VILLAGE OF KEY BISCAYNE

Village Council
Michael W. Davey, Mayor
Edward London, Vice Mayor
Luis Lauredo, Councilmember
Allison McCormick, Councilmember
Brett Moss, Councilmember
Franklin H Caplan, Councilmember
Ignacio J. Segurola, Councilmember

REGULAR COUNCIL MEETING
TUESDAY, AUGUST 24, 2021
5:55 PM

1. **CALL TO ORDER/ROLL CALL OF MEMBERS**

2. **INVOCATION**
RABBI AVREMEL CAROLINE
CHABAD OF KEY BISCAYNE

3. **PLEDGE OF ALLEGIANCE**

4. **BRIEF COMMENTS BY COUNCIL**

5. **AGENDA:**
APPROVAL/DEFERRALS/ADDITIONS/DELETIONS/SUBSTITUTIONS/WITHDRAWL

6. **PUBLIC COMMENT:**
There is a (3) minute time limit for each speaker during public comments. Your cooperation is appreciated in observing the (3) minute rules. If you have a matter you would like to discuss during public comments, please call (305) 365-7569, and enter the Zoom Meeting ID: 231 627 8415, followed by #. There is no participant ID. Press # again. Please press *9 to "raise your hand" which places you in a queue to speak. You will be called upon by the last three digits of your telephone number when it is your turn to speak. When called upon, please press *6 to unmute yourself. PLEASE STATE YOUR NAME, ADDRESS, IF YOU ARE A HIRED

CONSULTANT OR VILLAGE EMPLOYEE AND/OR IF ENGAGED IN LOBBYING ACTIVITIES AND/OR REPRESENTING AN ORGANIZATION FOR THE RECORD.

7. **SPECIAL PRESENTATIONS:**
1.) NONE

8. **CONSENT AGENDA:**
(Consent agenda items are those which are routine, do not require discussion or explanation prior to Village Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request on an individual Council member for independent consideration provided such request is made during the approval/deferrals/additions/deletions substitutions/withdrawals segment of the meeting, prior to the vote on the consent agenda.)

8.A. JUNE 15, 2021 MINUTES
(REGULAR COUNCIL MEETING)

cm_21-08-24-tab1.pdf

8.B. A RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A ONE YEAR EXTENSION TO THE ENGAGEMENT AGREEMENT WITH MARCUM, LLP FOR ANNUAL AUDITING SERVICES IN AN AMOUNT NOT TO EXCEED $63,000 AND ADDITIONAL AUDIT SERVICES ON AN AS NEEDED BASIS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.
(CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

cm_21-08-24-tab2.pdf

8.C. A RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, NAMING THE PUBLIC PARK PROPERTY LOCATED AT 530 CRANDON BOULEVARD TO “PARADISE PARK”; PROVIDING FOR AN EFFECTIVE DATE.
(PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

cm_21-08-24-tab3.pdf

9. **ORDINANCES: (NOT LATER THAN 7:30 P.M.)**

A. FIRST READING

FIRST READING:

1.) AN ORDINANCE
OF THE VILLAGE OF KEY BISCAYNE, FLORIDA,

COMPREHENSIVELY UPDATING AND REVISING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
(VILLAGE MANAGER)
(SECOND READING WILL BE ON OCTOBER 12, 2021)

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B. SECOND READING

1.) NONE

10. **RESOLUTIONS:**

10.A. A RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A VARIANCE TO ALLOW MAXIMUM WALL HEIGHT OF A THIRD STORY TO ENCROACH INTO MINIMUM SETBACK LINES ON THE PROPERTY LOCATED AT 630 SUNSET CIRCLE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE.
(VILLAGE MANAGER)

(Village staff offers the opportunity for the Council to defer the above resolution to September 8th, 2021.)

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10.B. A CAPITAL AUTHORIZING RESOLUTION OF THE
VILLAGE COUNCIL OF THE VILLAGE OF KEY
BISCAYNE, FLORIDA, SELECTING JLMB CONSTRUCTION CORP. FOR THE LAKE PARK GAZEBO IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $77,000; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.
(BUILDING, ZONING, PLANNING AND PUBLIC WORKS DIRECTOR JAKE OZYMAN)

cm_21-08-24-tab6.pdf

10.C. A RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A CHANGE ORDER FOR KCI TECHNOLOGIES, INC. FOR CONSTRUCTION, ENGINEERING, AND INSPECTION (CEI) SERVICES FOR THE SAFE ROUTES TO SCHOOL (SRTS) PROJECT IN AN AMOUNT NOT TO EXCEED $49,752.26; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.
(BUILDING, ZONING, PLANNING AND PUBLIC WORKS DIRECTOR JAKE OZYMAN)

cm_21-08-24-tab7.pdf

11. **PUBLIC COMMENTS:**

: There is a (3) minute time limit for each speaker during public comments. Your cooperation is appreciated in observing the (3) minute rules. If you have a matter you would like to discuss during public comments, please call (305) 365-7569, and enter the Zoom Meeting ID: 231 627 8415, followed by #. There is no participant ID. Press # again. Please press *9 to "raise your hand" which places you in a queue to speak. You will be called upon by the last three digits of your telephone number when it is your turn to speak. When called upon, please press *6 to unmute yourself. PLEASE STATE YOUR NAME, ADDRESS, IF YOU ARE A HIRED CONSULTANT OR VILLAGE EMPLOYEE AND/OR IF ENGAGED IN LOBBYING ACTIVITIES AND/OR REPRESENTING AN ORGANIZATION FOR THE RECORD.

12. **REPORTS AND RECOMENDATIONS:**

VILLAGE MANAGER (NOT LATER THAN 8:00 P.M.)

1.) MANAGER'S ONGOING PROJECT UPDATE
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a. PRESENT COVID19 UPDATES: POLICY MODIFICATIONS, VACCINATION AND POSITIVITY RATES (FIRE RESCUE CHIEF ERIC LANG AND VILLAGE MANAGER)

b. PRESENT PROJECT UPDATES ON PARK AT 530 CRANDON BOULEVARD (PARADISE PARK)
(PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

c. PRESENT GIFT CARDS TO PARK NAMING CONTESTANTS
(COMMUNICATIONS OFFICER JESSICA DROUET)

d. REPORT WEBSITE UPDATE: PHOTO GALLERY
(COMMUNICATIONS OFFICER JESSICA DROUET)

e. PRESENT KITE SURFING PROGRAM UPDATE
(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

f. PRESENT SKATEBOARD PARK PROJECT RECOMMENDATION AND COST ESTIMATES
(PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

g. PRESENT MAST ACADEMY SOLAR PANELS STATUS AND RECOMMENDATION
(PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

h. REPORT BUILDING RECERTIFICATION UPDATE
(CHIEF BUILDING OFFICIAL RENE VELAZCO)

i. PRESENT NATIONAL FLOOD INSURANCE PROGRAM –COMMUNITY RATING SYSTEM AND RISK RATING 2 STATUS
(CHIEF BUILDING OFFICIAL RENE VELAZCO)

j. REPORT FERNWOOD PARKING PROJECT UPDATE
(BUILDING, ZONING, PLANNING AND PUBLIC WORKS DIRECTOR JAKE OZYMAN)

k. REPORT SEPTIC TO SEWER PROJECT UPDATE
(BUILDING, ZONING, PLANNING AND PUBLIC WORKS DIRECTOR JAKE OZYMAN)

l. PRESENT PROGRESS ON SAFE ROUTE TO SCHOOLS PROGRAM
(BUILDING, ZONING, PLANNING AND PUBLIC WORKS DIRECTOR JAKE OZYMAN)

m. REPORT BEACH ACCESS POINT EASEMENTS UPDATE
(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

n. REPORT FREEBEE PROGRAM UPDATE
(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

o. PRESENT BLADE MICRO MOBILITY PILOT CONCEPT
(EBIKES)
(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

p. PRESENT SARGASSUM REMOVAL PLAN UPDATE WITH COMPOSTING OPTIONS AND COST PROJECTIONS FOR REMAINDER OF FY21 AND FOR FY22
(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

q. REPORT UPDATE ON VILLAGE'S PARTICIPATION IN THE USACE COASTAL STORM RISK MANAGEMENT BEACH PROTECTION FEASIBILITY STUDY
(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

r. PRESENT RICKENBACKER CAUSEWAY UPDATE
(VILLAGE MANAGER)

s. PRESENT RECOMMENDED FY22 LEGISLATIVE AND PARTNER AGENDA
(VILLAGE MANAGER)

t. PRESENT COMMUNITY GROUP TRANSITION PLAN
(VILLAGE MANAGER)

u. PRESENT COST AND TIME ESTIMATE AND DISCUSS OPEN PUBLIC ACCESS SYSTEM
(CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

MAYOR AND COUNCIL MEMBERS

1.) MAYOR'S APPOINTMENTS TO BOARDS AND COMMITTEES
(MAYOR DAVEY)

2.) MISCELLANEOUS ITEMS: CRANDON BLVD, POLICE POLICY, COMMUNITY CENTER REOPENING
(COUNCILMEMBER SEGUROLA)

3.) KEY BISCAYNE GOLF CART ORDINANCE
(COUNCILMEMBER SEGUROLA)

4.) KEY BISCAYNE POLICY TOWARDS MINORS
(COUNCILMEMBER SEGUROLA)

VILLAGE ATTORNEY

1.) NONE

VILLAGE CLERK

1.) NONE

13. **OTHER BUSINESS/GENERAL DISCUSSION**

A. NONE

14. **SCHEDULE OF FUTURE MEETINGS/EVENTS:**

A. 1st BUDGET HEARING
WEDNESDAY, SEPTEMBER 8, 2021, 6:00 P.M., COUNCIL CHAMBER

B. 2nd BUDGET HEARING
TUESDAY, SEPTEMBER 21, 2021, 6:00 P.M., COUNCIL CHAMBER

C. REGULAR COUNCIL MEETING
TUESDAY, OCTOBER 12, 2021, 6:00 P.M., COUNCIL CHAMBER

D. REGULAR COUNCIL MEETING
TUESDAY, OCTOBER 26, 2021, 6:00 P.M., COUNCIL CHAMBER

E. REGULAR COUNCIL MEETING
TUESDAY, NOVEMBER 16, 2021, 6:00 P.M., COUNCIL CHAMBER

F. REGULAR COUNCIL MEETING
TUESDAY, DECEMBER 7, 2021, 6:00 P.M., COUNCIL CHAMBER

15. **ADJOURNMENT**

I. ANY PERSON WISHING TO ADDRESS THE VILLAGE COUNCIL ON AN ITEM ON THIS AGENDA IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. PRIOR TO MAKING A STATEMENT, PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

II. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS PROCEEDING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK, 88 WEST MCINTYRE STREET, KEY BISCAYNE, FLORIDA

33149, TELEPHONE NUMBER (305) 365-5506, NOT LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH PROCEEDINGS.

III. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON 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 INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED (F.S.286.0105).

IV. IN ACCORDANCE WITH VILLAGE CODE SECTION 2-161, ADOPTING SECTION 2-11.1(s) OF THE MIAMI-DADE COUNTY CODE, ANY PERSON ENGAGING IN LOBBYING ACTIVITIES, AS DEFINED THEREIN, MUST REGISTER AT THE VILLAGE CLERK'S OFFICE BEFORE ADDRESSING THE COUNCIL ON THE ABOVE MATTERS OR ENGAGING IN LOBBYING ACTIVITIES.

THE ABOVE MEETINGS ARE HELD IN THE COUNCIL CHAMBERS, 560 CRADON BOULEVARD AND ARE SUBJECT TO CHANGE. ZONING MEETINGS AND SPECIAL COUNCIL MEETINGS WILL BE SCHEDULED ON AN AS NEEDED BASIS. PLEASE VISIT www.keybiscayne.fl.gov TO VIEW THE MEETING SCHEDULE.

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: APPROVAL OF MINUTES:
Agenda Section:

Subject:
JUNE 15, 2021 MINUTES
(REGULAR COUNCIL MEETING)

Suggested Action:

Attachments:
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MINUTES

REGULAR COUNCIL MEETING
KEY BISCAYNE, FLORIDA

TUESDAY, JUNE 15, 2021

COUNCIL CHAMBER
560 CRANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:00 p.m. Present were Councilmembers Franklin H. Caplan, Luis Lauredo, Allison McCormick, Brett G. Moss, Ignacio Segurola and Vice Mayor Edward London. Mayor Michael W. Davey was absent. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch and Village Attorney Chad Friedman.

2. **INNVOCATION:** Reverend Felipe Assis with the Key Biscayne Presbyterian Church was unable to attend the meeting.

3. **PLEDGE OF ALLEGIANCE:** Vice Mayor London led the Pledge of Allegiance.

4. **BRIEF COMMENTS BY COUNCIL:** Councilmember Caplan addressed the Council regarding the Key Biscayne library presentation; Mayor Davey addressed the public via a pre-recorded video thanking Chief of Police Charles R. Press for his years of service to the community and the Council and Vice Mayor London addressed the public wishing the Clerk a Happy Birthday.

5. **AGENDA:** Councilmember Lauredo requested to remove Item 7C from the agenda and to combine Item 7B with Item 12A1c; Councilmember Segurola requested the addition of a discussion regarding the Key Biscayne K-8 Center as Item 12B4 and requested to combine Item 12B1 with Item 12B2; Mayor Davey requested previously via email to defer Item 12B1; Councilmember Segurola requested to not defer Item 12B1 and the Manager requested the addition of a discussion on Sidewalks on Harbor Drive as Item 12A1h. It was the consensus of Council to hear Item 12B1.

The agenda, as amended, was approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick, Moss, Segurola and Vice Mayor London voting Yes.

6. **PUBLIC COMMENTS:** The following residents addressed the Council: Xavier Aristimuno, 795 Allendale; Laudy Ibarra, 482 Fernwood Road; Ceci Sanchez, 260 Cypress Drive; Nina Wallin, 270 Hampton Lane; Katie Petros, 375 Redwood Lane; Fausto Gomez, 765 Crandon Boulevard; Lucas Boccheciampe, 201 Sunrise Drive; Don Elisburg, 177 Ocean Lane Drive and Louisa Conway, 651 Crandon Boulevard.

7. **SPECIAL PRESENTATIONS:** At this time Item 7D was heard, Melissa White with the Key Biscayne Community Foundation gave a presentation on the Incorporation Anniversary and Save the Date Celebration scheduled for September 24, 2021.

At this time Item 7B was heard. Mr. Fernando Romero, 177 Ocean Lane Drive with the Key Biscayne Kiting/Water Sports Association gave a presentation regarding proposed regulation changes and amended processes. Resident Mr. Julio Diaz, 201 Crandon Boulevard also spoke.

The Manager and Councilmember Lauredo addressed the Council regarding the above presentation.

Chief Resilience and Sustainability Officer Dr. Roland Samimy addressed the Council regarding the presentation and proposed amendments, signage, enforcement and monitoring and registration fees.

There was discussion from Council regarding the above presentation.

It was the consensus of Council to formally recognize the Key Biscayne Kiting/Water Sports Association with the caveat that the association include a non-kiter resident on the association's board and for the Manager to move forward in the collaborative process.

At this time Item 7A was heard, Jonathon Kilman and Mario Bailey with Converge Government Affairs gave a presentation summary of the 2021 Legislative session.

There was discussion from Council regarding the above presentation.

8. **CONSENT AGENDA:** Councilmember Lauredo made a motion to approve the consent agenda. Councilmember Segurola requested to remove Item 8E from the consent agenda and Vice Mayor London requested to remove Item 8F from the consent agenda. The motion was seconded by Councilmember Caplan.

The minutes of the April 27th, 2021 Regular Council Meeting.

The minutes of the May 6th, 2021 Special Council Meeting.

The minutes of the May 17th, 2021 Special Council Meeting.

The minutes of the May 18th, 2021 Regular Council Meeting.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, URGING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS TO ADOPT AN ORDINANCE REQUIRING DISTRIBUTION OF MUNICIPAL LEGISLATION STATING A POSITION ON COUNTY AGENDA ITEMS TO MEMBERS OF THE BOARD; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, URGING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS TO ESTABLISH A SEPTIC TO SEWER TASK FORCE; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

The consent agenda, as amended, was approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick, Moss, Segurola and Vice Mayor London voting Yes.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SUPPORTING THE MIAMI-DADE PUBLIC LIBRARY SYSTEM'S INTENT TO CONSTRUCT A NEW LIBRARY BUILDING AT 299 CRANDON BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Moss made a motion to approve the resolution. The motion was seconded by Vice Mayor London.

There was extensive discussion from Council regarding the above resolution.

The Manager addressed the Council regarding the above resolution.

The resolution was approved by a 5-1 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick, Moss and Vice Mayor London voting Yes. Councilmember Segurola voting No.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A SECOND AMENDMENT TO THE AGREEMENT FOR ADDRESS VERIFICATION SERVICES BETWEEN THE VILLAGE OF KEY BISCAYNE AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Caplan made a motion to approve the resolution. The motion was seconded by Councilmember Lauredo.

There was extensive discussion from Council regarding the above resolution.

The resolution was approved by a 4-2 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick and Moss voting Yes. Councilmember Segurola and Vice Mayor London voting No.

9. **ORDINANCES:** There were no ordinances considered by Council.

10. **RESOLUTIONS:** There were no resolutions considered by Council.

At this time, the Manager's Report was heard.

The Manager addressed the Council regarding the Covid19 pandemic, the Key Biscayne Community Center, crime and policing and Village staff hurricane training.

> Parks, Recreation and Open Spaces Director Todd Hofferberth addressed the Council reporting on the Key Biscayne Community Center's programing, staffing and a Covid19 Transition Plan.

There was discussion from Council regarding the above mentioned items.

The Manager addressed the Council regarding location options for a Skateboard Park.

Director Hofferberth addressed the Council regarding Skateboard Park locations.

Councilmember Lauredo made a motion to select Calusa Park for a Skateboard Park location. The motion was seconded by Councilmember Moss.

There was discussion from Council regarding the above motion and Skateboard Park locations.

Councilmember Segurola made an amendment to include the north end of the Village Green along with Calusa Park as a possible Skateboard Park location and to direct Director Hofferberth to continue investigating limiting to these two site locations and to report back to Council. Councilmember Lauredo agreed to the amendment to the motion. The motion was seconded by Councilmember Caplan and approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick, Segurola, Moss and Vice Mayor London voting Yes.

The Attorney addressed the Council regarding the above motion.

The Lauredo motion was approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, Lauredo, McCormick, Segurola, Moss and Vice Mayor London voting Yes.

Chief of Police Charles R. Press addressed the Council reporting on the current policing plan including an increased police presence including utilizing motorcycles and bicycles, current staffing issues and marine patrol.

There was discussion from Council regarding the above items and thanking Chief Press for his 17 years of service to the Village.

The Manager addressed the Council also thanking Chief Press for his service and the transition process to Interim Chief of Police Jason Younes.

Chief of Fire Rescue Eric Lang addressed the Council reporting on the Covid19 transition plan for the Council Chamber. Chief Lang also reported on serving the community with available Covid19 vaccine pop up events which occurred on June 1 and June 9, 2021 and included 420 vaccines delivered and additional pop up events are scheduled for June 22 and June 30, 2021 with future vaccine pop up events to be scheduled and continuing to have Covid19 testing sites thru the summer and possibly into the fall.

