NORTH BAY VILLAGE
EST. 1945

NORTH BAY VILLAGE
OFFICIAL AGENDA
SUSTAINABILITY AND RESILIENCY TASK FORCE
VIRTUAL MEETING
ZOOM MEETING ID: 848 8743 1382
TUESDAY, SEPTEMBER 23, 2025 at 6:30 PM

1. Opening Items

1.A. Call to Order

1.B. Roll Call

2. Approval of Meeting Minutes

2.A. Meeting Minutes: July 22, 2025

07.22.2025 - SRTF Minutes Draft

3. Old Business

3.A. Update on the Stormwater Master Plan by Roger Hogg

3.B. Update on NBV Recycling Initiative

MDC Interlocal Agreement for Recycling

4. New Business

4.A. Discussion on the Related Group's Proposed Marina on East Drive

4.B. Discussion on Reef Tiles Installation at Vogel Park Dock

4.C. Discussion on Outdoor Lighting Policy During Sea Turtle Nesting Season

4.D. Discussion on Blue Scholars Initiative World Ocean Celebration Event

5. Staff / Commission Liaison Updates

6. Public Comments

7. Agenda Items for Next Meeting: October 28, 2025

8. Adjournment

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

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

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

NORTH BAY VILLAGE SUSTAINABILITY AND RESILIENCY TASK FORCE

VIRTUAL MEETING MINUTES

TUESDAY, JULY 22, 2025, | 6:30 P.M.
MEETING ID: 848 8743 1382

1. Call to Order / Roll Call:

a. Chair Alisha Graham called the virtual meeting to order at 6:30 p.m.

b. Roll Call

i. **Board Members Present:**

1. Chair Alisha Graham
2. Board Member Neil Krasner
3. Board Member Oliver Pfeffer
4. Board Member Brenda Krebs

ii. Village Staff Present:

4. Assistant Village Clerk Isabel Betancourt
5. Legislative Aide Gabriella Russitano
6. Village Manager Frank Rollanson

2. Approval of Last Meeting Minutes: **June 25, 2025**

a. No changes or recommendations – Minutes approved.

b. Board member N. Krasner made the motion to approve. Board member B. Krebs seconded it and the motion passed by unanimous vote.

3. Old Business.

a. *Update on Stormwater Master Plan*

i. N. Krasner asked where equipment for municipal equipment is stored, and Village Manager Rollanson replied that right now garbage truck are at Grove by the Bay, and that City is trying to buy a warehouse, but currently nothing is finalized. The owner of Grove by the Bay currently isn't charging rent to the City for using the parking lot. The problem according to Rollanson is trying to find a place close to NBV. Warehouses in Little River are getting very expensive, and it's getting difficult to find affordable warehouse property.

4. New Business

a. No new business.

b. Staff / Commission Liaison Updates

i. Village Manager Rollanson provided update on new staff at the request of Chair A. Graham: Gabby left to go to law school. Leo left to work with Ralph Rosado in his new role in the city commission in Miami. The NBV commission is looking for a legislative aide. Regarding other staff, NBV

still has Steve in public works and Roger in capital improvements. There is a new chief resiliency officer named Christine who has been hired and is beginning soon. She has a background in resiliency and is an engineer. Her primary role is to oversee the stormwater projects and reports to Roger. On the project side, the North Bay Island stormwater project is about to be awarded after it goes to the commission in September. One issue is that there is above-ground equipment required as part of the NBI project, and the Village Manager is planning to meet with the property owner who owns the vacant lot at the NE corner of Bay Terrace and Coquina Drive to see if there is any easement that can be negotiated for locating this above-ground equipment. The new wastewater pump station on Galleon Street is ready to go, subject to final approval by DERM, then they can commence with the demolition of the old building. The new Argentinian Football League community center is scheduled to be completed by May 2026. The new NBV city hall is scheduled to break ground in March or April 2026.

ii. Neil mentioned the pad for the kayak launch at Paul Vogel park is almost completed.

