
Unit Cost per Color Scanned Image/Document - Letter and Legal Size Documents lager than 11"x17"	1000 images/pages	.35	350.00
Certified Destruction of Scanned Documents - Unit price per cubic feet	70 cubic feet	9.00	630.00
		Totals	6,510.00

Please ensure your Unit Price/Cost includes the cost of:

1. Onsite meetings with Town staff when requested to inspect work;
2. A verbal report of any defects, damage or issues that may be noticed during imaging; and

Payments will be made on each deliverable upon receipt and acceptance by the Town.

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By: _____
Date: 09/30/2024

Name: Ruben Ramos

Title: President

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First Choice Digital, Inc.

TAB 8:

ADDITIONAL INFORMATION

TOWN OF LAUDERDALE BY-THE-SEA

RFP No. 2024-09-02

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Addendum to:

REQUEST FOR PROPSAL No. 2024-09-02 Document Imaging Services

Question:

What specific documents were required to be scanned in Color?

Answer:

All documents can be scanned in black and white with the exception of:

1. File Folders:

Permit and Development documents that are contained within Color folders (mostly yellow and red) require the folder to be scanned in color. The File Folder contains color coded information pertinent to the file.

2. Specific Documents:

Aside from folders noted above, the specific documents required to be scanned in color are:

a. Sign and Architectural Review Photos/Drawings
b. Development Orders and Attached Plans

Question:

How should raised seals on plans and documents be managed for imaging?

Answer:

Raised seals should be clearly visible within the final scan/image.

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LAUDERDALE BY • THE • SEA

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. First Choice Digital, Inc ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

Under penalties of perjury, I declare that I have read the foregoing, and the facts stated in it are true:

(signature)
Print Name: Ruben Ramos

OATH OR AFFIRMATION

State of Florida
County of Miami

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20 day of February, 20 25, by Ruben Ramos (name of person) as DL R520 720 73 333 0 (type of authority) for _____ (name of party on behalf of whom instrument is executed).

DUNIA BRIZUELA
MY COMMISSION # HH 585768
EXPIRES: August 28, 2028

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

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LAUDERDALE BY • THE • SEA

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of First Choice Digital, Inc, a nongovernmental entity.

3. First Choice Digital, Inc does not use coercion for labor or services as defined in the relevant section of the law.

Under penalties of perjury, I declare that I have read the foregoing, and the facts stated in it are true:

(signature)
Print Name: Ruben Ramos

OATH OR AFFIRMATION

State of Florida
County of MIAMI

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20 day of February, 2025, by Ruben Ramos (name of person) as DL R520 720 73 334-0 (type of authority) for _____ (name of party on behalf of whom instrument is executed).

DUNIA BRIZUELA
MY COMMISSION # HH 585768
EXPIRES: August 28, 2028

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (888) 202-3007 **FAX (A/C, No):** **E-MAIL ADDRESS:** contact@hiscox.com
INSURED First Choice Digital, Inc. 245 Southeast 1st Street SUITE 300 Miami, FL 33131	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hiscox Insurance Company Inc — 10200 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ☐						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER		
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber and Data Risk			P103.823.896.1	08/28/2024	08/28/2025	Each Claim: $ 1,000,000 Aggregate: $ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			P103.824.029.1	08/28/2024	08/28/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ S/T Gen. Agg.
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			P103.824.028.1	08/28/2024	08/28/2025	Each Claim: $ 1,000,000 Aggregate: $ 1,000,000	

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