There was discussion from Council regarding the above mentioned items, the organizing of the Council Chamber backroom and community vaccination participation.

Dr. Samimy addressed the Council reporting on the status of the Sargassum Plan, the truck hauling of seaweed from the beach and working on a request for proposal for beach maintenance and possible treatment locations on Virginia Key for sargassum management.

There was discussion from Council regarding the Sargassum Plan and beach maintenance.

Building, Zoning, Planning and Public Works Director Jake Ozyman addressed the Council reporting on the status of the remaining 63 homes that need to be converted from septic tanks to the sewer system.

There was discussion from Council regarding the above item and Derm's enforcement of conversion to the sewer system.

Director Ozyman addressed the Council reporting on an update on the Safe Routes to Schools project and sidewalks on Harbor Drive.

There was discussion from Council regarding the above mentioned items.

11. **PUBLIC COMMENTS:** The following persons addressed the Council: Steve Simon, 335 Harbor Lane; Michelle Estevez, 425 Grapetree Drive and Ceci Sanchez, 260 Cypress Drive.

12. **REPORTS AND RECOMMENDATIONS:** The following items were discussed:

Village Manager. The Manager's report was heard earlier in the evening.

Mayor and Councilmembers. Councilmember Segurola addressed the Council regarding the golf cart ordinance, safety and inspection.

There was discussion from Council regarding the above mentioned items.

The Attorney addressed the Council regarding the golf cart ordinance.

It was the consensus of Council to hold a workshop regarding the golf cart ordinance and golf cart inspection at a future date.

Vice Mayor London addressed the Council regarding public records and public access.

The Manager addressed the Council regarding the above items.

There was discussion from Council regarding public record keeping, the Clerk's office and updating software.

Councilmember Segurola addressed the Council regarding possible changes with the Extended Foreign Language program and the media center at the Key Biscayne K-8 Center.

There was discussion from Council regarding the above items.

Village Attorney. The Attorney did not submit a report.

Village Clerk. The Clerk did not submit a report.

13. **OTHER BUSINESS/GENERAL DISCUSSION:** There was no further business discussed.

14. **SCHEDULE OF FUTURE MEETINGS/EVENTS:** A schedule of future meetings and events was presented to the Council.

15. **ADJOURNMENT:** The meeting was adjourned at 10:24 p.m.

Respectfully submitted:

_____

Jocelyn B. Koch
Village Clerk

Approved this _____ day of _____2021:

_____

Michael W. Davey
Mayor

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON 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 INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: RESOLUTIONS:
Agenda Section:

Subject:
A RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA,
APPROVING A ONE YEAR EXTENSION TO THE ENGAGEMENT AGREEMENT WITH MARCUM, LLP FOR ANNUAL AUDITING SERVICES IN AN AMOUNT NOT TO EXCEED $63,000 AND ADDITIONAL AUDIT SERVICES ON AN AS NEEDED BASIS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.
(CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

Suggested Action:

Attachments:
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VILLAGE OF KEY BISCAYNE

Village Council
Michael W. Davey, *Mayor*
Edward London, Vice Mayor
Frank Caplan
Luis Lauredo
Allison McCormick
Brett Moss
Ignacio J. Segurola

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: August 24, 2021

TO: Honorable Mayor and Council Members

FROM: Steven C. Williamson, Village Manager

RE: Motion to Authorize Village Manager to Renew Contract with Marcum, LLP

Recommendation

I recommended that the Village Council authorize the Manager approve a one-year extension to the audit services engagement agreement with Marcum, LLP ("Marcum"). Pursuant to the attached renewal engagement agreement("Agreement"), the audit services are to be provided to the Village for the Fiscal Year ending September 30, 2021. The annual fee for the audit services is $63,000, the same fee as Fiscal Years 2020 and 2019.

Background

At the conclusion of each fiscal year, municipalities are required to have an annual independent financial audit completed in accordance with Section 218.39, Fla. Stat. The Village has previously engaged Marcum to provide annual financial auditing services, the current engagement has expired and Marcum has prepared the attached Agreement to provide auditing services for Fiscal Year 2021. The Agreement includes an independent audit of the Village's financial statements and production of a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP). The objective of the audit is to receive an independent opinion as to whether the basic financial statements are fairly presented, in all material respects, in conformity with GAAP and to report on the fairness of the supplementary information.. Included in the Agreement is the auditing standards, objectives, and procedures required by State Law. The proposed fee for audit services for FY 2021 is $63,000, in the event more than $750,000 in state or federal grant funds are expended, a single audit will be required for an additional fee. The cost of a single audit has historically been charged at $8,000 for each single audit, should the need arise.

At the conclusion of the Agreement with Marcum, the Village will be required to select an auditor in accordance with the auditor selection procedures set forth in Section 218.391, Fla. Stat.. This process requires the establishment of an auditor selection committee that shall establish the factors to use for the evaluation of audit services, publicly announce the request for proposals, evaluate the proposals, and rank and recommend firms for the Village Council's consideration.

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A ONE YEAR EXTENSION TO THE ENGAGEMENT AGREEMENT WITH MARCUM, LLP FOR ANNUAL AUDITING SERVICES IN AN AMOUNT NOT TO EXCEED $63,000 AND ADDITIONAL AUDIT SERVICES ON AN AS NEEDED BASIS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") is required to have an independent certified public accountant conduct an annual financial audit of Village accounts and records in accordance with Section 218.39, Florida Statutes; and

WHEREAS, in order to ensure compliance with Florida audit requirements and deadlines, the Village wishes to renew its agreement with Marcum, LLP ("Consultant") to provide auditing services for Fiscal Year 2021; and

WHEREAS, accordingly, the Village Council desires to approve the Auditing Services Renewal Engagement Agreement with the Consultant in substantially the form attached hereto as Exhibit "A" (the "Agreement"); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, 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 Council approves the Agreement in substantially the form attached hereto as Exhibit "A."

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to execute the Agreement, in substantially the form attached hereto as Exhibit "A," in an amount not to exceed budgeted funds, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

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

PASSED and ADOPTED this _____ day of _____, 2021.

_____
MICHAEL W. DAVEY, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

MARCUM
ACCOUNTANTS ▲ ADVISORS

July 19, 2021

Honorable Mayor and Village Council
c/o Steven Williamson, Village Manager
Village of Key Biscayne, Florida
88 West McIntyre Street
Key Biscayne, Florida 33149

Re: Engagement of Marcum LLP

We are pleased to confirm our understanding of the services Marcum LLP ("Marcum," the "Firm," "we," "us" or "our") are to provide Village of Key Biscayne, Florida (the "Organization", "Village", "you" or "your") for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Village of Key Biscayne, Florida as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), Budgetary Comparison Schedules, Pension related Schedules and OPEB Schedule, to supplement Village of Key Biscayne's basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Village's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Schedule of Changes in Village's Net Pension Liability and Related Ratios
3) Schedule of Village Contributions – Pensions
4) Schedule of Investment Returns – Pensions
5) Schedule of Changes in Total OPEB Liability and Related Ratios
6) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies Village of Key Biscayne's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial

statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and will provide an opinion on it in relation to the basic financial statements as a whole:

1) Budgetary Comparison Schedule – Capital Improvements Fund
2) Schedule of Expenditures of Federal Awards and State Financial Assistance, as applicable

The following other information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

1) Introductory Section
2) Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* and the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida.

- The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and the Florida Single Audit Act report on internal control over compliance will include a

paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and the Florida Single Audit Act. Both reports will state that the report is not suitable for any other purpose

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida, and will include tests of accounting records, a determination of major program(s) or major project(s) in accordance with the Uniform Guidance, Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor, Village Council and Village Manager.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Village of Key Biscayne or to acts by management or employees acting on behalf of Village of Key Biscayne. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitation of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental

regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material waste and abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards and state financial assistance, if applicable; federal award programs and state projects, if applicable; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards and *Government Auditing Standards*.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the basic financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting misstatements errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, the Florida State Single Audit Act, and Chapter 10.550 Rules of the Auditor General, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance, the Florida State Single Audit Act, and Chapter 10.550 Rules of the Auditor General.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance, the Florida State Single Audit Act, and Chapter 10.550 Rules of the Auditor General.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Village's compliance with provision of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Uniform Guidance, the Florida State Single Audit Act, and Chapter 10.550 Rules of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws, regulations, and the terms and conditions provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement*, the *State of Florida Compliance Supplement*, and Chapter 10.550 Rules of the Auditor General for the types of compliance requirements that could have a direct and material effect on each of Village of Key Biscayne's major programs. The purpose of these procedures will be to express an opinion on Village of Key Biscayne's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance, the Florida State Single Audit Act, and Chapter 10.550 Rules of the Auditor General.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities; to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting Village of Key Biscayne received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that Village of Key Biscayne complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, the Florida Single Audit Act, and Chapter 10.550 Rules of the Auditor General, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for identifying all federal awards and state financial assistance received, if applicable, and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance) in conformity with the Uniform Guidance, the Florida State Single Audit Act, and Chapter 10.550 Rules of the Auditor General. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards and state financial assistance no later than the date the schedule of expenditures of federal awards and state financial assistance is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for

presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance , the Florida Single Audit Act, and Chapter 10.550 Rules of the Auditor General; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is fairly presented in accordance with Uniform Guidance, the Florida Single Audit Act, and Chapter 10.550 Rules of the Auditor General; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

At the conclusion of the engagement, you will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities, if requested. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings,

conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state financial assistance, related notes, the preparation of the data collection form, if applicable, and any other nonaudit/nonattest services we provide. These nonaudit/nonattest services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes and data collection form and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, state financial assistance, and data collection form if applicable, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit/nonattest services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. If you are missing any documents or work papers from our prior years' engagements (if applicable), it is your responsibility to inform us. By signing this engagement letter you affirm that you have all the data and records required to make your books and records complete.

We will provide copies of our reports to the Village Mayor, Village Council and Village Manager, Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Communication with Those Charged with Governance

As part of our engagement, we are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process as well as other matters we believe should be communicated to those charged with governance. Generally accepted auditing standards do not require the auditor to design procedures for the purpose of identifying other matters to communicate with those charged with governance. Such matters include, but are not limited to, (1) the initial selection of and changes in significant accounting policies and their application; (2) the process used by

management in formulating particularly sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) all passed audit adjustments; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; (7) serious difficulties that we encountered in dealing with management related to the performance of the audit; and (8) matters relating to our independence as your auditors.

Reproduction of Auditors' Report

If you intend to publish or otherwise reproduce the financial statements and make reference to our Firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, it is important that you give us timely notice of your intention to issue any such document.

With regard to the electronic dissemination of the Village's annual financial statements, including financial statements published electronically on the Village's website, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

If the Village elects to issue public debt and not have us associated with the proposed offering, we agree that our association with the proposed offering is not necessary providing that the Village agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Village agrees that the following disclosure will be prominently displayed in any such official statement or memorandum.

> Marcum LLP has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Marcum LLP, also has not performed any procedures relating to this official statement.

Assistance By Your Personnel

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

You acknowledge that your confidential information may be transmitted to us through an information portal or delivery system established by us or on our behalf. You shall notify us in writing of your employees, representatives, or other agents to be provided access to such portal or system; upon the termination of such status, you shall immediately notify us in writing. You acknowledge that you are responsible for the actions of your current and former employees, representatives, or other agents in connection with the transmission of your information.

Background Checks

As a matter of Firm policy, we may perform background checks on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures and we reserve the right to withdraw from any relationship should information which we deem to be adverse come to our attention. The results of all background checks and other investigatory procedures are submitted to, and reviewed by, our Firm's Client Acceptance Committee.

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any Marcum professionals assigned to the audit, including within the one year period prior to the commencement of the year-end audit. Pursuant to professional standards, should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

Furthermore, we strive to maintain a staff of quality, trained professionals. In recognition of the investment we have made to recruit and develop our personnel, you agree to the following. In the event that any of our employees accepts a position of employment with your Organization, or any of its related parties or affiliates at any time while we are performing services for you or within one year thereafter, irrespective of whether they've worked on your account or not, you agree to pay us a placement fee equal to the employee's annual compensation in effect on the date such employment was contracted. Such fee is payable when the employee accepts such a position.

Confidentiality/Access to Working Papers

To the extent that, in connection with this engagement, Marcum comes into possession of your proprietary or confidential information, Marcum will not, except as described herein, disclose such information to any third party without consent, except (a) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional

standards, or in connection with litigation pertaining to the subject matter of this engagement letter, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by Marcum in breach hereof, (ii) is disclosed by you to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to Marcum on a non-confidential basis from a source other than you, your employees or agents which Marcum believes is not prohibited from disclosing such information to Marcum by obligation to you, (iv) is known by Marcum prior to its receipt from you, your employees or agents without any obligation of confidentiality with respect thereto, or (v) is developed by Marcum independently of any disclosures made by you or your employees or agents to Marcum of such information. You authorize Marcum to participate in discussions with and to disclose your information to your agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as you may direct. In addition, you acknowledge and agree that any such information that comes to the attention of Marcum in the course of performing this engagement may be considered and used by Marcum in the context of responding to its professional obligations as your independent accountants.

The working papers prepared in conjunction with our engagement are the property of Marcum and constitute confidential information subject to the Public Records Laws of the Florida Statutes. These working papers will be retained by us in accordance with applicable laws and with our Firm's policies and procedures. However, we may be required, by law or regulation, to make certain working papers available to regulatory authorities for their review, and upon request, we may be required to provide such authorities with photocopies of selected working papers.

The Firm is required to undergo a "Peer Review" every three years. During the course of a Peer Review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work we performed for you may be selected. Your signing this letter represents your acknowledgement and permission to allow such access should your engagement be selected for review.

As a result of our prior or future services to you, we may be required or requested to provide information or documents to you or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation) in which we are not a party. If this occurs, we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

Third-Party Service Providers

The Firm may, from time to time, and depending on the circumstances, use third-party service providers (such as Confirmation.com) to assist us with the audit of your financial statements. You agree that Marcum may provide confidential and other information Marcum receives in connection with this agreement to Subcontractors for such purposes. Marcum maintains internal policies, procedures and safeguards to protect the confidentiality of your information and Marcum will remain responsible for the work performed by such Subcontractors.

Dispute Resolution Procedure, Waiver of Jury Trial and Jurisdiction and Venue for Any and All Disputes Under This Engagement Letter and Governing Law

AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO THE ORGANIZATION IN ACCORDANCE WITH THE PROVISIONS OF THIS ENGAGEMENT LETTER:

This Firm and the Village each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this engagement letter and/or the services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

This Firm and the Village each expressly agree and acknowledge that the Circuit Court of the 11th Judicial Circuit, in and for Miami-Dade County, Florida, and the United States District Court for the Southern District of Florida, shall each have exclusive and sole jurisdiction and venue for any respective state or federal actions arising from, relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions of either party arising after the date of this engagement letter.

The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of this Firm and/or the Village and our relationship with you shall be governed by the laws of the State of Florida to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards there under.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require, plus applicable interest, costs, fees and attorneys' fees.

You agree that our liability arising out of our services provided shall not exceed the total amount paid for the services described herein. This shall be your exclusive remedy.

No action, regardless of form, arising out of the services under this agreement may be brought by either party more than one year after the date of the last services provided under this agreement.

The Village hereby indemnifies Marcum and its partners, principals, and employees, and holds them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a **known or intentional misrepresentation by a member of the Village's management**, regardless of whether such person was acting in the Village's interest. This indemnification will survive termination of this letter of engagement.

Other Services

We will perform, in accordance with Chapter 10.550, Rules of the Auditor General of the State of Florida, an examination pursuant to AICPA *Professional Standards*, promulgated by the American Institute of Certified Public Accountants regarding the compliance of the Village of Key Biscayne's with 218.415, Florida Statutes, Local Government Investment Policies. There is no additional cost for this service.

We are always available to meet with you and/or other management personnel at various times throughout the year to discuss current business, operational, accounting and auditing matters affecting your Organization. Whenever you feel such meetings are desirable please let us know; we are prepared to provide services to assist you in any of these areas. We will be pleased, at your request to attend your Council meeting(s).

Timeline

Marcum's engagement ends on the earlier of termination (including without limitation, our resignation or declining to issue a report or other work product) or Marcum's delivery of its report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Fees

Our fee will be based on the actual time required of our personnel at our discounted hourly rates. Our discounted hourly rates vary according to the level of the personnel assigned to your engagement. Our invoices for these fees will be rendered as the work progresses, and are due and payable upon presentation. In the event that you dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty (30) days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Amounts past due sixty (60) days from the invoice date will incur a finance charge of 1% per month. Nothing herein shall be

construed as extending the due date of payments required under this agreement, and you agree that we are not responsible for the impact on the Village of any delay that results from such non-payment by you.

As a result of our planning process, we believe that the above described professional services (excluding any Federal and State single audit requirements) can be completed for an estimated fee of $63,000 for the year ended September 30, 2021 (same fee as fiscal years 2020 and 2019).

The estimate of our fees is based on certain assumptions. To the extent that certain circumstances including, but not limited to those listed in Appendix A, arise during the engagement, our fee estimate may be significantly affected and additional fees may be necessary. Additional services provided beyond the described scope of services will be billed separately.

If the Village is required to undergo a single audit in accordance with the Federal Single Audit Act Amendments of 1996 and the provisions of the Uniform Guidance and/or Florida Single Audit in accordance with the Florida Single Audit Act and Chapter 10.550 Rules of the Auditor General of the State of Florida, we will discuss with you the additional fees which will be dependent on the number of programs determined to be a major program based on the determination required by the Single Audit Acts.

Agreement

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Village of Key Biscayne, Florida and that no other person or entity shall be authorized to enforce the terms of this engagement.

If you agree with the terms of our engagement, as described in this letter, please sign this PDF version of the engagement letter and return it to us by email.

Moises D. Ariza, CPA is the Engagement Partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This agreement is renewable at the option of both parties. We appreciate the opportunity to be of service to Village of Key Biscayne and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

Marcum LLP



Moises D. Ariza, CPA, CGMA

ACCEPTED

This letter correctly sets forth the agreement of Village of Key Biscayne, Florida.

Authorized Signature:_____

Title: _____

Date Signed: _____

APPENDIX A

Village of Key Biscayne
Circumstances Affecting Timing and Fee Estimate

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by Marcum in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, Marcum may incur significant unanticipated costs.

2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to Marcum (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). Marcum will provide the accounting personnel with a separate listing of required schedules and deadlines.

3. Weaknesses in the internal control.

4. Significant new issues or unforeseen circumstances as follows:

    a. New accounting issues that require an unusual amount of time to resolve.

    b. Changes or transactions that occur prior to the issuance of our report.

    c. Changes in the Organization's accounting personnel, their responsibilities, or their availability.

    d. Changes in auditing requirements set by regulators.

5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by Marcum. All invoices, contracts and other documents which we will identify for the Organization, are not located by the accounting personnel or made ready for our easy access.