6. Public Comments: None

7. Next Meeting scheduled for September 23, 2025

8. Adjournment:

a. Motion to Adjourn: Board B. Krebs motioned to adjourn,
   i. **Second**: Board Member O. Pfeffer seconded.
   ii. **Vote:** All in favor – Voice Vote
   iii. **Motion:** Passed

b. Adjourned: 6:49 pm

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

FIRST AMENDED INTERLOCAL AGREEMENT FOR INCLUSION IN THE MIAMI-DADE COUNTY CURBSIDE RECYCLING PROGRAM

MUNICIPALITY: NORTH BAY VILLAGE

This First Amended Interlocal Agreement ("Agreement") is made and entered into this 8 day of September, 2025, by and between Miami-Dade County ("County") and North Bay Village ("Municipality") in order that the Municipality may be included as a portion of the COUNTY SERVICE AREA to be provided with curbside collection of recyclable materials (x) every other week service or ( )weekly service (the "Service Frequency"), under the terms and conditions agreed to between the County and any Contractors that the County enters into contracts with for the provision of Recycling Collection Services, Recycling Processing Services, Recycling Cart Manufacturing, and Delivery Services, or other Recycling Services as necessary. Such curbside collection service shall be provided on Wednesday of the week, given the Service Frequency selected above.

Section I: Definitions
In all instances, terms used in this Agreement shall have the definitions contained in any contracts that the County enters into for the provision of Recycling Collection Services, Recycling Processing Services, Recycling Cart Manufacturing, and Delivery Services, or other Recycling Services as necessary (the "Contracts").

Section II: County Services Area - Municipality's Portion
The Municipality's portion of the entire County Services Area is designated on the attached Map (Exhibit "A"), incorporated herein by reference.

Section III: Agreement Governs; Entire Agreement
This Agreement supersedes any previous agreements that the County and the Municipality may have previously had for recycling services.

Section IV: Recycling Service
Residents of single-family housing within the Municipality will be provided with curbside collection service of recyclable materials in the manner provided for in the Contracts. All residents included in the program will be responsible for preparing and placing materials in the manner specified pursuant to the Contracts including complying with Section 15-2 of the Code of Miami-Dade County, Fla. (the "Code"). In addition, all participating residents of the Municipality will be eligible to call the County's 3-1-1 Answer Center to receive assistance and information regarding recycling services provided to them.

Collection of materials will take place on a schedule consistent with the hours and days provided for the unincorporated area. Days or hours differing from the unincorporated area collection service but coinciding with regular garbage or trash service within the Municipality (e.g., Wednesday and Saturdays) may be provided subject to negotiation and agreement with the Contractor and approval by the County.

Section V: Authorization/Responsibilities
The Municipality hereby authorizes the County to act on its behalf in the administration of the contract for this recycling service in the areas of municipal jurisdiction. However, the Municipality will be responsible for monitoring all aspects (i.e., collection days, hours,

equipment, and personnel) of any Contractor's performance within its jurisdiction and reporting any problems or violations to the County in order to initiate corrective action in accord with the Contracts.

The Municipality agrees to abide by all those terms and conditions that the County agrees to meet as contained in the Contracts except as modified herein. The County will use the existing list of residential households unless otherwise agreed to by the Municipality and the County.

The Municipality agrees to provide the County with an update of additions and deletions to this list each month in a format specified by the County. The Municipality shall deliver this update to the County on the first day of the month. Any discrepancies between the Municipality's monthly house count and the Contractor's monthly billing allocated to the Municipality shall be reconciled through a field inspection to be performed by the County within sixty (60) days, with any corrections to be reflected in the subsequent month's billing to the Municipality.

Section VI: Payments

1. **Monthly Payments**
   In compensation for the provision of this recycling collection service on a regular basis, the Municipality will make monthly payments to the County in an amount equal to the Monthly Fee or such other fee, as negotiated subject to approval by the County and the Municipality, times the average number of Residential Properties serviced during that month within the Municipality's portion of the entire County Service Area. This payment will not be dependent upon the number of households participating in the program but will be a flat rate for each household. The County will charge the Municipality consisting of the costs to the residents within the area of the Municipality.