6. A significant level of proposed audit adjustments are identified during our audit.

7. Changes in audit scope caused by events that are beyond our control.

8. Untimely payment of our invoices as they are rendered.

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: RESOLUTIONS:
Agenda Section:

Subject:
A RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA,
NAMING THE PUBLIC PARK PROPERTY LOCATED AT 530 CRANDON BOULEVARD TO “PARADISE PARK”; PROVIDING FOR AN EFFECTIVE DATE.
(PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

Suggested Action:

Attachments:
cm_21-08-24-tab3.pdf

Village Council
Michael W. Davey, *Mayor*
Edward London, Vice Mayor
Frank Caplan
Luis Lauredo
Allison McCormick
Brett Moss
Ignacio J. Segurola

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: August 24, 2021

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Naming the Park located at 530 Crandon Boulevard as Paradise Park

RECOMMENDATION

It is recommended that the Village Council approve the Resolution formally naming the park located at 530 Crandon Boulevard as Paradise Park.

BACKGROUND

On May 18, 2021, the Village Council requested that the Village Manager conduct a naming contest for the park located at 530 Crandon Boulevard. On May 26, 2021, the Village of Key Biscayne announced the naming contest in the Village Connect and on social media. The Village received over one hundred sixty submissions.

On July 27, 2021, The Village Council reviewed the ranking summary provided by staff. The Village Council passed a motion to name 530 Crandon as Paradise Park. This resolution has been submitted to the Village Council to formally confirm the motion passed on July 27th.

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, NAMING THE PUBLIC PARK PROPERTY LOCATED AT 530 CRANDON BOULEVARD TO "PARADISE PARK"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") acquired property commonly referred to as 530 Crandon Boulevard and has designated the property for public park purposes; and

WHEREAS, the Village is committed to transforming the property located on 530 Crandon Boulevard into an appealing and active public space; and

WHEREAS, after considering input from the public, the Village desires to name the proposed park on Crandon Boulevard to "Paradise Park"; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

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

Section 2. **Naming.** The Village Council hereby names the public park property located at 530 Crandon Boulevard as "Paradise Park."

Section 3. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2021.

_____
MICHAEL W. DAVEY, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: ORDINANCES: (NOT LATER THAN 7:30 P.M.)
Agenda Section:

Subject:
FIRST READING:

1.) AN ORDINANCE
OF THE VILLAGE OF KEY BISCAYNE, FLORIDA,
COMPREHENSIVELY UPDATING AND REVISING CHAPTER 30, “ZONING AND LAND DEVELOPMENT REGULATIONS” OF THE VILLAGE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
(VILLAGE MANAGER)
(SECOND READING WILL BE ON OCTOBER 12, 2021)

Suggested Action:

Attachments:
cm_21-08-24-tab4.pdf

VILLAGE OF KEY BISCAYNE

Village Council

Michael W. Davey, *Mayor*
Edward London, *Vice Mayor*
Frank Caplan
Brett Moss
Luis Lauredo
Allison McCormick
Ignacio J. Segurola

Village Manager

Steven C. Williamson

MEMORANDUM

DATE: August 24, 2021

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Recommended amendments to the Zoning and Land Development Regulations

RECOMMENDATION

I recommended that that the Village Council approve the attached ordinance. Amendments will consist of changes mainly to Single-Family Residential and Duplex as well as some general regulations appliable to all districts. The Building, Zoning, and Planning Director has found that the proposed changes to the Zoning and Land Development Regulations are consistent with the review criteria under Chapter 30-71(b).

BACKGROUND

On September 2017, BZP Staff was tasked with determining recommended updates and revisions to the Zoning and Land Development Regulations of the Village Code, encompassing issues that have evolved over 20 years. The result, after four years of staffs' work and several meetings, are amendments that aim to provide for zoning regulations that achieve community resiliency through renewable energy and improved stormwater drainage, all while maintaining or improving the character of the community. The changes to the Zoning and Land Development Regulations as recommended by staff were presented at the last three consecutive Zoning Workshops of April 29, 2021, May 20, 2021, and June 8, 2021. Changes that were not included as part of the zoning workshops are the following:

1. Section 30-242 (b)(3) – Artificial turf may be permitted along a private street or along a private street or along a private right-of-way so long as it is not seen from the public right of way.
2. Section 30-102 (g)(5) – Supplementary regulations related to recreational activities of a Beach Management Plan allowing activities adjacent to the upland multifamily residential properties to be setback 20 feet from the adjacent property side lot lines as extended seaward toward the waterline.

Review Criteria: The Village's procedures for a text change provides for the amendment of the Zoning and Land Development Regulations provided that such amendments are consistent with the following criteria:

Criteria 1 The proposed amendment is consistent with the Comprehensive Plan.

Analysis The changes proposed are consistent with the intent and purpose of the goals, objectives, and policies stated on the Village of Key Biscayne's Master Plan (Comprehensive Plan).

The first goal of the Comprehensive Plan seeks to achieve desired community character of which these changes not only protect but also enhance by utilizing tools that encourage development to be more sustainable and resilient.

The second goal of the Comprehensive Plan is to protect and enhance the Village's natural resources. The proposed changes will protect and enhance the Village through modifications to the development regulations of the Floor Area Ratio (FAR), lot coverage and retaining wall requirements that seek to tie in resiliency and increased stormwater drainage to proposed development.

The third goal of the Comprehensive Plan is to implement greenhouse gas reduction strategies, which these proposed changes seek to do through the FAR bonuses.

Finding Consistent

Criteria 2 The proposed change will result in Buildings that are consistent in scale and otherwise compatible with those within 300 feet of the site

Analysis The changes being proposed aim to encourage development that will improve resiliency while maintaining the overall scale of Buildings to be otherwise compatible to their surrounding buildings.

Finding Consistent

Criteria 3 The resulting boundaries of a zoning district are logically drawn

Analysis	There are no new or modified zoning district boundary changes being proposed.
Finding	Not applicable
Criteria 4	The proposed change will enhance property values in the Village.
Analysis	It is expected that through these changes, property values may not only increase but potential savings may also be achieved through the National Flood Insurance Policy (NFIP) by going above and beyond the Federal Emergency Management Agency's (FEMA's) standards for building. Primarily, the potential benefits of the low-impact development measures incorporated into the zoning code amendments can provide benefits that conventional measures cannot offer such as a reduction in the overall costs associated with stormwater management and a more attractive neighborhood.
Finding	Consistent
Criteria 5	The proposed change will enhance the quality of life in the Village.
Analysis	The objective of the proposed changes is to provide for development that is not only sustainable but will also enhance the quality of life within the Village through the reduction of water consumption and providing for alternatives that will maintain or enhance the community's character.
Finding	Consistent
Criteria 6	There are substantial and compelling reasons why the proposed change is in the best interests of the Village.
Analysis	The substantial and compelling reasons why the proposed change is in the best interest of the Village are the enhancement of the community's character, inclusion of renewable energy, resilient construction, and improved stormwater drainage – all of which is expected to result in a more resilient community.

Finding Consistent

RECOMMENDATION

Staff recommends approval of the request because it is consistent with the review criteria under Chapter 30-71(b).

ORDINANCE NO. 2021-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, COMPREHENSIVELY UPDATING AND REVISING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") has adopted Zoning and Land Development Regulations in order to promote the health, safety, order, convenience, comfort, and general welfare of the public, and to promote and preserve the character and ecological quality of the Village as articulated in the Village's Comprehensive Plan; and

WHEREAS, the Village Council desires to comprehensively update and revise the Village's Land Development Regulations of the Village Code to address various community needs; and

WHEREAS, the Village Council, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and recommends approval; and

WHEREAS, the Village Council finds that this Ordinance is in the best interest of the Village's residents.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:[1]

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Amending Chapter 30 of the Village Code. That the Code of Key Biscayne, Florida is hereby amended by comprehensively updating and revising Chapter 30, "Zoning and Land Development Regulations," 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.

[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.

Section 4. **Codification.** That it is the intention of the Village Council 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 _____, 2021.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2021.

_____
MICHAEL W. DAVEY
MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

Chapter 30 - ZONING AND LAND DEVELOPMENT REGULATIONS

* * *

ARTICLE II. - DEFINITIONS

* * *

Sec. 30-11. - Definitions.

* * *

Sign, Reverse Channel. A sign of three-dimensional, individual letters with or without background lighting.

* * *

Temporary Structure. Any structure that is erected for up to 180 days or for the duration of permitted construction, whichever is longer.

* * *

Terrace. An uncovered natural or structural surface area on grade or on a roof. Synonymous with patio, deck, or slab.

* * *

ARTICLE III. - GENERAL PROVISIONS

* * *

Sec. 30-30. - Nonconforming Structures and Uses.

It is the purpose and intent of the Regulations within this section to provide procedures whereby lawful Nonconforming Structures and Uses as defined may be maintained where such maintenance will not have a detrimental effect upon other Persons or property within the vicinity, and in so doing to bring such Uses and Structures up to present standards to the maximum possible extent.

(1) *Nonconforming Use.* A lawful Nonconforming Use may be continued, although such Use does not conform to the Regulations of the applicable zoning district. Any such Use shall only be changed to a permitted Use. A Nonconforming Use shall not be expanded. If such Nonconforming Use is discontinued for a period of six months, any further Use of said Building or land shall be in conformity with the Regulations of the applicable zoning district.

(2) *Nonconforming Building or Structure.* ~~A lawful nonconforming Building or Structure may be utilized for any Use which conforms to the Regulations of the applicable zoning district within which the Building or Structure is located, provided that: (1) no structural~~

~~Alterations, except those required by law, are made to the Building or Structure; or (2) the use of the nonconforming Building or Structure is not discontinued for a period of six months.~~

(a) To prevent changes in regulation from unduly burdening property owners, legally-established Nonconforming Structures may continue to be used and maintained. Expansions, repairs, alterations, and improvements to Nonconforming Structures shall be permitted only in accordance with the following provisions:

(i) Internal and external repairs, alterations, and improvements that do not increase the square footage of the Nonconforming Structure shall be permitted subject to the requirements of the Florida Building Code and Chapter 10 of the Village Code.

(ii) Expansions to a Nonconforming Structure shall be permitted as follows:

(a) If the total square footage of the proposed improvement is less than 50 percent of the structure's net square footage at the time it became nonconforming, the improvement shall comply with current regulations.

(b) If the total square footage of the proposed improvement is equal to or exceeds 50 percent of the Structure's net square footage at the time it became nonconforming, the entire Structure and site improvements shall be brought into compliance with current regulations.

(c) Once the cumulative total of additional square footage of improvements equals 50 percent of the structure's net square footage at the time it became nonconforming, no additional expansions shall be permitted and the entire Structure and site improvements shall be brought into compliance with current regulations.

(d) For the purposes of this Section, net square footage shall refer to the square footage indicated on the building permit or determined through equivalent evidence such as aerial photographs, tax roll information, certificates of use or occupancy, or design professional certifications.

(b) If a Nonconforming Structure is deemed unsafe pursuant to Chapter 8 of the County Code and demolition is required, the Building or Structure shall be rebuilt in accordance with current regulations.

(c) In addition to the requirements of this Section, a lawful Nonconforming Structure may be utilized for any Use that conforms to the Regulations of the applicable zoning district within which the Building or Structure is located, provided that the use of the Nonconforming Structure is not discontinued for a period of six months.

(d) If a Nonconforming Structure is damaged by fire, flood, explosion, wind, war, riot or any other act of God, repairs shall be subject to the following provisions:

(i) If the repair/replacement cost is less than 50 percent of the Market Value, the Nonconforming Structure may be reconstructed up to the same Building height and within the same Building footprint existing prior to the damage, provided that an application for final Building permit has been submitted within 12

months of the date of such damage unless extended by the Building, Zoning, and Planning Director.

(ii) If the repair/replacement cost is equal to or exceeds 50 percent of the Market Value, the Nonconforming Structure shall be brought into compliance with current regulations.

(iii) For purposes of this subsection, the term "market value" refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market Value may be established by a qualified independent appraiser using the comparative sales method, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

(3) ~~*Maintenance and repairs.* Necessary maintenance and repairs may be made to any nonconforming Building or Structure, provided no structural Alterations are made, and further provided that such work in any 12-month period does not exceed 50 percent of the value of such Building or Structure as shown on the County tax assessment records or as established by an independent appraiser who is a designated member of any nationally recognized professional appraisers organization.~~ [Reserved].

(4) *Compliance with Regulations.* Nothing in this section shall diminish the responsibility of an owner to maintain his Use or Structure in full compliance with all other Village, County, State or federal Regulations or licensing procedures.

(5) *Establishment of nonconformity.* For the purpose of this section, the mere possession of a valid approval to Use land or Buildings or valid license to do so without actual demonstrable Use of such land or Structure is an insufficient basis to establish lawful nonconformity.

Sec. 30-31. – Duplex Subdivision.

(a) In all zoning districts within which Duplexes are permitted, the property owner may file an application with the Building, Zoning, and Planning Director to subdivide an otherwise legally sited Duplex Structure into two separate ownerships. The Director shall review the application based upon the criteria set forth below:

(1) The applicant has filed a parallel application for Subdivision of the Lot and Structures into two separate single Family residential properties; and

(2) The Structure proposed for division is designed, sited and subdivided in a manner that will not have a detrimental impact on the adjoining property or character of the surrounding area. Should the Building, Zoning and Planning Director deny the request, the applicant may file an appeal of an administrative decision.

(b) *Covenant in Lieu of Unity of Title.* Notwithstanding the provisions of subsection (a), in all zoning districts within which Duplexes are permitted, the property owner may request a Covenant in Lieu of Unity of Title with the Building, Zoning, and Planning Director and shall provide a declaration of restrictive covenants, approved for legal form and sufficiency by the Village Attorney, which shall run with the land and be binding upon the heirs,

successors, personal representatives and assigns, and upon all mortgagees and lessees and others presently or in the future having any interest in the property. To the extent applicable, the declaration shall contain the following necessary elements:

(1) The subject site will be developed in accordance with the approved site plan. No modification shall be submitted to the Village for approval without the written consent of the then owner(s) of the phase or portion of the property for which modification is sought.

(2) If the subject property will be developed in phases, that each phase will be developed in accordance with the approved site plan.

(3) In the event of multiple ownerships subsequent to site plan approval, that each of the subsequent owners shall be bound by the terms, provisions and conditions of the declaration of restrictive covenants. The owner shall further agree that he or she will not convey portions of the subject property to such other parties unless and until the owner and such other party (parties) shall have executed and mutually delivered, in recordable form, an instrument to be known as an "easement and operating agreement" which shall contain, among other things:

a. Easements in the common area of each parcel for ingress to and egress from the other parcel;

b. Easements in the common area of each parcel for the passage and parking of motor vehicles;

c. Easements in the common area of each parcel for the passage and accommodation of pedestrians;

d. Easements for access roads across the common area of each parcel to public and private roadways;

e. Easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;

f. Easements on each such parcel for construction of Buildings and improvements in favor of each such other parcel;

g. Easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;

h. Easements on each parcel for attachment of Buildings;

i. Easements on each parcel for Building overhangs and other overhangs and projections encroaching upon such parcel from adjoining parcels for marquees, canopies, lights, lighting devices, awnings, wing walls and the like;

j. Appropriate reservation of rights to grant utility easements;

k. Appropriate reservation of rights to road right-of-ways and curb cuts;

l. Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and

m. Appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and common facilities and the like.

In addition, such easement and operating agreement shall contain such other provisions with respect to the operation, maintenance and development of the property as agreed to by the parties, to insure that although the property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved site plan. Non-use variances created solely by separate ownerships, pursuant to this section, shall be waived.

(4) Duration and Release. The declaration of restrictive covenants shall be in effect for a period of 30 years from the date the documents are recorded in the public records of Miami-Dade County, Florida, after which time they shall be extended automatically for successive periods of ten years unless released in writing by the owners and the Village Manager, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the property for the purposes herein intended.

(5) Enforcement. Enforcement of the declaration of restrictive covenants shall be by action at law or in equity with costs and reasonable attorney's fees to the prevailing party.

* * *

Sec. 30-34. - Building permits and survey requirements.

All applications for building permits shall be accompanied by a survey and Site Plan drawn to scale showing the actual dimensions of the Lot to be built upon, the size of the Building to be Erected, the Setback lines observed, and such other information as may be requisite and necessary to provide for the enforcement of the criteria contained in these Regulations. Site Plans shall be accompanied by a current survey, which shall be less than two years old for single family residential properties and less than three years old for all other properties. The survey shall contain a legal description of the property; all property lines; adjacent street edge of pavement; spot elevations at all property corners and at crown of road; easements or other encumbrances; fences or walls; and any other existing site feature, including trees, as applicable. If the survey is older than that required by this section, but conditions depicted are current, the applicant may submit a notarized affidavit in a form approved by the Village Attorney in lieu of a new survey. An updated survey must be submitted at the time of setback inspection and an as-built survey must be submitted at Final Inspection. A record of such application and copy of the survey and Site Plans shall be kept by the Building, Zoning, and Planning ~~Director~~ Department and available for public inspection.

* * *

ARTICLE IV. - ADMINISTRATION OF THE ZONING ORDINANCE

* * *

Sec. 30-64. - Supervisory Variances.

The supervisory Variance procedure shall be used for a Variance from these Regulations, limited to improvements existing at the time of application as opposed to planned construction and involving the following matters exclusively: Setbacks, spacing of Buildings, height of Structures, Maximum Lot Elevation, Floor Area Ratios, Lot Coverage, Pervious Area, and Parking. The supervisory Variance procedures may only be used for applications that receive the approval of the Building, Zoning, and Planning Director and are subject to the following:

(1) The Building, Zoning and Planning Director shall have the authority to waive up to two feet or ten percent, whichever is ~~greater~~less, of the required Setbacks~~, Lot Coverage~~, Pervious Area, spacing between Buildings, or Parking; or may permit an additional two feet or ten percent, whichever is less, of Floor Area Ratio, Lot Coverage, Maximum Lot Elevation; or may permit additional height of Structures not exceeding six inches ~~for projects that have been completed or are under construction (see paragraphs (3) and (4) below)~~. Applicants are restricted to current property owners.

(2) ~~The applicant shall provide a Written statement from the Abutting Property owner consenting to the waiver. There shall be no other notice requirement.~~ The Applicant shall notify each adjacent or abutting Property owner of the application on a form provided by the Village. The Village may not act on or make a decision on the application until at least 15 days after receipt of the documentation needed as part of this subsection.

* * *

Sec. 30-65. - Administrative Variances.

(a) The administrative Variance procedure shall be used for a Variance from these Regulations limited to improvements existing at the time of application as opposed to planned or pending construction and involving the following matters exclusively: Setbacks, spacing of Buildings, height of Structures, Maximum Lot Elevation, Floor Area Ratios, Lot Coverage, Pervious Area, and Parking. The administrative Variance procedures may only be used for applications that receive the approval of the Building, Zoning, and Planning Director. The maximum amount of the waiver is 20 percent of the requirement. Notwithstanding, for height of Structures, the maximum waiver shall be for additional height not exceeding 12 inches.

(b) An application for an administrative Variance shall be made by the fee owner of the property on a form prescribed by the Building, Zoning and Planning Department and shall be submitted to the Building, Zoning and Planning Department, together with a processing fee that shall be set and may be amended from time to time by the Village Council. The application shall include a ~~recent~~ survey of the property, an accurately dimensioned Site Plan showing the existing Structures on the subject property, the general location and Use of

existing Structures on the Adjacent Properties from which the non-use Variance is being requested and a letter of intent explaining the reason and justification for the non-use Variance. The application shall be accompanied by:

(1) ~~The Written consent of all the owners of all adjacent or abutting Lots to the subject property, including Lots immediately across the Street from the subject property; and~~ Confirmation of Applicant's notification to each adjacent or abutting Property Owner of the application on a form provided by the Village. The Village may not act on or make a decision on the application until at least 15 days after receipt of the documentation needed as part of this subsection.