2. **First Six Months' Fee**
   During the first six (6) months (between April 1, 2025, through September 30, 2025) of this First Amended Interlocal Agreement, the cost for collection and processing will be $5.85 per household per month, starting April 1, 2025. The fee is based on the new rates, costs, and fees established in the new recycling contracts that were approved by the Board of County Commissioners on July 16, 2024, (New Recycling Contracts). This fee is consistent with the cost that residents in the unincorporated area are paying for the same period. The fee also includes County administrative fees.

3. **Subsequent Fiscal Year Fee**
   During the ensuing fiscal year (between October 1, 2025, and September 30, 2026), and all fiscal years thereafter through the final year of the Agreement, the monthly fee paid by the Municipality to the County for the services to be provided will be invoiced on a per household rate for collection and processing. The portion of the fee related to the curbside recycling collection rate will be adjusted by the County's Living Wage (Section 2-8.9 of the Code), effective October 1st of each year, as established in

the New Recycling Contracts. Living Wage adjustments shall be based on the percentage change for the Living Wage for that year. The portion of the fee related to recycling processing will be adjusted on changes in the Consumer Price Index ("CPI"), for All Urban Consumers, all items in South urban, not to exceed five percent (5%) and subject to a True-Up as referenced in subsection 4 below. The Amount paid per household shall be extended to all households served based on the household counts provided by the County in accordance with provisions of this Agreement.

4. **True-Up Costs**
   The new recycling contracts have a cumulative term of ten (10) years. This Agreement includes a transitional year, comprised of the last six (6) months of the bridge extension letter agreement executed by the Municipality and the County for the provision of curbside recycling program services and the first six (6) months of this Agreement.

   In the event that the actual contractor costs exceed the five percent (5%) CPI cap in a given fiscal year, the amount of the increase above the five percent (5%) cap shall be "trued-up" each September throughout the term of the Agreement, beginning September 2026. In April of each year of the term, the County shall provide the Municipality with a calculation of true-up costs calculated for the preceding six (6) months (October 1st through March 31st), in order to assist the Municipality in the budgeting for the annual true-up costs to be invoiced and paid annually in September throughout the term of the Agreement. Such County calculation is only a snapshot estimate, and provided as a courtesy to the Municipality. The true-up costs shall allow the County to recoup its costs, including adjustments to the Living Wage and CPI adjustments above the five percent (5%) cap. In addition, the Municipality will receive a proportional credit based on the Average Median Value related to the sale of processed recyclable materials. The processing fee may also be adjusted, based on the results of an annual recycling contamination study. These true-up costs will be reconciled and invoiced annually in September, beginning September 2026.

5. **Payment and Invoice Terms**
   The Municipality shall be responsible for delivering payment for recycling collection services to the County within thirty (30) days of the date of an invoice from the County. The County shall be responsible for making the total Monthly Payment for the entire Service Area, including the Municipality's portion, to the Contractor in accord with the Contract.

Section VII: Carts

The County shall be responsible for purchasing a sufficient number of carts to provide a cart to each Residential Property in the program. All carts delivered within the incorporated area shall be the property of the Miami-Dade County Recycling Program and will be printed with the County's information, and not the Municipality's. These carts are for the permanent use of the household to which they are delivered for the specific purpose of participation in the

curbside recycling program. The carts are intended to remain with each property through the life of any contracts and/or any subsequent extensions. In the event that a unit's residents vacate the property, the carts shall remain at that location for use by the subsequent residents. The Municipality shall not mark or label the carts in any fashion.

New carts shall be placed at newly constructed and legally occupied Residential Properties added into the program by the County at no cost to the resident or the Municipality.

Lost or stolen carts will be reported to the County and will be replaced by the County within a timeframe consistent with the timeframes provided to residents of the unincorporated area.