(2) The Written consent of all utilities and/or Easement holders if the proposed work encroaches into any Easements.

(3) No other form of public notice is required.

Administrative Variance applications shall not be processed unless and until all the information set forth in this subsection (b) is delivered to the Director of the Building, Zoning and Planning Department.

(c) Upon receipt of the completed application for the administrative Variance, the Director of the Building, Zoning and Planning Department, prior to making his or her decision, shall inspect or shall have a staff member of the department inspect the subject property and its surrounding properties to determine what impact, if any, the proposed request will have on the area. ~~The applicant shall submit a petition from the residents and/or owners of the Adjacent Properties including the property or properties immediately across all adjacent Streets, attesting to their approval of the administrative Variance. The Building, Zoning and Planning Department shall determine who is required to sign the petition.~~

(d) Upon receipt of all necessary information including a staff report, the Director of the Building, Zoning and Planning Department shall review the information and render his or her decision either approving, approving with modifications, or denying the request. A copy of said decision shall be published in a newspaper of general circulation in the Village. A courtesy notice containing the decision of the Director of the Building, Zoning and Planning Department shall be mailed to adjacent Property owners of record, their tenants or their agents, as noted on the application. The failure to mail or receive such courtesy notice shall not affect any action or proceedings taken hereunder. In granting any administrative Variance, the Director of the Building, Zoning and Planning Department may prescribe any appropriate conditions and safeguards he may feel necessary to protect and further the interest of the area and adjacent Properties.

(e) The applicant or any aggrieved property owner may appeal the decision of the Director of the Building, Zoning and Planning Department to the Village Council within 15 days from the date the decision is published. A building permit shall not be issued until the appeal period has expired. In the event the Director of the Building, Zoning and Planning Department should determine that the prohibition of issuing a building permit could cause imminent peril to life or property, the Director may permit the issuance of a building permit upon such conditions and limitations, including the furnishing of an appropriate bond, as may be deemed proper under the circumstances. All appeals hereunder shall be in the form

prescribed by the Village Manager and shall include a processing fee which shall be set and amended from time to time by the Village Council.

(f) A request for judicial review of a decision of the Village Council shall be made in a court of competent jurisdiction.

* * *

Sec. 30-67. - Summary of Variance Regulations.

Regulation	Supervisory Variance*	Administrative Variance*	Regulatory Variance
Variance relating to:	Setbacks, spacing of Buildings, height of Structures, Maximum Lot Elevation, Floor Area Ratios, Lot Coverage, Pervious Area, Parking	Setbacks, spacing of Buildings, height of Structures, Maximum Lot Elevation, Floor Area Ratios, Lot Coverage, Pervious Area, Parking	All Variances (excluding Use, Density, and Signs)
% or footage that may be waived	2 ft. or < 10% of requirement, whichever is less; additional height of Structures not exceeding 6 inches	> 10% but < 20% ; additional height of Structures not exceeding 12 inches	Any percentage
Requires Building, Zoning, and Planning Director approval prior to processing	Yes	Yes	No
~~Approval of Adjacent Property owner nearest to request~~	~~Yes~~	~~Yes~~	~~No~~
~~Approval of all Adjacent Property owners (petition)~~	~~No~~	~~Yes~~	~~No~~

Mailed notice to property owners within 300 ft. of property which is subject of the application	No; however, *see* Sec. 30-64(2)	No; however, *see* Sec. 30-65(b)(1)	Yes
Notice in newspaper	No	Yes	Yes
Posting of property	No	No	Yes
Appeal to	Village Council	Village Council	Court

*Limited to improvements existing at the time of application as opposed to planned or pending construction.

* * *

ARTICLE V. - SCHEDULE OF DISTRICT, USE, AND SETBACK REGULATIONS

Sec. 30-100. - Single Family and Two-Family districts.

(a) *Purpose and Uses.*

District Purpose	Main Permitted Uses	Conditional Uses	Accessory Uses	Prohibited Uses
These districts are designed to protect the character of Single Family and Two-Family homes and to regulate Development within the district as it relates to neighboring properties and adjacent streets.	VR, VE, and IR Districts: Single Family Dwelling PS District: Single Family and Two-Family attached Dwelling	None	Any Use that is customarily associated with the Main Permitted Use (see section 30-111).	Any Use not listed as a Main Permitted Use, Conditional Use, or Accessory Use (see section 30-113).

(b) *Development Regulations.*

Regulation	VR Village Residential	VE Village Estate	IR Island Residential	PS Parkside Residential
Lot Frontage	Minimum as platted * Maximum two platted Lots *	Minimum as platted * Maximum two platted Lots *	Minimum as platted * Maximum two platted Lots *	Minimum as platted * Maximum two platted Lots *
Lot Area	Minimum 7,500 sq. ft. or as platted * Maximum two platted Lots as of October 24, 2000 *	Minimum 10,000 sq. ft. or as platted*, except for those properties that have a Single Family Low Density Residential Future Land Use Map designation in the Comprehensive Plan, which shall be a minimum of 15,000 sq. ft. or as platted.* Maximum two platted Lots as of October 24, 2000 *	Minimum 10,000 sq. ft. or as platted, except for those properties that have a Single Family Low Density Residential Future Land Use Map designation in the Comprehensive Plan, which shall be a minimum of 15,000 sq. ft. or as platted.* Maximum two platted Lots as of October 24, 2000 *	Minimum 7,500 sq. ft. or as platted * Maximum two platted Lots as of October 24, 2000 *
Minimum Pervious Area (% of Lot)	30%	30%	30%	30%

286

Maximum Lot Coverage	Existing One Story residences, 45% Existing Multistory residences, 35%
	New One Story residences, base 38%. Bonus for rainwater harvesting and re-use for irrigation in a concealed cistern, rain barrel, water reuse system, or engineered drainage system, calculated as follows: *** For lots less than or equal to 8,000 sq. ft., 3% for an 800 gallon capacity and additional 1% for each additional 200 gallon capacity up to a maximum of 7%; For lots greater than 8,000 sq. ft., 3% for a 1,200 gallon capacity and additional 1% for each additional 250 gallon capacity up to a maximum of 7%. In no event shall the maximum lot coverage for a new one story residence, inclusive of these bonuses, exceed 45%.
	New Two Story residences, base 28%. Bonus for rainwater harvesting and re-use for irrigation in a concealed cistern, rain barrel, water reuse system, or engineered drainage system, calculated as follows: *** For lots less than or equal to 8,000 sq. ft., 3% for an 1,200 gallon capacity and additional 1% for each additional 200 gallon capacity up to a maximum of 7%; For lots greater than 8,000 sq. ft., 3% for a 1,500 gallon capacity and additional 1% for each additional 300 gallon capacity up to a maximum of 7%. In no event shall the maximum lot coverage for a new two story residence, inclusive of these bonuses, exceed 35%.
Maximum Floor Area Ratio (FAR)	.47 For new construction on vacant Lots and additions to existing buildings. the following shall apply:
	Base FAR .30 for Developments on one platted Lot in the VR and PS districts. .36 for Developments in the VE and IR districts. .13 for Developments on more than one platted Lot.

	Notwithstanding the above, the base FAR for a One Story Home is .36.
	Maximum FAR (See FAR bonus criteria below) .47 for Developments on one platted Lot. ** .35 for Developments on two or more platted Lots.
Gross Floor Area Ratio	.65 Gross floor area ratio calculation shall include Balconies, Porches, garages, Carports, and all interior spaces that ~~is~~ are air conditioned; however, 50% of the area of first floor Balconies, Porches, and Terraces shall be counted towards gross floor area ratio. In no instance shall the Floor Area in the attic be included within this calculation.
Notes	* Platted as of the effective date of this section (October 24, 2000). ** Except where said platted lot was created by the resubdivision (through platting or otherwise) of two or more platted lots, from and after October 10, 2006. Any such newly created single lot shall be deemed to be two platted lots and limited to a maximum base FAR of .35. *** In order to qualify for this Bonus, at least 50 percent of the roof runoff must be captured in concealed cistern, rain barrel, water reuse system, or engineered drainage system as certified by a licensed professional engineer. Notwithstanding, blue or green roof areas may qualify for a maximum 15 percent shortage of the minimum 50 percent required roof runoff capture area. Grading and drainage plans must be prepared by a professional engineer, registered architect or registered landscape architect and shall be submitted to the Building Department at the time of application for a building permit. Grading and drainage plans shall be based on a one-inch rainstorm retention. Drainage calculations, contours, spot grade elevations, and any proposed regrading of the site shall be shown on the plans. The following runoff co-efficient shall be used in calculating required retention volume: • Roof, driveway, concrete, pool: 0.95 • Pervious pavement, gravel: 0.20 • Landscape: 0.10

A Development may exceed the base FAR up to and limited by the maximum base FAR as set forth above, subject to an administrative determination by the Building, Zoning, and Planning Director that the design meets one or more of the FAR Bonus criteria identified below (FAR Bonus Criteria).

The FAR bonuses, if any, must be listed on the Site Plan page and approved by the plans reviewer and the Building, Zoning and Planning Director. No certificate of occupancy or completion shall be issued unless the completed Development includes each of the bonuses listed on the approved Site Plan and the property owner executes and records a Restrictive Covenant in

a form approved by the Village Attorney that each bonus shall be continually and properly maintained. Where a bonus is removed, altered, or damaged, the Village shall not issue any further Building permits until such time as the owner provides evidence of compliance with the approved site plan and the provisions of this Section.

VR and PS Districts: Designs that do not receive both bonuses 3 and 11 shall be assigned a minus .10.

VE and IR Districts: Designs that do not receive bonus 11 shall be assigned a minus .10.

	FAR BONUS CRITERIA (a minimum of 2 bonuses from Categories 2 through 4 must be utilized prior to using any Category 1 bonuses)	Base FAR Increase
CATEGORY 1	**COMMUNITY CHARACTER**	
1.	Porch facing a Street which meets the following minimum standards: depth 4 ft and length 8 ft., minimum Floor Area 120 sq. ft., elevation shall not exceed the Base Flood Elevation, steps setback 5 ft. from any property line.	.00005 per sq. ft. of Floor Area to a maximum of .03 FAR increase
2.	Open and unenclosed balconies located above the first finished floor	.00005 per sq. ft. of Floor Area to a maximum of .03 FAR increase
3.	Front yard setback bonus	.006 for every foot the Main Permitted Use is setback less than 20 ft. to a minimum of 15 ft.
4.	a. Garage or Carport containing two or more vehicles parked parallel with ~~an exterior~~ column separating each of the spaces; or, alternatively,	.02
	b. Garage or Carport containing two vehicles parked parallel without a column separating each of the spaces having a width no greater than 22 feet measured from the exterior.	.02
5.	Single Story Home	.03
6.	Combination One and Two Story Home with the second floor occupying less than 50 percent of the	.10

	Floor Area of the first floor under roof	
7.	Entrances to Parking garages:	
	Interior Lot: placed in a location that does not face the Street.	.03
	Corner Lot: entrance in a Side Yard	.03
8.	a. All windows above the first floor facing an adjacent ~~Building~~ side property which are five ft. above the finished floor or all windows above the first floor are translucent; or, alternatively,	.01 per side to a maximum of .02
	b. ~~or if all Building Walls along the interior side of a property do not have windows~~ all windows facing an interior side property line are translucent	~~.03~~15 per home side to a maximum of .03
9.	~~Side Yard Setback which:~~ Outside moldings or reveals	.0001 per linear foot with a .02 maximum
	~~a. Exceeds the required Yard~~	~~.00005 per each sq. ft. to a maximum of .03~~
	~~b. Has a minimum 15 ft. Side Yard Setback~~	~~.03~~
10.	Rear yard setback bonus	.003 for every foot the Main Permitted Use is setback less than 20 ft. to a minimum of 15 ft.
11.	VR and PS Districts: Structures that provide a front Setback of less than 20 ft. which have a roof at least three ft. lower than the roof of the main Structure	.03
	IR and VE Districts: A portion of the Building having a length of at least ten ft. with a Front Yard Setback that exceeds the required 25 ft. Setback	.0002 per sq. ft., maximum .03
12.	Reduction in Building Height.	.006 per foot or fraction thereof with a maximum of .03

CATEGORY 2	**RENEWABLE ENERGY**	
13.	~~Reveals~~ Solar panels that are screened from the public right of way	~~.001 per sq. ft. with a .02 maximum~~ minimum of 4kW for a .01; each additional kW .005 with a maximum of .03
CATEGORY 3	**RESILIENCY**	
14.	~~Outside Moldings with a minimum width of 4 inches.~~ Florida Friendly Landscaping (native, drought, and salt tolerant) in accordance with sec. 373.185(1)(b), Fla. Stat.	~~.0001 per linear ft. with a .02 maximum~~ .006 per 20% of planting requirement with a maximum of .03
CATEGORY 4	**STORMWATER DRAINAGE**	
15.	Roof garden or rooftop built-in planter(s)	.003 per 10% of roof area
16.	Side Yard Setback which:	
	a. Exceeds the required Yard; or	.00005 per each sq. ft. to a maximum of .03
	b. Has a minimum 15 ft. Side Yard Setback	.03 (credit for one side only)

(c) *Building and Wall height.*

(1) Maximum Building Height is 35 feet. The height of a Building shall be its overall height measured from the Base Flood Elevation to the highest point of the Building roof for Elevated Homes and from the crown of a road to the highest point of a roof for Non-Elevated Homes. Maximum number of stories shall not exceed two above the Base Flood Elevation; provided that one additional story is permitted subject to the following:

a. The maximum Floor Area shall not exceed 15 percent of the Floor Area of the Main Permitted Use or 600 square feet whichever is smaller.

b. The second story tie beam shall be no higher than 27 feet above the Base Flood Elevation.

(2) Maximum exterior Wall height, length, and elevation of the lowest floor.

a. The maximum exterior Wall height for a one Story Structure is 15 feet; however, nothing herein shall prevent vaulted or clearstory Walls with a maximum height of 22.5 feet.

b. The maximum exterior Wall height is 22.5 feet above the Base Flood Elevation for Elevated Homes and the lowest floor for Non-Elevated Homes. The maximum exterior wall height may be increased six-inches for every one-foot that the lowest floor is above Base Flood Elevation not to exceed 24.5 feet.

c. The maximum Wall height may be increased at a ratio 8:12 (up to 27 feet Wall height), as the Wall is Setback from the minimum Setback line.

d. Twenty-five percent of ~~each entire exterior Wall shall have a setback that is at least three feet greater than the remaining portion of the Wall of~~ the surface area of any exterior Wall or facade exceeding 35 feet in length shall be setback a minimum of two feet. Terraces, Balconies and/or Porches shall not be counted in determining the length of the Wall.

e. ~~Walls above 22.5 feet shall have a minimum of 60 percent of the surface open.~~ [Reserved.]

f. ~~If a Wall facing a yard exceeds 22.5 feet in height, an architectural feature that projects at least two feet, but not more than four feet, from that Wall shall be placed at or below the 22.5 feet elevation. The architectural feature shall extend around the entire structure if the design permits this to occur.~~ [Reserved.]

g. The maximum elevation of the lowest finished floor shall be the Base Flood Elevation plus four feet,~~.~~ E~~e~~xcept for garages, which may have a ceiling above the Base Flood Elevation with a height of seven feet and six inches from the finished floor elevation. No more than 50 percent of the floor may be at that elevation.

h. *Understory Area.*

1. Understory area(s) shall be used only for open air activities, parking, building access, mechanical equipment, and storage. Such areas shall be designed and maintained to be free of obstructions and shall not be enclosed and/or air-conditioned at any time with the exception of limited access areas to the first habitable floor. However, understory area(s) below the lowest habitable floor can utilize non-supporting breakaway walls, open-wood lattice work, louvers or similar architectural treatments, provided they are open a minimum of 50 percent on each side.

2. All unenclosed, non-air-conditioned areas located directly below the first habitable floor shall not count in the unit size calculations.

3. Understory building access. Enclosed, air-conditioned elevator and stair vestibules for access to the first habitable level of the home shall be permitted under the first habitable floor and shall be located as close to the center of the

floor plan as possible and be visually recessive such that they do not become vertical extensions of exterior building elevations. The total area of enclosed and air-conditioned building access shall be limited to no greater than three percent of the lot area. All air-conditioned floor space located directly below the first habitable floor shall count in the total unit size calculations.

4. Parking, including required parking, may be provided within the understory area, and shall be clearly delineated by a different surface finish or bollards. No parking or vehicle storage shall be permitted within a required yard.

5. Conduits for lighting, sprinkler, piping, plumbing, and electrical, and all other building services, shall be concealed from view from the right of way by architectural methods.

6. Understory ground elevation and materials. The minimum elevation of the understory ground shall be constructed no lower than one foot above the crown of road. All portions of the understory area that are not air-conditioned shall consist of pervious or semi-pervious material, such as wood deck, gravel or pavers set in sand. Concrete, asphalt and similar material shall be prohibited within the non-air-conditioned portions of the understory area.

(3) ~~Maximum~~ eElevation of an entrance to the Main Permitted Use in the front or side yard facing a street ~~is the~~ shall be at Base Flood Elevation or above.

(4) Exceptions to the maximum height requirements.

a. Chimneys, flag poles and ornamental towers: Ten feet above the highest point of the roof. The floor area of the ornamental towers shall not exceed 25 square feet.

b. Mechanical equipment, HVAC, and elevators: Ten feet above the highest point of the roof and shall be ~~completely~~ structurally screened ~~from a view measured at the front property line on the opposite side of the Street from the Structure~~ a minimum of 12 inches above the top of unit(s). Elevator towers shall be located as close to the center of the roof as possible to minimize visual impact. The Director may require a line-of-sight study.

c. Each parapet shall not exceed ~~three feet~~ 42 inches in height above the finished floor ~~nor occupy more than three square feet in area~~.

d. Railings and balustrades above the roof beam shall have a height of 42 inches ~~and shall be open at least 50 percent~~.

e. Gable end roofs: maximum 24 feet width and eight feet height to peak.

(d) *Maximum Lot elevation and drainage.*

(1) *Generally.* For the purpose of regulating Lot elevations there is hereby established three zones. The "Front Zone" being the area between the Building and any adjacent Street(s) but in no event being less than 15 feet from any Street(s). The "Rear Zone" being the area from the Building to the interior and rear property line(s) (or to the waterfront zone, if applicable) and to the back of the "Front Zone." The "Waterfront Zone" being the entire area within 25 feet from any body of water.

a. *"Front Zone."* When a Lot is filled for Development purposes the area delineated as the front zone may not be filled to an elevation greater than two feet above the average crown of road. However, the driveway grade shall not exceed ten percent above the crown of the road.

b. *"Rear Zone."* When a Lot is filled for Development purposes the area delineated as the "Rear Zone" may not be filled to an elevation greater than two and one-half feet below the established ~~B.F.E.~~ Base Flood Elevation.

c. *"Waterfront Zone."* When a Lot is filled for Development purposes the area delineated as the "Waterfront Zone" may not be filled to an elevation greater than six inches above the bulkhead; however in no instance shall the height of a bulkhead or Lot be raised to a height that exceeds the maximum elevation as established in the "Rear Zone."