In the event that the Municipality withdraws from this Interlocal Agreement prior to the final debt payment for recycling carts, the Municipality will pay the remaining amortized cost of those carts remaining in the Municipality within one year of withdrawal.

Section VIII: Reporting

The County shall send the Municipality correspondence in a manner and on a schedule mutually agreed upon by the Municipality and the County. The Municipality shall also be sent a copy of any Annual Reports required by the contracts.

The staff of the Municipality will also be notified of all and may attend any regular meetings held with the Contractor to review performance.

Section IX: Enforcement

1. **Protection of Recyclable Materials**
   The Municipality agrees to take all reasonable steps necessary to protect the County's ownership of all recyclable materials placed at curbside for collection under the terms of the Contracts. This includes, but is not limited to, the preparation and submission of an anti-scavenging ordinance to ensure that recyclable materials are not removed or diverted prior to collection. The Municipality's staff shall propose and implement anti-scavenging laws in accordance with agreements made between the Municipality and the County.

2. **Municipal Responsibility for Enforcement**
   Unless otherwise provided by County ordinance, the Municipality shall be responsible for enforcing the recycling program within its incorporated limits. This responsibility includes adherence to the applicable provisions of Section 15-2 of the Code regarding contamination abatement and recycling program compliance.

3. **Enforcement of Contamination Abatement Ordinance**
   The Municipality shall enforce the County's Contamination Abatement Ordinance (Section 15-2 of the Code) by monitoring and addressing contamination levels in the Curbside Recycling Program. Specifically:

a) Recycling carts found to contain unacceptable materials shall be tagged by the Municipality's designated personnel.

b) After the fourth and any subsequent tagging events, the Municipality shall notify the County to assess a fee to the property owner or resident in accordance with the established fee structure set forth in the Code.

c) The County shall be authorized to enforce such fees and ensure compliance, including issuing notices and conducting follow-up actions to reduce contamination rates.

d) Should the Municipality not have the capacity or capability to enforce the contamination abatement requirements of Section 15-2 of the Code, the Municipality shall delegate enforcement to the County in writing, and agree and allow for the collection of fees from property owners in accordance with the Code.

e) The Municipality agrees that the County or subcontractor of the County may collect contaminated recycling materials from within its Municipality.

4. **Training and Education**
   The County agrees to provide initial training to Municipal enforcement officers on recycling contamination abatement within thirty (30) days of the execution of this Agreement. This training will focus on proper tagging procedures, identifying unacceptable materials, and understanding the enforcement of the associated fees. Future training may be provided upon request by the Municipality or when necessary to address changes in the recycling program or regulations.

5. **Ongoing Compliance and Collaboration**
   The Municipality and the County agree to collaborate in the ongoing monitoring and enforcement of recycling program standards. The Municipality shall notify the County of any significant issues related to contamination levels, and both parties shall work together to resolve challenges and improve program compliance.

Section X: Program Revisions

Minor program adjustments affecting the entire Service Area may be made from time to time as agreed to by the County and the Contractors. Such minor adjustments could include, but would not be limited to, such items as variations in the required preparation of materials by the resident or hours of collection. In the event that such changes require notice to the residents, the County and the Contractors shall jointly take full responsibility for providing adequate notice to all of the residents.

Any major program changes having a material impact on the financial relationship among the parties or resulting in substantial variation in the amount and type of Recyclables collected shall be subject to review by the Municipality. However, the County reserves the right to change or modify the Contract, and the Municipality agrees to be bound thereby

without separate written amendment to this Agreement as long as the unincorporated and incorporated areas are affected equally by such modification(s).

Section XI: Liquidated Damages
In the event that the Contractor fails to perform in accord with the Contract, liquidated damages will be imposed by the County as provided for in the Contracts.

Section XII: Service Initiation Schedule
The County will provide the delivery of carts and provide for the collection of Recyclable Materials to the Municipality within 60 days of execution of this Agreement. Service will commence within two weeks of receipt of each household's receipt of a cart.