[d.] *Reserved.*

~~e. *"Pools, pool Decks, Terraces."* Pools, pool Decks and Terraces which are located in compliance with the required Setbacks for all Structures and are above the height restrictions established in subsection (2) are included in the Lot Coverage calculation. Pools, pool Decks and Terraces that are located in compliance with the required Setbacks and height restrictions are not included in the Lot Coverage calculation.~~

[2] *Reserved.*

(3) *Grading and Drainage.* Within any zone immediately adjacent to the property line, a drainage swale of at least six inches in depth shall be provided to capture the first inch of runoff. The cross-section slope to the swale shall not exceed 14 percent. A retaining wall with a minimum of two inches above final grade shall be required to support the additional elevation required to provide the required drainage swale if the elevation does not meet the adjacent elevation or is not part of retaining the water on site. If the resultant perimeter grade is above the adjacent grade, a retaining wall shall be provided to retain runoff from the property. In either case, the retaining wall shall be waterproofed on the interior side. Notwithstanding the provisions of this subsection, where a property has received the maximum bonus for lot coverage pursuant to Section 30-100(b) and the adjacent properties have the same elevation as the subject property, a retaining wall shall not be required.

(e) *Setback Regulations (minimum).*

Yard	VR Village Residential	VE Village Estate^	IR Island Residential	PS Parkside Residential
Front	20 ft. *	25 ft.	25 ft.	20 ft. *
Rear	25 ft. *	25 ft. **	25 ft.	25 ft. *
Side,	One Story new	New construction:	New construction:	One Story new

interior	construction or one story addition: 7.5 ft. One Story with a second floor addition: sum of the sideyards at the second floor shall be 25% of Average Lot Width with no Side Yard less than 7.5 feet. 7.5 feet for an addition of a second or higher Story which contains less than 50% of the Floor Area of the first floor. New construction: Two stories or more: The sum of the Side Yard Setbacks shall not be less than 25% of the Average Lot ~~w~~Width ~~of the Lot~~ with no Side Yard less than 7.5 feet. New construction or second floor additions: Lots with a lot width of 100 ft. or more shall have no Sideyard less than 15 ft.	7.5 minimum setback and sum of sideyards shall be 30% of Average ~~l~~Lot ~~w~~Width but no sideyard shall be required to exceed 30 ft. One story additions may follow the existing building wall setback. Second story additions shall have a 15 ft. setback.	7.5 minimum setback and sum of sideyards shall not be less than 30% of the Average Lot ~~w~~Width ~~of the Lot~~; but, no sideyard shall be required to exceed 30 ft. One story additions may follow the existing building wall setback. Second story additions shall have a 15 ft. setback.	construction or one story addition: 7.5 ft. One Story with a second floor addition: sum of the sideyards at the second floor shall be 25% of Average ~~l~~Lot ~~w~~Width, with no Side Yard less than 7.5 feet. 7.5 feet for an addition of a second or higher Story which contains less than 50% of the Floor Area of the first floor. New construction: Two stories or more: The sum of the Side Yard Setbacks shall not be less than 25% of the Average Lot ~~w~~Width ~~of the Lot~~ with no Side Yard less than 7.5 feet. New construction or second floor additions: Lots with a lot width of 100 ft. or more shall have no Sideyard less than 15 ft.
Side facing a Street	15 ft.	Same as interior side setback	Same as interior Side setback	15 ft.

* Allowable 15-foot Front and Rear Yard Setback subject to the requirements of the table below. ~~The 15-foot rear Setback requires the installation of a~~ A dense landscape screen with a height of at least ~~ten~~ eight feet at time of planting and a potential height of at least ten feet shall be planted along the rear property line parallel to the linear width of any Building projection within the required rear yard. ~~There shall be no a~~Access from the ~~b~~Building ~~or the ground to a deck or~~ to the roof of ~~to~~ that portion of the ~~b~~Building that is in the required rear yard shall be limited to an area that does not exceed 25 percent encroachment or a maximum six feet from the required Rear Yard Setback line. The same limit shall not apply to the front encroachment for deck or roof access. The maximum number of stories in the required rear yard is one story.

** Within the Village Estate District the following properties shall provide a Rear Yard Setback of 50 feet: 200—290 Harbor Drive.

^ Where a property is located within VE, Village Estate, and has a lot area less than 10,000 square feet, the setback shall be as provided in VR, Village Residential, or as platted.

Number of Stories	Height of Building Wall	Building Wall Length
1	15 ft. ***	40% of the width of the Lot
2 or more	22.5 ft.	34% of the width of the Lot
~~Garages~~	~~Shall provide a 20 ft. Setback if the entrance faces a Street; The elevation facing the Street shall appear as an integral residential part of the Structure including windows and finishes.~~	

~~* That portion of the building in the required yard with a 15-foot setback is limited to one story. There shall be no access to roof deck from the building or from the ground.~~

~~** Within the Village Estate District the following properties shall provide a rear Setback of 50 feet: 200 – 290 Harbor Drive.~~

*** However, nothing herein shall prevent vaulted or clearstory Walls with a maximum height of 22.5 feet.

(f) *Accessory Structures and Permitted encroachments in Required Yards.*

* * *

(3) *Decks~~, pools~~, and screen enclosures.*

a. Decks shall provide a minimum five-foot Setback to any Lot line; Zero feet Rear Yard Setback for waterfront properties.

b. Decks ~~and swimming pools~~ shall not exceed a height greater than that allowed for the Maximum Lot Elevation. If located outside of the required yard area, the height shall not exceed finished floor elevation.

c. [Reserved]. ~~Pools. Swimming pools shall be subject to the following Setback limitations and shall not exceed a height greater than that allowed for the Maximum Lot Elevation (see subsection (27) for swimming pool equipment setbacks):~~

~~Yard~~	~~VR Village Residential~~	~~VE Village Estate~~	~~IR Island Residential (interior)~~	~~IR Island Residential (waterfront)~~	~~PS Parkside Residential~~
~~Front~~	~~6.5 ft.~~	~~10 ft.~~	~~25 ft.~~	~~25 ft.~~	~~6.5 ft.~~
~~Rear~~	~~6.5 ft.~~	~~6.5 ft.*~~	~~6.5 ft.~~	~~6.5 ft.*~~	~~6.5 ft.~~
~~Side, interior~~	~~6.5 ft.~~	~~6.5 ft.~~	~~7.5 ft.~~	~~6.5 ft.~~	~~6.5 ft.~~
~~Side, Street~~	~~6.5 ft.~~	~~6.5 ft.~~	~~15 ft.~~	~~15 ft.~~	~~6.5 ft.~~

~~* Waterfront Lots shall provide a zero Setback. The foregoing Setbacks shall be measured from the water's edge.~~

d. Screen enclosures. ~~Where a s~~Screen enclosures ~~is used to enclose a pool or other area of a residence, it~~ shall be limited in height to ~~22.5~~11 feet and subject to the following Setback limitations:

Yard	VR Village Residential	VE Village Estate	IR Island Residential (interior)	IR Island Residential (waterfront)	PS Parkside Residential
Front	Not permitted except for Porches	Not permitted except for Porches	Not permitted except for Porches	Not permitted except for Porches	Not permitted except for Porches
Rear	5 ft.	25 ft.	5 ft.	25 ft.	5 ft.
Side, interior	5 ft.	5 ft.	7.5 ft.	15 ft.	7.5 ft.
Side, Street	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.

Notwithstanding the foregoing, the height of a screen enclosure shall not exceed 8.5 feet above the Base Flood Elevation at the rear and side Setback, with a gradual transition (8:12 ratio) to any greater height (up to the maximum height allowed).

~~e. Fences.~~

~~1. Any yard that has a swimming pool shall be surrounded by a wall or fence installed in accordance with subsection (f)(6). With respect to the waterfront zone, this provision shall apply to the front and side yards, but not the rear property line adjacent to the waterfront.~~

~~2. A safety pool cover is not an acceptable alternative under F.S. § 515.127.~~

~~3. Gates. All openings shall be equipped with gates that have a spring lock type, so that they shall automatically be in a closed and fastened position at all times. Gates shall also be equipped with a safe lock and shall be locked when the swimming pool is not in use.~~

(4) *Docks and mooring piles.* These regulations shall apply to all properties within the single-family districts, unless addressed in the specific regulations. For purposes of this section, properties shall be identified as provided for in the Village Waterfront Property Map.

* * *

a. *General Requirements.*

Regulations	Requirements
* * *	* * *
Setbacks for docks, davits, fender pilings, watercraft and mooring piles	Minimum setback shall be the ~~side~~ setbacks in the applicable zoning district extended into the water. No portion of a watercraft, including, but not limited to, the bow pulpit, engines, & dive platforms shall encroach into the required setback.
* * *	* * *

* * *

(5) *Driveway and Parking criteria.* The following provisions shall apply to all single Family and Two-Family Developments:

* * *

b. *Driveway material.* All driveways shall be paved or covered with a ~~hard~~ compacted pervious surface such as but not limited to pervious concrete, pavers, bricks, tile, pea rock, gravel and similar materials, but not asphalt. This paving requirement applies to the construction of new single Family and Two-Family Homes on vacant Lots or any Work on existing homes which costs 50 percent or more of the assessed value of the property. Driveways, which are paved with asphalt, are permitted to be retained unless the value of renovation Work exceeds

50 percent of the assessed value of the ~~property~~driveway. Aprons (edge of pavement to property line) shall have the same finish as the driveway ~~or asphalt; however, pea rock is not permitted~~.

c. *Setbacks.* All driveways shall be set back at least five feet from any side property line. All circular and hammerhead/T- driveways shall be set back at least two feet from any front and/or ~~property~~ side facing Street property line. On Corner Lots, driveways shall be set back 15 feet from the extended Right-of-Way Intersection.

* * *

(6) *Fences and Walls.*

a. *Generally.* For purposes of regulating perimeter fences and Walls, there is hereby established three zones. The "Front Zone" being the area between any enclosed Building and ~~the adjacent Street(s)~~ a property line fronting a street but in no event less than 15 feet from ~~the Streets~~said property line, and the "Rear Zone" being the area from the back of the Front Zone to the rear property line, or to the ~~w~~Waterfront ~~z~~Zone (if applicable), and the "Waterfront Zone" being the entire area within 25 feet from any Waterway.

* * *

c. *Fence and Wall finish materials and restrictions.*

1. All Walls shall be finished on all side(s). Masonry Walls shall be stuccoed and painted~~, except where adjacent and contiguous to an existing Wall or fence. The owner shall provide documentation to the Building, Zoning and Planning Director that a good faith effort was made to obtain the adjacent owner's approval to stucco or paint the fence on the adjacent property.~~ Wood fences shall have the structural side of the fence facing the interior of the property. Notwithstanding the foregoing, when a new fence or wall is proposed to be adjacent to an existing fence or wall, the applicant may leave the side adjacent to the existing fence or wall unfinished, provided the applicant executes a covenant in a form acceptable to the Village Attorney and records same in the Official Records of Miami Dade County, Florida, providing that in the event the adjacent lot's fence or wall is removed, the applicant's fence or wall shall be finished on the outside, as long as the adjacent lot owner permits access to finish said fence or wall.

2. ~~Wood fences shall have the structural side of the fence facing the interior of the property, unless a supervisory Variance is approved.~~ [Reserved].

3. Chain link fences shall be coated with black or green finish materials. Chain link fences associated with court games are permitted pursuant to Section 30-100 [(f)(29)]. ~~Where permitted, chain link fences shall be coated with black or green finish materials.~~

4. Barbed wire and/or similar materials are not permitted.

(7) *Front Yard encroachments.*

a. Fountains: ~~One with a maximum height of five feet~~ Total basin area occupying no more than 100 square feet, maximum height six feet above Base Flood Elevation, base waterline depth maximum 12 inches, and with the following Setbacks: front, five feet; interior side, five feet; and side facing a Street, ten feet.

b. Decorative in-ground reflecting pool: ~~One~~ Not to exceed 30 percent of the Front Zone with a maximum waterline depth of one foot and maximum height of Base Flood Elevation with the following Setbacks: front, five feet; interior side, five feet; and side facing a Street, ten feet.

* * *

(8) *Garages ~~facing a Street~~.*

a. ~~Lot width 80 feet or less: No more than one parking space in a garage shall face the Street with a~~ Where a garage door faces a street, the garage door ~~minimum 20 feet front Setback~~ shall be set back the same or greater than the Dwelling. Garage doors must be compatible with the door and window details of the Dwelling. The maximum width of the garage shall be 24 feet.

b. ~~Lot width greater than 80 feet~~ Where Garage doors ~~shall~~ do not face a street~~.~~, ~~T~~the minimum required front Setback shall be ten feet. The wall facing a street shall have windows that match those in the ~~Main Permitted Use~~ Dwelling.

(9) *Gazebos and accessory Structures.*

* * *

d. Size: ~~2~~300 square feet when encroaching setbacks. No size limit other than limits of Lot Coverage when not encroaching into required district setbacks. Measurement is from the outside of the roofline of the accessory structure or gazebo.

* * *

i. Roof overhangs shall be permitted on gazebos and accessory structures but shall be setback a minimum of 3.5 feet from the property line.

* * *

(11) *Heating, ventilation, and air conditioning equipment.*

* * *

[b.] *Buffering of equipment in any Yard.* All equipment in a Yard shall meet the following standards:

* * *

~~[3.] Landscaping around the equipment.~~

* * *

(15) *Pavers ~~and walkways~~ in Side and Rear Yards.* The maximum width shall be 3.5 feet with a minimum setback of 2½ feet.

* * *

(17) *Porches, Porte-Cocheres, and Carports/Carport Canopies Setback Regulations.* The following uses are permitted to encroach into Required Yards subject to the following Setbacks:

Use	VR Village Residential	VE Village Estate	IR Island Residential	PS Parkside Residential
Porches	10 ft. *	10 ft.	15 ft.	10 ft. *
Porte-Cocheres	10 ft.	10 ft.	15 ft.	10 ft.
Carports/Carport Canopies	10 ft. *	10 ft.	15 ft.	10 ft. *

* If a development has a Porch and a Carport, then one of these shall ~~provide~~ have a minimum 15-foot Setback.

The placement of the above uses in Required Yards are subject to the following height, area, and design requirements:

a. Porches. The maximum width of any Porch or combination of Porches may not exceed 60 percent of the Average Lot Width. The maximum Wall height of Porches shall not exceed 14 feet above the maximum permitted Base Flood Elevation.

b. Carports and Porte-Cocheres which encroach into the principal Building Setback are limited to 500 square feet in area and only one such encroachment is permitted per Street frontage. The maximum height (to top of Structure) of Carport and Porte-Cochere encroachments shall not exceed 14 feet above the maximum permitted Lot elevation. The required open sides of a carport may be embellished with gates, latticework, or other architectural detail which follow the architectural language of the principal Structure and which must provide at least 50 percent open surface.

c. Roofline of Carports, Porches and Porte-Cocheres shall ~~not form an integral part of the principal roof Structure~~ differ horizontally or vertically from the principal Structure roofline.

(18) *Projections.* The following Structures are permitted to project into a Required Yard for a distance not to exceed 25 percent of said Yard with a maximum projection of six feet: Awnings, balconies, bay windows (maximum width of ten feet), canopies, chimneys, cornices, sills, ~~walkways~~ and other architectural features that the Building, Zoning, and Planning Director has determined are consistent with this subsection.

* * *

(20) ~~*Retaining Wall, required.* A retaining Wall shall be provided on the sides and rear of all yards of new Single-Family and Two-Family homes.~~ *[Reserved].*

(21) *Roof, roof overhangs and rooftop uses.* Principal Building roofs in all single Family districts shall adhere to the following Regulations:

* * *

e. No portion of a roof, including the gutter, shall be permitted to extend more than 5 feet into a Required Yard, nor may any portion of a roof extend closer than 3½ feet from any interior side nor 2½ feet from ~~or~~ a side facing Street property Lot line.

f. When a scupper drainage system is used in connection with a flat roof, the scupper cannot be located closer than 7½ feet from any property line.

* * *

(23) *Satellite dishes.* Shall not have a diameter that exceeds one meter.

(2~~3~~4) *Sheds.*

a. Maximum Height: 7.5 feet above the ~~Maximum Lot~~ Base Flood Elevation.

* * *

(2~~4~~5) *Solar ~~heating~~ panels and equipment.* ~~All solar panels shall be visually screened from the adjacent right(s) of way, or set into the roof so that the upper roof surface abuts the side or back of the solar panel.~~ The Village encourages the use of alternative energy sources pursuant to Florida Law. Any supporting equipment, including energy storage equipment, required for operation of solar panels must be screened from the right of way.

(2~~5~~6) *Steps in Front Yard.* Steps in the Front Yard shall have a maximum width of ten feet.

(2~~6~~7) *Steps and landings.* The following regulations shall apply to steps and landings.

* * *

(2~~7~~8) *Swimming pools*

a. *Safety Features.* A residential swimming pool must meet at least one of the requirements relating to pool safety features as required by Section 515.27, Florida Statutes, as amended. Notwithstanding, the Village will not accept a safety pool cover as an acceptable alternative under Section 515.27, Florida Statutes, as amended.

b. *Height.* Swimming pools that encroach into the required setbacks for the Dwelling shall not exceed a height greater than that allowed for the Maximum Lot Elevation. Swimming pools that do not encroach into the required setbacks for the Dwelling shall not exceed a height greater than that allowed for the finished floor elevation.

c. *Setbacks.* Swimming pools shall have minimum setbacks, which shall be measured from the swimming pool's waterline to the property line, as follows:

Yard	VR Village Residential	VE Village Estate	IR Island Residential (interior)	IR Island Residential (waterfront)	PS Parkside Residential
Front	6.5 ft.	10 ft.	25 ft.	25 ft.	6.5 ft.
Rear	6.5 ft.	6.5 ft. *	6.5 ft.	6.5 ft. *	6.5 ft.
Side, interior	6.5 ft.	6.5 ft.	7.5 ft.	6.5 ft.	6.5 ft.
Side, Street	6.5 ft.	6.5 ft.	15 ft.	15 ft.	6.5 ft.

* Waterfront Lots may provide a zero Setback. The foregoing Setbacks shall be measured from the water's edge.

d. *Walls or Fences*. Any yard that has a swimming pool shall be surrounded by a wall or fence. In addition, where an adjacent lot's wall or fence is used to satisfy the requirements of this subsection, at least one of the requirements set forth in Section 515.27(1), Florida Statutes, as amended, shall be implemented as a residential swimming pool safety feature. Notwithstanding, if the adjacent lot's wall or fence is removed or destroyed, the property owner shall be required to provide a wall or fence in accordance with this subsection. With respect to the waterfront zone, this provision shall apply to the front and side yards, but not the rear property line adjacent to the waterfront.

e. *Swimming pool pumps, heaters, and similar equipment.* Pool equipment shall be screened from view from the right-of-way and adjacent properties at a minimum six inches above the equipment. A perimeter wall, solid fence, or landscaping may fulfill this requirement when the equipment is set back four feet or less from a property line. Swimming pool pumps, heaters, and similar equipment ~~are permitted to encroach into Required Yards subject to the following Setbacks~~ shall have a minimum setback from the property line as follows:

Yard	VR Village Residential	VE Village Estate	IR Island Residential (interior)	IR Island Residential (waterfront)	PS Parkside Residential
Front	Not permitted **	Not permitted **	Not permitted **	Not permitted **	Not permitted **
Rear	2 ft.	2 ft. 0 ft. if waterfront	2 ft.	2 ft. 0 ft. if waterfront	2 ft.
Side, interior *	2 ft.	2 ft.	2 ft.	2 ft.	2 ft.
Side, Street *	2 ft. if behind an opaque Wall, otherwise not permitted	2 ft. if behind an opaque Wall, otherwise not permitted	2 ft. if behind an opaque Wall, otherwise not permitted	2 ft. if behind an opaque Wall, otherwise not permitted	2 ft. if behind an opaque Wall, otherwise not permitted

~~* If the equipment is located in a Side Yard, landscaping shall be planted which obscures views of said equipment. Additionally, where said equipment is located along any Street frontage it must be visually screened from the public Right-of-Way.~~

~~** If a pool is permitted pursuant to subsection (f)(3), the equipment shall be at least two feet from any side property line, but in no instance shall it be placed in a location that allows it to be seen from the Street.~~

~~(28) *Telecommunication antennas.* These antennas shall comply with the following Regulations:~~

~~a. Shall not have a diameter or height that exceeds one yard.~~

~~b. Shall be placed in a location to minimize its view from any public Street. A line of site study (antenna location to the sidewalk) shall be submitted for Building, Zoning, and Planning Director approval.~~

~~c. Shall employ, to the maximum extent possible, materials and colors that blend with the Building and surroundings.~~

* * *

(31) *Walkways.* The following regulations shall apply to walkways:

a. Front Yard: Subject to the provisions of this subsection, no maximum width.

i. *Walkways parallel to front property line.* Where a walkway is parallel to the front property line, it must be setback a minimum of 2.5 feet from the front property line.

ii. *Walkways perpendicular to front property line.* Where a walkway is perpendicular to the front property line, no setback is required. The maximum width of the walkway within 2.5 feet of the front property line shall be no greater than five feet.

iii. *Walkways encroaching on swale.* A walkway not greater than five feet in width may encroach into the swale, subject to the Director or his/her designee's written approval. The aggregate sum of the driveway and the walkway shall not exceed the maximum allowable driveway width.

b. Side Yard: The maximum width shall be no greater than four feet and shall be setback a minimum of two feet from the Side Yard property line.

c. Rear Yard: No maximum width. Shall be setback a minimum of two feet from the Rear Yard property line.

(32) *Waterfront view corridor.* No Structure shall be permitted within an isosceles triangle with each side measuring 25 feet at the intersection of the rear and side Lot lines; however, a hedge, Wall, or fence with a maximum height of four feet is permitted.

* * *

Sec. 30-102. - GU Government Use District.

(a) *GU Description.* Upon the acquisition of ownership of or a long term lease (five years or longer) of land by the Village, the Village Manager or designee shall indicate on the Official Zoning Map that the zoning district designation for the property is GU, Government Use.

(b) *Purpose and Uses.*

District Purpose	Main Permitted Uses	Conditional Uses	Accessory Uses	Prohibited Uses
This district is designed to permit land owned by a governmental entity to be used for any public purpose and certain limited private activities.	Governmental Buildings and facilities such as but not limited to schools, offices, post offices, parks, open space, community centers, recreational buildings, police and fire stations. Recreational activities as	None	Any Use customarily associated with the Main Permitted Use (See section 30-111)	Any Use not listed as a Main Permitted Use, Conditional Use, or Accessory Use. (See section 30-113)

	described in subsection (e).			

(c) *Development Regulations.* Council shall use the following Development Regulations:

Floor Area Ratio	Maximum Height	Lot Coverage	Lot Area	Setback
.75	35 ft.	35%	No minimum	5 ft., except where prior zoning district has a more liberal setback standard, which shall then apply

(d) *Approval Process.* Prior to establishing any new use of lands designated GU, the Village shall conduct the following public hearing(s):

(1) The Village Council shall conduct a public hearing to determine the Use(s) to which particular land purchased for Governmental Use may be put. The public hearing before the Village Council shall be held upon at least 15 days' notice of the time and place of such hearing published in a newspaper of general circulation in the Village. A courtesy notice containing general information as to the date, time, and place of the hearing, the property location and general nature of the proposed Use may be mailed to the property owners of record within a radius of 300 feet of the property on which the facility will be located, or such greater distance as the Village Manager may prescribe; provided, however, that failure to mail or receive such courtesy notice shall not affect any action or proceeding taken hereunder. To provide additional notice to the public, the property shall be posted by a Sign or Signs indicating the action desired and the time and place of the public hearing thereon.

(2) At the public hearing the Village Council shall consider the Use(s) to which the land should be put, from the list of Uses in paragraph (b) above, considering among other factors a recommendation by the Village Manager (if any), the public need therefore and the existing land use pattern in the area. After considering these factors and any public comment, the Village Council shall adopt a resolution establishing the Use(s) for the property and take such action as is necessary to promote and protect the public health, safety and welfare of the citizens and residents of the Village.

(3) If the Use(s) approved by the Village Council include the construction of any Buildings or Structures on the property, the Village Council shall conduct another public hearing prior to the commencement of any construction activity. That public hearing shall be noticed in the same manner as the initial hearing described in subsection (d)(1) above. At the public hearing the Village Council shall review and evaluate a detailed Site Plan for the property, including all Buildings and improvements. At a minimum, the Site Plan shall contain a schedule of development criteria as set forth in subsection (c) above. In its review and approval, the Village Council shall apply the

development regulations in subsection (c) above, except that the Village Council may waive the regulations or any part of the regulations in the interest of the public health, safety and welfare to provide the facilities to serve the public. After considering the Site Plan, recommendations of the Village Manager (if any) and public comment, the Village Council may by resolution take such action as it deems necessary or appropriate to promote and protect the public health, safety and welfare of the citizens and residents of the Village, including the approval of the Site Plan with any modifications thereto.

(e) *Permitted Recreational Activities.* Subject to the approval of a Beach Management Plan pursuant to subsection (f) and the supplementary regulations in subsection (g) the activities as described below shall be considered Main Permitted Uses on lands within the GU District which are seaward of the Erosion Control Line (as identified in Section 1.03 of the Village Charter) where such activities occur as ancillary and supportive of principal uses conducted on the upland contiguous privately owned property.

Type of Recreational Activities	Upland Hotel	Upland Private Beach Club	Upland Multi-Family Residential
Use of lounges/chairs/umbrellas	Yes	Yes	Yes
Food and Beverage Service	Yes	Yes	No
Special Events [1]	Yes	Yes	Yes
Use of Non-Motorized Vessels [2]	Yes	Yes	No [3]

[1] Special Events shall be limited to the following: organized athletic events, meetings, parties, weddings, fireworks displays, or professional film activities and shall be subject to obtaining a Special Event Permit pursuant to section 17-5 of the Village Code.

[2] Up to six non-motorized Vessels (as defined in Section 327.02(37), Florida Statutes) shall be permitted for use in conjunction with and as accessory to hotels of at least 250 rooms or private beach clubs. They shall be operated only through an approved channel authorized under section 4-32 of the Village Code, and shall be uniformly marked and painted in a uniquely identifiable manner associated only with the hotel property or private beach club. Additionally, except for an authorized rescue vessel approved under subsection (g)(9) below, the use of motorized vessels is absolutely prohibited.

[3] Nothing in this section shall be construed or interpreted to preclude individual Village residents from the legal use and enjoyment of the public beach area, or deny or impair the common law riparian rights of persons owning property which fronts the public beach area, or to require that individual residents (including specifically residents within any multifamily apartment building) obtain an approved Beach Management Plan for such activities.

(f) *Beach Management Plan Approval.* As a condition to the establishment, use and operation of any of the uses listed in subsection (e) above (except for Special Events which require a Special Event Permit), a plan for the proposed use and operation (Beach Management Plan) shall be submitted and approved by the Village. Except for the use of lounges, chairs and umbrellas, all Beach Management Plans shall require the approval of the Village Council after a public hearing noticed in accordance with section 30-68 of the Village Code. Beach Management Plans for the use of lounges, chairs and umbrellas shall be approved by the Village Manager. In the approval, the Village Manager or Village Council must find that the proposed activity(ies) comply with the requirements of this section and do not constitute a threat to public safety or welfare or constitute a danger or impediment to the public beach area. The Village Council or the Village Manager shall impose reasonable restrictions and conditions on the approval of the Beach Management Plan in order to preserve the health, safety and welfare of the Village residents. Violation of any provision of the approved Beach Management Plan automatically results in the revocation the Beach Management Plan approval. Nothing in this section shall be construed or interpreted to preclude individual Village residents from the legal use and enjoyment of the public beach area, or deny or impair the common law riparian rights of persons owning property which fronts the public beach area, or to require that individual residents (including specifically residents within any multifamily apartment building) obtain an approved Beach Management Plan for such activities.

(1) *Beach Management Plan Application and Procedures.* In a form provided by the Village, all Beach Management Plans shall be submitted to the Village Manager and shall contain the following information:

a. A detailed and dimensioned site plan depicting the type and location of all proposed activity(ies), structures, garbage containers, storage areas and where the use of Vessels is proposed, the proposed location of a channel to be approved by Village Council pursuant to section 4-32 of the Village Code;

b. If applicable, the number of proposed Vessels;

c. Proposed hours of operation;

d. Proposed safety and emergency plans;

e. If applicable, storage, hours of use and method of fueling of an all terrain vehicle authorized under subsection (g)(10) below;

f. Indemnity and Insurance (with Village as additional insured) in a form and amount approved by Village Attorney;

g. Proof of ownership of adjacent upland property or written authorization from upland property owner;

h. Application fee plus the annual inspection fee for the approved activity as established by resolution pursuant to section 30-4 of the Village Code;

i. Any additional information as reasonably required by the Village Manager.

(g) *Supplementary Regulations.* The recreational activities identified in subsection (e) shall be subject to the following restrictions:

(1) All activities shall be conducted as accessory to the adjacent contiguous upland property.

(2) It is prohibited to conduct the sale or rental of any equipment or food and beverage item associated with any permitted activity upon the public beach. The sale or rental shall only be conducted upon the associated upland private property.

(3) None of the permitted activities shall be conducted or maintained outside of the property area contained within the extension of the side lot lines of the upland property as they extend seaward toward the waterline.

(4) Activities adjacent to the upland hotel and private beach club properties shall be setback 20 feet from the adjacent property side lot lines as extended seaward toward the waterline.

(5) Activities adjacent to the upland multi-family residential properties shall be setback ~~100~~ 20 feet from the adjacent property side lot lines as extended seaward toward the waterline.

(6) None of the permitted activities including the storage of any equipment shall be maintained or conducted within five feet of the dune as defined pursuant to Section 161.54, Florida Statutes, or within 15 feet of the waterline, unless overnight storage on the public beach is approved pursuant to a Beach Management Plan.

(7) Except for one corporate insignia, no larger than 20 square inches identifying the applicant or the upland property owner, commercial advertising shall be prohibited on all equipment associated with any approved activity.

(8) Except as approved pursuant to a Special Event Permit, hours of operation shall be limited to between sunup and sundown each day and all equipment, furniture, and temporary structures (if any) shall be removed from the public beach by sundown each day unless overnight storage on the public beach is approved pursuant to a Beach Management Plan. This limitation shall not apply to the use of chairs and lounges for viewing fireworks displays on Independence Day or New Year's Eve.

(9) The use of non-motorized vessels shall be prohibited without the onsite provision of one personal watercraft as defined in Section 327.02, Florida Statutes, maintained in good working condition and available at all times for emergency rescue purposes. The personal watercraft shall have a four stroke engine or best available technology, be equipped with an operational marine radio or wireless phone, and shall satisfy all U.S. Coast Guard safety requirements.

(10) Except for an unenclosed motorized all terrain vehicle approved pursuant to a Beach Management Plan, it is prohibited to use or operate or to allow another to use or operate upon, or along the public beach, or upon any beach or shoreline or waters adjacent thereto, any motorized vehicle. The private use of an all terrain vehicle must be limited in use to the loading and unloading of equipment permitted under an approved Beach Management Plan. This prohibition shall not apply to any municipal, county or state vehicle, or to any vehicle or equipment authorized by the Village to be used or operated for a public purpose.

(11) Approval of a Beach Management Plan does not exempt user from adhering to all local, state and federal statutes and regulations and requirements, including, but not limited to, Article II "Local Business Tax Receipt" of Chapter 25 "Taxation" of the Village Code.

(h) *Change Upon Sale or Lease Expiration.* Upon the sale (or expiration of a long term lease) of GU land that was owned (or leased) by the Village, the Village Council shall change the zoning district designation pursuant to the procedures established in this section.

(i) *Conflict.* This section 30-102 shall be the exclusive regulation governing lands designated GU, and to the extent that it conflicts with any other section of this chapter, this section shall control.

* * *

Sec. 30-110. - Allowable encroachments into Required Yards (all districts except Single Family and PS Parkside Residential).

* * *

(b) *Canopies.* A Canopy shall be permitted to extend from an entrance door ~~toward the~~ fronting a Street ~~side of any Building~~. The Canopy may extend to within 18 inches of the ~~edge of pavement~~property line. Such canopies shall not exceed 15 feet in height and 12 feet in width or be screened or enclosed in any manner and shall provide an unobstructed, clear space between the grade and the bottom of the Canopy valance of at least seven feet. The location of vertical supports for the Canopy shall be approved by the Engineering Division.

* * *

(p) *Temporary Structures.* Five feet or as required by the Florida Building Code.

(q) *Tennis courts and similar court games.* The following Regulations shall apply for fences, lightpoles or other Accessory Structures associated with court games in all districts.

* * *

Sec. 30-112. - Supplemental Use Regulations.

* * *

(i) *Dumpster enclosures.* Dumpsters shall be placed within the Building. Dumpsters existing as of [insert effective date of this Ordinance] shall meet the following requirements on or before [insert three years from the effective date of this Ordinance]:

(1) Shall not be visible from a public right of way.

(2) Height shall be a minimum of two feet above top of dumpster(s), not to exceed eight feet in height.

(3) The base of the enclosure shall consist of a hard-paved surface of asphalt or poured concrete, and shall be 24 inches larger on all sides than the dumpster to be located upon the base.

(4) The minimum inside dimension shall be not less than six feet by six feet.

(5) The base shall be equipped with a drain, required to be installed under applicable State and local codes, and designed in a manner to drain only the area of the dumpster enclosure base.

(6) Wheel stops shall be provided inside the enclosure at the rear and sides six inches from the walls to prevent the container from making contact with the walls.

(7) The finish on three sides shall be concrete block, stucco, or prefabricated concrete panels, painted to match the paint color of the main Use.

(8) Gates shall be aluminum picket or galvanized steel with solid backing for complete screening. Gates shall be attached to a metal post having at least three inches in diameter, with at least three hinges for each post and an outward swinging door. Each gate shall have a wheel at the bottom to prevent it from sagging. Gates shall have drop pins or rods to hold the gates in place in both the open and closed position.

(9) Protective four inch diameter by four feet high solid bollards are required two feet in each way from the front corners of the dumpster enclosure wall.

(10) Enclosures intended for the use of properties zoned multifamily residential shall be constructed with a 32 inch opening with a door to match material and specifications of front enclosure doors on one side for pedestrian access to deposit trash. A concrete level walkway shall be provided for the pedestrian access opening.

(j) *Home occupations in Single Family, RM Multiple Family Districts, and PUD Planned Unit Development Districts.* Are permitted subject to the following:

* * *

(jk) *Outdoor dining Regulations.* Tables and chairs may be placed outside of a restaurant on private property that is located on individual sites or within Shopping Centers. The tables and chairs may be used for dining purposes as an accessory to an indoor restaurant facility, subject to compliance with the following criteria:

* * *

(kl) *Room additions to residential Structures and conversions of garages or Carports to living space.* Are permitted subject to the following:

* * *

(lm) *Satellite dish antennas.* Shall not have a diameter that exceeds one meter. Antennas or dishes larger than one meter in the other districts shall comply with the following requirements and may only be approved by the Village Council subject to the Conditional Use procedures:

* * *

(mn) *Suites Hotel or suite Hotel Units.* When a Hotel Unit contains Cooking Facilities it shall be considered as a suite Hotel Unit and shall conform with the following:

* * *

(~~no~~) *Vending Machines.* Permitted as an Accessory Use if the machine(s) is located inside a Building at least ten feet from a window that faces a Street or in a courtyard when the machine(s) cannot be seen from a Street.

* * *

ARTICLE VII. - OFF-STREET PARKING AND LOADING

* * *

Sec. 30-181. - Location, character and size of required Parking spaces.

* * *

(e) ~~Parking Lot aisles in Lots that contain 50 or more spaces shall be numbered. Aisles in Lots that exist prior to the effective date of this ordinance shall be numbered when the Parking Lot is resealed.~~ [Reserved].

* * *

(h) Lighting shall be arranged and designed to prevent glare or excessive light on Adjacent Property and ~~shall not exceed 0.5 foot candles~~ in accordance with Section 8C-3 "Illumination for open parking lots, alleys and access thereto and parking and nonenclosed areas under or within buildings" of the Miami-Dade County Code, as amended.

* * *

* * *

(q) ~~Setback for parking garages in single Family homes. A 20-foot Setback from the garage door to a property line~~[Reserved].

* * *

Sec. 30-194. – Multi-Family Residential district permanent Signs.

* * *

Sec. 30-242. - Artificial turf.

(a) *Definitions* . The following words, terms and phrases when used in this section, shall have the meanings ascribed to them in this section:

(1) *Corner Lot.* A Lot located at the intersection of two streets and abutting such streets on two adjacent sides.

(2) *Artificial Turf.* An artificial product manufactured from synthetic materials that simulates the appearance of natural turf, grass, sod or lawn.

(b) *Installation.*

(1) *Single Family and Two-Family Districts.* Within the VR, VE, IR and PS Districts, Artificial Turf shall not be permitted to be installed within a Front Yard of any Lot, or within a Street Side Yard of a Corner Lot.

(2) *Other Districts.* Within all other zoning districts with the exception of the PROS Public Recreation and Open Space Use District and the GU Government Use District, Artificial Turf shall not be permitted to be installed within a Front Yard, or within a Side Yard facing a Street.

(3) *Exception.* Notwithstanding the provisions of this subsection (b), Artificial Turf may be permitted along a private street or along a private right-of-way so long as it is not seen from the public right of way.

(c) *Installation, Maintenance and Repair.*

(1) No person shall install Artificial Turf without first obtaining a permit from the Village Planning, Building and Zoning Department.

(2) All Artificial Turf shall, at a minimum, be installed according to the manufacturer's specifications.

(4) All seams shall be nailed and glued, not sewn, and edges shall be trimmed to fit against all regular and irregular edges to resemble a natural look.

(5) If Artificial Turf is planned to be installed immediately adjacent to a seawall, the Artificial Turf shall be pinned or staked behind the seawall. No Artificial Turf or installation mechanism shall be attached directly to or placed on a seawall or seawall cap.

(6) Artificial Turf shall be visually level, with the grain pointing in a single direction.

(7) An appropriate solid barrier device (e.g., concrete mow strip, bender board) is required to separate Artificial Turf from soil and live vegetation.