Section XIII: Other Recycling Program Options
The Municipality and the County may negotiate any other recycling options at a cost and scope agreeable to both parties.

Section XIV: Default/Termination
Failure of the Municipality to make payment to the County in accord with the provisions of Section VI of this Agreement shall constitute default. In the event that such default occurs, the County shall provide written notice to the Municipality concerning the nature of this default. The Municipality shall have thirty (30) days from the date of the notice in which to resolve the default. The County shall have the option to terminate this Agreement and/or withhold local revenue that the County distributes to the Municipality in an amount sufficient to pay for all recycling services provided to date for which the Municipality has failed to make payment.

Either party may terminate this Agreement without cause by communicating the desire to do so in writing 30 days prior to the termination date.

Section XV: Grant Funds
The Municipality may choose to utilize any grant funding available to pay all or part of the monthly payments due to the County.

Section XVI: Amendment to Agreement
Except as otherwise provided for herein, this Agreement may be modified, altered, or amended only by a written amendment duly executed by the parties hereto. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

Section XVII: Headings
Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section XVIII: Approvals
Whenever approval of a Party is required by this Agreement, such approval shall not be unreasonably withheld.

Section XIX: Performance by Parties
Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.

Section XX: Rights of Others
Nothing in the Agreement express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

Section XXI: Counterparts
This Agreement may be executed in one or more counterpart(s), each of which shall be deemed an original.

Section XXII: Waiver
There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement.

Section XXIII: Time is of Essence
It is mutually agreed that time is of the essence in performing all terms and conditions to be kept and performed pursuant to this Agreement.

Section XXIV: Representations of the County
The County represents that

(1) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the County, and

(2) it has the required power and authority to perform this Agreement.

Section XXV: Representations of the Municipality
The Municipality represents that

(1) this Agreement has been duly authorized, executed and delivered by the Board of Commissioners as the governing body of the Municipality, and

(2) it has the required power and authority to perform this Agreement.

Section XXVI: Approvals and Notices
Notices and approvals required by or pursuant to this Agreement shall be written and served both electronically, and by either (i) registered or certified mail with return receipt requested, (ii) personally by courier service, or (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight, addressed to the parties as follows:

COUNTY

Miami-Dade County Department of Solid Waste Management
c/o Aneisha Daniel, PhD, Director
2525 NW 62nd Street, 5th Floor
Miami, FL 33147
Email: aneisha.daniel@miamidade.gov

AND

County Attorney's Office
c/o David Stephen Hope, Asst. County Attorney
111 NW 1st Street, 28th Floor, Miami, FL 33128
Email: David.Hope@miamidade.gov

MUNICIPALITY:
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)

Section XXVII: Term
The initial term of this Agreement shall begin on the date of execution of this Agreement and end within thirty (30) days of either party requesting termination. Upon any and all renewal(s) of the Contracts in accordance with Article 1 thereof, this Agreement shall automatically be extended without separate written amendment for the term(s) of any and all such renewal period(s). The County may extend this Agreement after the processing agreement ends for up to an additional two (2) one hundred-eighty (180) calendar day periods.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or Mayor's designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and North Bay Village, Florida, has caused this Agreement to be executed in its name by the Village Manager, attested by the Village Clerk and has caused the seal of the Village to be hereto attached, all on the day and year first written above.

MIAMI-DADE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:

JUAN FERNANDEZ-BARQUIN
CLERK OF THE BOARD

By: Olga Valverde 09/08/2025
Deputy Clerk
Olga Valverde – e18183

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Roy Coley for
Daniella Levine Cava
Mayor, Miami-Dade County

Approved by County Attorney
as to form and legal sufficiency.

By: _____
Assistant County Attorney

ATTEST:

By: _____
Alba L. Chang, CMC
Village Clerk

NORTH BAY VILLAGE, FLORIDA

By: _____
Frank Rollason
Village Manager

Approved by Village Attorney
As to form and legal sufficiency

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