(8) Precautions for installation around existing trees, including a proper radius, shall be provided to ensure that tree roots are not damaged with the installation of the base material and that the overall health of the tree will not be compromised.

(9) All Artificial Turf shall be maintained in a green fadeless condition and shall be maintained free of dirt, animal waste, mud, stains, weeds, debris, tears, holes, and impressions. Maintenance shall include, but not be limited to cleaning, brushing, debris removal; repairing of depressions and ruts to maintain a visually-level surface; elimination of any odors, flat or matted areas, weeds, and evasive roots; and all edges of the Artificial Turf shall not be loose and must be maintained with appropriate edging or stakes.

(10) All Artificial Turf must be replaced if it falls into disrepair with fading or holes or loose areas. Replacement and repairs shall be done with like materials from the same manufacturer and done so in a manner that results in a repair that blends in with the existing Artificial Turf, without any matting.

(11) All Artificial Turf shall be installed on a permeable backing in order to ensure proper drainage.

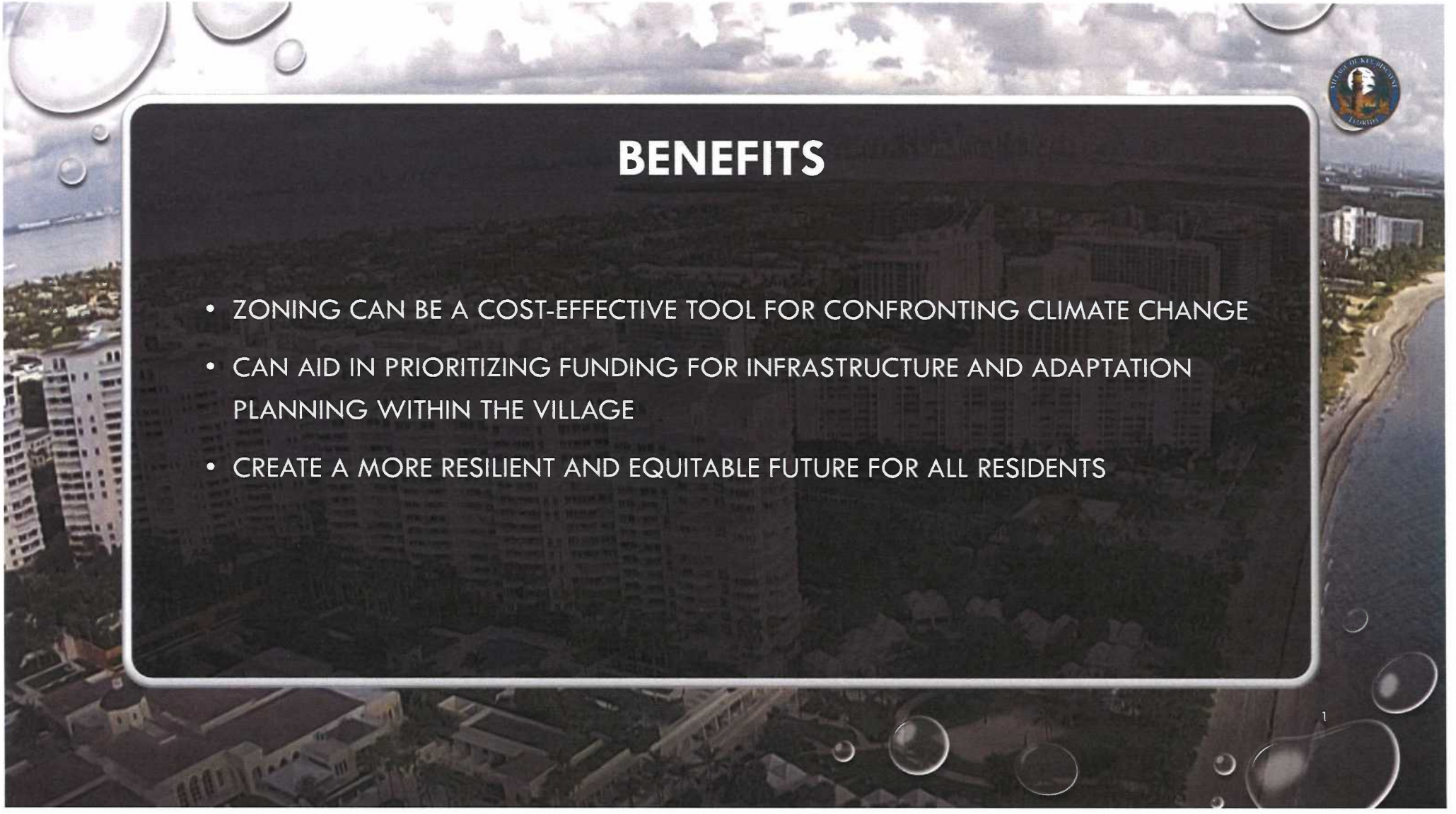
(12) All Artificial Turf shall be of the highest quality available from a list of Village-approved manufacturers, and shall be a natural green color selected from a palette of colors approved by the Village.

* * *

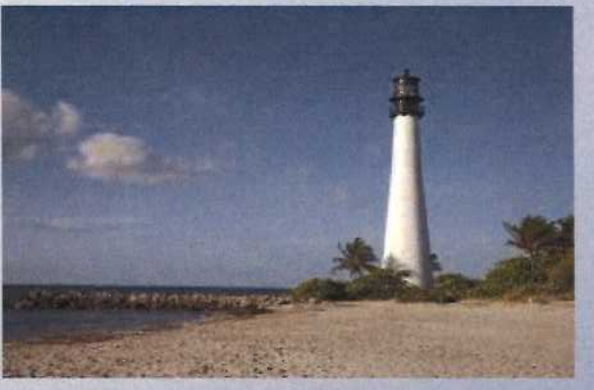
ZONING CODE AMENDMENTS

Village of Key Biscayne

August 24, 2021


BENEFITS
• ZONING CAN BE A COST-EFFECTIVE TOOL FOR CONFRONTING CLIMATE CHANGE
• CAN AID IN PRIORITIZING FUNDING FOR INFRASTRUCTURE AND ADAPTATION PLANNING WITHIN THE VILLAGE
• CREATE A MORE RESILIENT AND EQUITABLE FUTURE FOR ALL RESIDENTS









Zoning and Land Development Regulations promote the health, safety, order, convenience, comfort, and general welfare of the public, and will promote and preserve the character and ecological quality of the Village.

OVERVIEW OF REVISIONS

- GRADING AND DRAINAGE
- DOCKS AND MOORING
- PERVIOUS DRIVEWAY MATERIALS
- DENSE LANDSCAPING
- PARKING SPACES
- DEFINITIONS
- SCRIVENER'S ERRORS
- NON-CONFORMING PROVISIONS
- DUPLEX SUBDIVISION; COVENANT IN LIEU OF UNITY OF TITLE
- SURVEY REQUIREMENTS
- VARIANCE REQUIREMENTS
- ALLOWABLE ENCROACHMENTS INTO REQUIRED YARDS:
  - CANOPIES
  - TEMPORARY STRUCTURES
- SUPPLEMENTAL REGULATIONS

- INTRODUCTION
- SWIMMING POOLS
- SCREEN ENCLOSURE
- GARAGES
- CARPORTS
- FENCES AND WALLS
- GAZEBOS AND ACCESSORY STRUCTURES
- WALKWAYS
- ROOFS, ROOF OVERHANGS, AND ROOFTOP USES
- FOUNTAINS AND DECORATIVE IN-GROUND REFLECTING POOLS
- SHEDS

- INTRODUCTION
- LOT COVERAGE
- F.A.R. BONUSES
- HEIGHTS
- UNDERSTORY
- QUESTIONS/DISCUSSIONS

GUIDING PRINCIPLES

1. COMMUNITY CHARACTER
2. RENEWABLE ENERGY
3. RESILIENCY
4. STORMWATER DRAINAGE

MAXIMUM LOT COVERAGE & GROSS FAR's

STORMWATER DRAINAGE & COMMUNITY CHARACTER

LOT COVERAGE

- NEW BONUS FOR RAINWATER HARVESTING AND RE-USE
  - UP TO A MAXIMUM OF 7% (DEPENDING ON GALLON CAPACITY)
- BASE LOT COVERAGE OF 38% FOR NEW ONE-STORY RESIDENCES
  - MAXIMUM OF 45% WITH BONUS FOR RAINWATER HARVESTING AND RE-USE FOR IRRIGATION OR DRAINAGE BASED ON A ONE-INCH STORMWATER RETENTION
- BASE LOT COVERAGE OF 28% FOR NEW TWO-STORY RESIDENCES
  - MAXIMUM 35% WITH BONUS FOR RAINWATER HARVESTING AND RE-USE FOR IRRIGATION OR DRAINAGE BASED ON A ONE-INCH STORMWATER RETENTION

GROSS F.A.R.

- ONLY 50% INSTEAD OF 100% OF THE AREA OF FIRST FLOOR BALCONIES, PORCHES AND TERRACES WILL NOW BE COUNTED TOWARDS GFA RATIO.



5

FLOOR-AREA-RATIO (F.A.R.) BONUSES

COMMUNITY CHARACTER – RENEWABLE ENERGY – RESILIENCY

GARAGE OR CARPORT

- ❑ A GARAGE OR CARPORT CAN NOW BE BUILT WITHOUT THE NEED FOR A COLUMN IF MAXIMUM WIDTH OF GARAGE OR CARPORT IS 22 FT

SIDE YARD PRIVACY WINDOWS BONUS

- ❑ BONUS FOR TRANSLUCENT WINDOWS FACING AN ADJACENT SIDE PROPERTY THAT ARE 5 FEET ABOVE THE FINISHED FLOOR
- ❑ BONUS FOR HAVING ALL WINDOWS TRANSLUCENT THAT ARE FACING AN ADJACENT SIDE PROPERTY

MOLDINGS OR REVEALS BONUS

- ❑ CALCULATED PER LINEAR FT. INSTEAD OF SQUARE FEET FOR OUTSIDE MOLDINGS OR REVEALS



SOLAR PANELS BONUS

- ❑ FAR BONUS FOR A MINIMUM OF 4KW AND 0.005 FOR EACH ADDITIONAL KW TO A MAXIMUM OF 0.03

FLORIDA FRIENDLY LANDSCAPING BONUS

- ❑ BONUS FOR 20% OF FOR FLORIDA-FRIENDLY PLANTING REQUIREMENT (NATIVE, DROUGHT & SALT TOLERANT)

ROOF GARDEN & ROOFTOP PLANTERS BONUS

- ❑ BONUS FOR HAVING 10% OF ROOF AREA WITH A ROOF GARDEN OR ROOFTOP WITH BUILT-IN PLANTER(S)



Image Source: Brian Bovard, Plant Physiologist
Rooftop Garden in Naples, Florida

HEIGHTS

COMMUNITY CHARACTER – INCREASE RESILIENCY

MAXIMUM EXTERIOR WALL HEIGHT

- 25% OF AN EXTERIOR WALL OR FAÇADE THAT IS MORE THAN 35 FT, SHALL BE SETBACK AT LEAST 2 FT INSTEAD OF 3.

ENTRANCE ELEVATIONS

- ELEVATION OF ENTRANCE TO MAIN PERMITTED USE IN FRONT OR SIDE STREET: AT BASE FLOOD ELEVATION (BFE) OR HIGHER

EXCEPTIONS TO MAXIMUM HEIGHTS

- ELEVATOR TOWERS NOT ALLOWED WITHIN 10 FT. OF ANY EDGE OF BUILDING & WALL HEIGHT MAXIMUM OF 35 FT (FROM BFE)
- 42 INCHES MAX. FOR RAILINGS & BALUSTRADES ABOVE ROOF BEAM
- GABLE END ROOFS: MAXIMUM OF 24 FT WIDE AND 8 FT HEIGHT TO PEAK



Image Source: City of Boston Flood Resilience Guidelines

MAXIMUM BUILDING HEIGHT WILL REMAIN AT 35 FEET

UNDERSTORY

ARCHITECTURAL COMPATIBILITY AND RESILIENCY

- UNDERSTORY AREA(S) ONLY USED FOR STORAGE, PARKING OR ACCESS, MECHANICAL EQUIPMENT, AND NON-ENCLOSED RESTROOMS WHICH ARE NOT AIR-CONDITIONED AND UNDER 600 SF, DO NOT COUNT IN UNIT SIZE CALCULATION. OVER 600 SF COUNTED IN UNIT SIZE CALCULATION
- NON-SUPPORTING BREAKAWAY WALLS, OPEN-WOOD LATTICE WORK, LOUVERS OR SIMILAR ARCHITECTURAL FEATURES ALLOWED IF THEY ARE AT LEAST 50% OPEN ON EACH SIDE
- DOES NOT COUNT IN UNIT SIZE CALCULATION
- ELEVATOR AND STAIR VESTIBULES ALLOWED IF LOCATED CLOSE TO CENTER OF FLOOR PLAN AND IS VISUALLY RECESSIVE; MAXIMUM 3% OF THE LOT AREA AND COUNTED IN THE UNIT SIZE CALCULATION
- ALL PARKING TO BE PROVIDED WITHIN UNDERSTORY AREA; PARKING NOT ALLOWED WITHIN REQUIRED YARD
- ONLY PAVERS OR OTHER SEMI-PERVIOUS MATERIAL ALLOWED WITHIN EXTERIOR WALKWAYS & DRIVEWAYS
- MINIMUM GROUND ELEVATION: 1 FOOT ABOVE CROWN OF ROAD ELEVATION

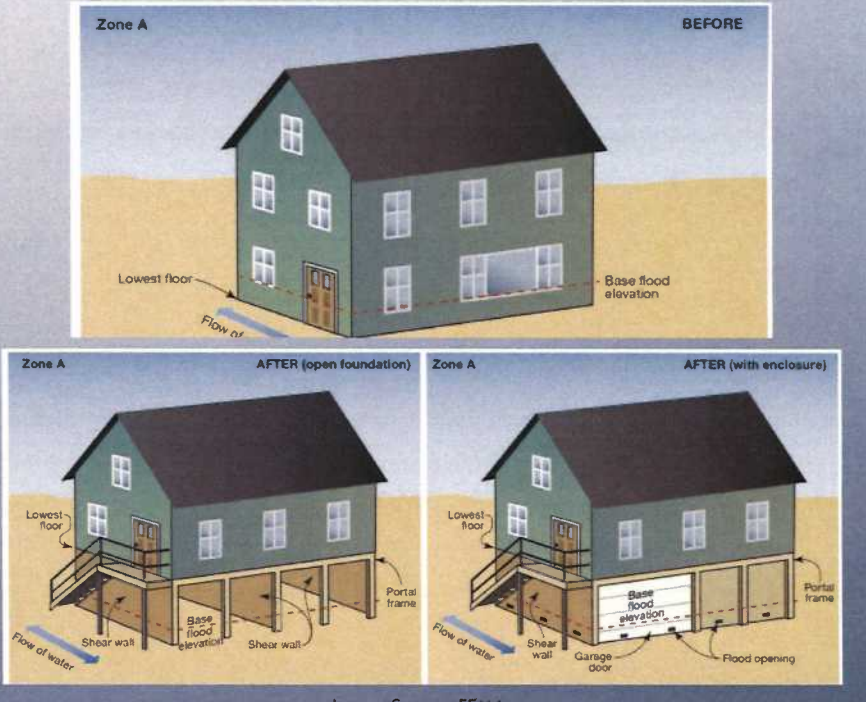


Image Source: FEMA

SWIMMING POOLS & SCREEN ENCLOSURES

STORMWATER DRAINAGE – COMMUNITY CHARACTER

- SEPARATE SECTION FOR SWIMMING POOLS UNDER "ACCESSORY STRUCTURES AND PERMITTED ENCROACHMENTS IN REQUIRED YARDS" WHICH INCLUDES:
  - SAFETY FEATURES
    - SAFETY POOL COVERS WILL NOT BE ACCEPTED BY THE VILLAGE
  - WALLS OR FENCES
    - WALL OR FENCE REQUIRED WHEN THERE IS A SWIMMING POOL
    - COMPLIES IF ADJACENT LOT HAS A FENCE OR WALL
  - POOL EQUIPMENT
    - PERIMETER WALL OR A SOLID FENCE FOR SCREENING
    - A PERIMETER WALL OR SOLID FENCE FULFILLS SCREENING REQUIREMENT WHEN EQUIPMENT IS A 4 FEET OR LESS FROM A PROPERTY LINE



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- MAXIMUM SCREEN ENCLOSURE HEIGHT: 11 FEET



GARAGES & CARPORTS

COMMUNITY CHARACTER

REMOVING LOT WIDTH DISTINCTION

- IF GARAGE DOOR(S) FACE A STREET:
  - SET BACK SHALL BE NO CLOSER THAN MAIN RESIDENCE SETBACK
  - GARAGE DOORS MUST BE COMPATIBLE WITH DOOR AND WINDOW DETAILS
  - MAXIMUM GARAGE WIDTH: 24 FEET
- IF GARAGE DOOR(S) DO NOT FACE A STREET:
  - SETBACK IS 10 FEET MINIMUM
  - WALL FACING STREET SHALL HAVE WINDOWS THAT MATCH THOSE OF THE DWELLING
- OLD LANGUAGE (SEC.30-181(Q)) REMOVED, WHICH REQUIRES A 20-FOOT SETBACK FROM THE GARAGE TO A PROPERTY LINE

HEIGHT, AREA, AND DESIGN

- FOR A PROPERTY WITH A PORCH AND A CARPORT, ONE OF THESE SHALL HAVE A MINIMUM 15-FOOT SETBACK
- ROOFLINE OF CARPORTS SHALL DIFFER HORIZONTALLY OR VERTICALLY FROM THE PRINCIPAL STRUCTURE ROOFLINE
- THE REQUIRED OPEN SIDES MAY BE EMBELLISHED WITH GATES, LATTICEWORK, OR OTHER ARCHITECTURAL DETAIL THAT FOLLOWS LANGUAGE OF THE PRINCIPAL STRUCTURE
- AT LEAST 50% OPEN SURFACE MUST BE PROVIDED



10

FENCES, WALLS, GAZEBOS & ACCESSORY STRUCTURES

COMMUNITY CHARACTER

WOOD FENCES

- ❑ STRUCTURAL SIDE OF FENCE MUST FACE INTERIOR OF THE PROPERTY

MASONRY WALLS

- ❑ SHALL BE STUCCOED AND PAINTED

ALL FENCES AND WALLS

- ❑ NEW FENCE OR WALL ADJACENT TO AN EXISTING FENCE OR WALL: SIDE FACING EXISTING MAY BE LEFT UNFINISHED
- ❑ RECORDED COVENANT REQUIRED PROVIDING THAT IN THE EVENT THE ADJACENT LOT'S FENCE OR WALL IS REMOVED, APPLICANT'S FENCE OR WALL SHALL BE FINISHED ON THE OUTSIDE WITH NEIGHBOR'S CONSENT TO ACCESS AREA

GAZEBOS & ACCESSORY STRUCTURES

- ❑ SIZE: 300 SF WHEN ENCROACHING SETBACKS
- ❑ NO SIZE LIMIT OTHER THAN LOT COVERAGE LIMITS WHEN NOT ENCROACHING INTO REQUIRED DISTRICT SETBACKS
- ❑ MEASURED FROM OUTSIDE ROOFLINE OF ACCESSORY STRUCTURE OR GAZEBO
- ❑ ROOFED OVERHANGS PERMITTED BUT SHALL NOT EXTEND MORE THAN 3.5 FT. FROM THE PROPERTY LINE



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WALKWAYS, ROOFS, ROOF OVERHANGS, AND ROOFTOP USES

STORMWATER DRAINAGE

- FRONT YARD: 5-FT MAXIMUM WIDTH & MINIMUM 5-FT SETBACK FROM FRONT PROPERTY LINE
  - WIDTH MAY BE INCREASED BUT ADDED TO DRIVEWAY WIDTH
  - SUM OF DRIVEWAY & WALKWAY WIDTH GREATER THAN 5 FT SHALL NOT EXCEED MAXIMUM ALLOWABLE DRIVEWAY WIDTH
- SIDE YARD: 3.5-FT MAXIMUM WIDTH WHEN MAIN PERMITTED USE IS AT THE MINIMUM SIDE SETBACK WIDTH.
  - WIDTH OF SIDE YARD AT LOCATION OF THE WALKWAY SHALL BE A MINIMUM OF 4 FT
- REAR YARD: NO RESTRICTION EXCEPT FOR 5-FT DECK SIDE SETBACK WITHIN REAR YARD.

- NO PORTION OF A ROOF, INCLUDING THE GUTTER, SHALL BE PERMITTED TO EXTEND MORE THAN 5 FEET INTO A REQUIRED YARD, NOR MAY ANY PORTION OF A ROOF EXTEND CLOSER THAN 3½ FEET FROM ANY INTERIOR SIDE NOR 2½ FEET FROM A SIDE FACING STREET PROPERTY LOT LINE
- SCUPPER DRAINAGE SYSTEM USED IN CONNECTION WITH A FLAT ROOF CANNOT BE CLOSER THAN 7 FT FROM ANY PROPERTY LINE



FRONT YARD ENCROACHMENTS & SHEDS

STORMWATER DRAINAGE – COMMUNITY CHARACTER

FOUNTAINS

- ❑ NO LIMIT ON THE NUMBER OF FOUNTAINS
- ❑ MAXIMUM TOTAL BASIN AREA OF 100 SF
- ❑ 6 FT ABOVE BFE MAXIMUM HEIGHT
- ❑ 12-INCH MAXIMUM BASE WATERLINE DEPTH

DECORATIVE IN-GROUND REFLECTING POOL

- ❑ NO LIMIT ON THE NUMBER OF DECORATIVE IN-GROUND REFLECTING POOL
- ❑ NOT TO EXCEED 30% OF THE FRONT ZONE
- ❑ MAXIMUM WATERLINE DEPTH OF 1 FT
- ❑ MAXIMUM HEIGHT OF BFE

SHED HEIGHT

- ❑ MAXIMUM 7.5-FT HEIGHT ABOVE THE BASE FLOOD ELEVATION (BFE)



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GRADING AND DRAINAGE & RETAINING WALLS

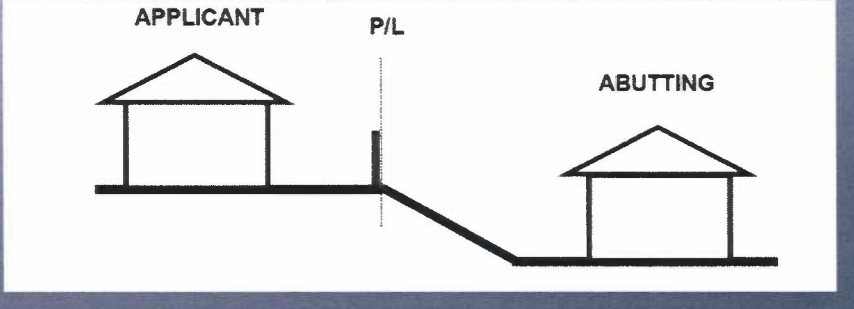
STORMWATER DRAINAGE

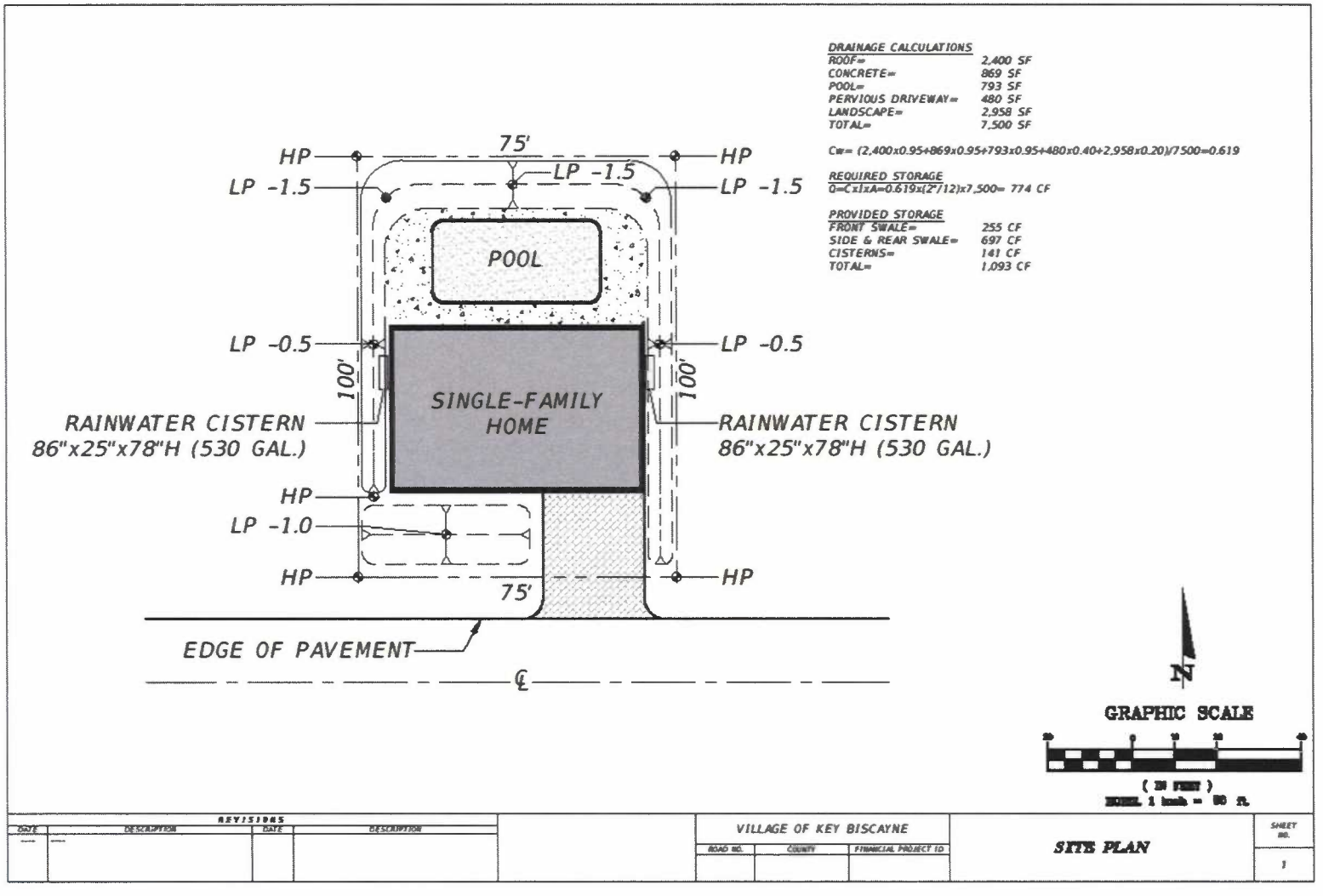
GRADING AND DRAINAGE

- PLANS MUST BE PREPARED BY A PROFESSIONAL ENGINEER, REGISTERED ARCHITECT, OR REGISTERED LANDSCAPE ARCHITECT AND SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AT TIME OF APPLICATION FOR A BUILDING PERMIT.
- GRADING AND DRAINAGE PLANS SHALL BE BASED ON A ONE-INCH RAINSTORM RETENTION.
- DRAINAGE CALCULATIONS, CONTOURS, AND SPOT GRADE ELEVATIONS SHALL BE SHOWN ON PLANS.
- ANY PROPOSED RE-GRADING OF THE SITE MUST BE SHOWN.
- THE FOLLOWING RUNOFF COEFFICIENT SHALL BE USED IN CALCULATING REQUIRED RETENTION VOLUME:
  - ROOF, DRIVEWAY, CONCRETE, POOL 0.95
  - PERVIOUS PAVEMENT, GRAVEL: 0.20
  - LANDSCAPE: 0.10

RETAINING WALLS

- A RETAINING WALL WITH A MINIMUM OF 2 INCHES ABOVE FINAL GRADE SHALL BE REQUIRED TO SUPPORT THE ADDITIONAL ELEVATION TO PROVIDE THE REQUIRED DRAINAGE SWALE IF THE ELEVATION DOES NOT MEET THE ADJACENT ELEVATION OR IS NOT PART OF RETAINING THE WATER ON SITE.
- IF THE RESULTANT PERIMETER GRADE IS ABOVE THE ADJACENT GRADE, A RETAINING WALL SHALL BE PROVIDED TO RETAIN RUNOFF FROM THE PROPERTY.
- IN EITHER CASE, THE RETAINING WALL SHALL BE WATERPROOFED ON THE INTERIOR SIDE.

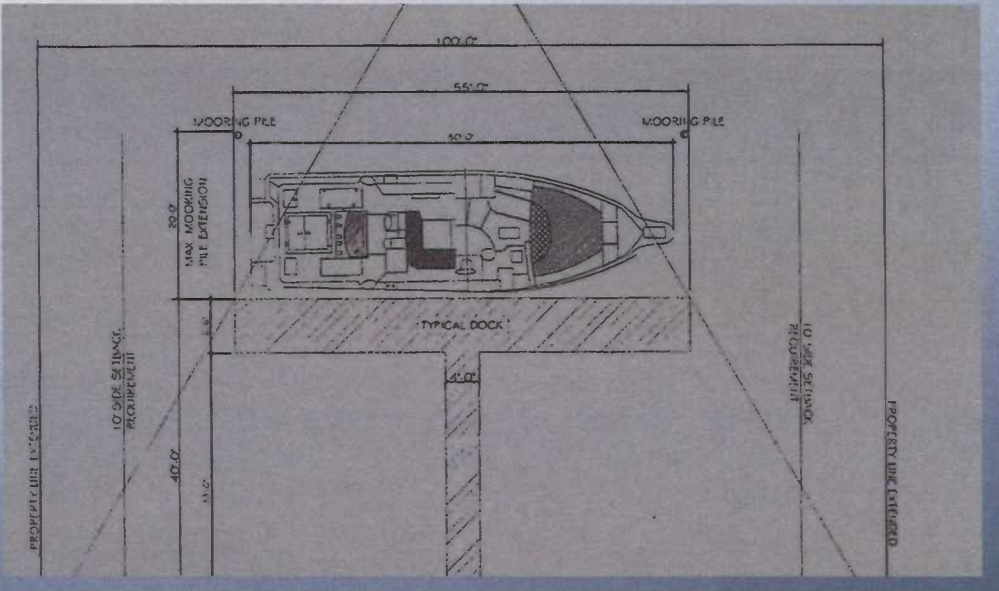



DRAINAGE CALCULATIONS
ROOF= 2,400 SF
CONCRETE= 869 SF
POOL= 793 SF
PERVIOUS DRIVEWAY= 480 SF
LANDSCAPE= 2,958 SF
TOTAL= 7,500 SF
C= (2,400x0.95+869x0.95+793x0.95+480x0.40+2,958x0.20)/7500=0.619
REQUIRED STORAGE
0=CxIxA=0.619x(2"/12)x7,500= 774 CF
PROVIDED STORAGE
FRONT SWALE= 255 CF
SIDE & REAR SWALE= 697 CF
CISTERNS= 141 CF
TOTAL= 1,093 CF
75'
HP
LP -1.5
POOL
LP -0.5
100'
SINGLE-FAMILY HOME
RAINWATER CISTERN
86"x25"x78"H (530 GAL.)
LP -1.0
75'
EDGE OF PAVEMENT
℄
N
GRAPHIC SCALE
REVISIONS
DATE
DESCRIPTION
VILLAGE OF KEY BISCAYNE
ROAD NO.
COUNTY
FINANCIAL PROJECT ID
SITE PLAN
SHEET NO.
1

DOCKS AND MOORING

STORMWATER DRAINAGE

- MINIMUM SETBACK SHALL BE THE SETBACKS **IN THE APPLICABLE ZONING DISTRICT** EXTENDED INTO THE WATER. NO PORTION OF A WATERCRAFT, INCLUDING, BUT NOT LIMITED TO, THE BOW PULPIT, ENGINES, & DIVE PLATFORMS SHALL ENCROACH INTO THE REQUIRED SETBACK.



PERVIOUS DRIVEWAY MATERIALS

STORMWATER DRAINAGE

FOR ALL SINGLE FAMILY AND TWO-FAMILY PROPERTIES:

- ALL DRIVEWAYS SHALL BE PAVED OR COVERED WITH A **COMPACTED PERVIOUS** SURFACE SUCH AS BUT NOT LIMITED TO **PERVIOUS** CONCRETE, PAVERS, BRICKS, TILE, PEA ROCK, GRAVEL AND SIMILAR MATERIALS, BUT NOT ASPHALT.

- APRONS SHALL HAVE THE SAME FINISH AS THE DRIVEWAY.

  - PEAROCK **IS** PERMITTED

DENSE LANDSCAPING

COMMUNITY CHARACTER AND STORMWATER DRAINAGE

FOR ALL SINGLE FAMILY AND TWO-FAMILY PROPERTIES:

- ❑ **A** DENSE LANDSCAPE SCREEN WITH A HEIGHT OF AT LEAST **8** FEET AT TIME OF PLANTING **AND A POTENTIAL HEIGHT OF AT LEAST 10 FEET SHALL BE PLANTED ALONG THE REAR PROPERTY LINE PARALLEL TO THE LINEAR WIDTH OF ANY BUILDING PROJECTION WITHIN THE REQUIRED REAR YARD.**

PARKING SPACES

COMMUNITY CHARACTER AND STORMWATER DRAINAGE

COMMERCIAL PARKING SPACES

- ❑ PARKING SPACE NUMBERING REQUIREMENT **REMOVED**
- ❑ LIGHTING SHALL BE ARRANGED AND DESIGNED TO PREVENT GLARE OR EXCESSIVE LIGHT ON ADJACENT PROPERTY AND **IN ACCORDANCE WITH SECTION 8C-3 "ILLUMINATION FOR OPEN PARKING LOTS, ALLEYS AND ACCESS THERETO AND PARKING AND NON-ENCLOSED AREAS UNDER OR WITHIN BUILDINGS" OF THE MIAMI-DADE COUNTY CODE, AS AMENDED.**
- ❑ 20-FOOT GARAGE SETBACK IN SINGLE FAMILY HOMES **REMOVED.**

DEFINITIONS

COMMUNITY CHARACTER, RENEWABLE ENERGY, RESILIENCY, STORMWATER DRAINAGE

PROPOSED CODE

- ❑ *BALCONY*
- ❑ CANOPY
- ❑ *CARPORT*
- ❑ *LOT COVERAGE*
- ❑ SIGN, REVERSE CHANNEL
- ❑ SIGN, WINDOW
- ❑ TEMPORARY STRUCTURE
- ❑ TERRACE
- ❑ YARD

SCRIVENER'S ERRORS

COMMUNITY CHARACTER, RENEWABLE ENERGY, RESILIENCY, STORMWATER DRAINAGE

PROPOSED CODE

- ❑ SCRIVENER'S ERRORS CORRECTED THROUGHOUT ALL OF CHAPTER 30

NON-CONFORMING PROVISIONS

COMMUNITY CHARACTER, RENEWABLE ENERGY, RESILIENCY, STORMWATER DRAINAGE

❑ *NONCONFORMING BUILDING OR STRUCTURES*

- *INTERNAL AND EXTERNAL REPAIRS, ALTERATIONS & IMPROVEMENTS THAT DO NOT INCREASE SQUARE FOOTAGE PERMITTED*
- *EXPANSIONS THAT EQUAL 50% LESS THAN THAT STRUCTURE'S NET SQUARE FOOTAGE BEFORE IMPROVEMENT: ONLY IMPROVEMENT MUST COMPLY WITH CURRENT REGULATIONS.*
- *EXPANSIONS THAT EQUAL 50% OR MORE THAN THAT STRUCTURE'S NET SQUARE FOOTAGE BEFORE IMPROVEMENT: ENTIRE STRUCTURE PLUS IMPROVEMENT MUST COMPLY WITH CURRENT REGULATIONS.*
- *NET SQUARE FOOTAGE: SQUARE FOOTAGE INDICATED ON THE BUILDING PERMIT OR DETERMINED THROUGH EQUIVALENT EVIDENCE SUCH AS: AERIAL PHOTOS, TAX ROLL INFORMATION, C.U.'S OR C.O.'S OR DESIGN PROFESSIONAL CERTIFICATIONS.*
- *UNSAFE STRUCTURES THAT REQUIRE DEMOLITION SHALL BE REBUILT IN ACCORDANCE WITH CURRENT REGULATIONS*
- *A LEGAL, NON-CONFORMING STRUCTURE MAY CONTINUE TO BE USED AS SUCH IF IT IS NOT DISCONTINUED FOR MORE THAN 6 MONTHS.*
- *DAMAGES TO A LEGAL, NONCONFORMING STRUCTURE THAT IS **LESS THAN 50%** OF THE VALUE OF THE STRUCTURE (BASED ON THE AVERAGE OF 2 INDEPENDENT APPRAISALS): **STRUCTURE MAY BE RECONSTRUCTED UP TO SAME HEIGHT & BUILDING FOOTPRINT EXISTING PRIOR TO DAMAGE.***
  - *PROVIDED THAT AN APPLICATION FOR A BUILDING PERMIT HAS BEEN SUBMITTED WITH 12 MONTHS OF THE DATE OF DAMAGE.*
- *DAMAGES TO A LEGAL, NONCONFORMING STRUCTURE THAT IS **50% OR MORE** OF THE VALUE OF THE STRUCTURE (BASED ON THE AVERAGE OF 2 INDEPENDENT APPRAISALS): **STRUCTURE AND SITE IMPROVEMENTS MUST COMPLY WITH CURRENT REGULATIONS.***

DUPLEX SUBDIVISION; COVENANT IN LIEU OF UNITY OF TITLE

COMMUNITY CHARACTER, RENEWABLE ENERGY, RESILIENCY, STORMWATER DRAINAGE

COVENANT IN LIEU OF UNITY OF TITLE (ADDED TO CURRENT)

- DECLARATION OF RESTRICTIVE COVENANTS THAT CONTAINS THE FOLLOWING:
  - SUBJECT SITE WILL BE DEVELOPED IN ACCORDANCE WITH APPROVED SITE PLAN
  - NO MODIFICATION UNLESS THERE IS WRITTEN CONSENT FROM THEN OWNER(S) OF THE PHASE OR PORTION OF THE PROPERTY FOR WHICH MODIFICATION IS SOUGHT
  - WITH MULTIPLE OWNERSHIPS, EACH OWNER IS BOUND BY THE TERMS, PROVISIONS AND CONDITIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS.
  - "EASEMENT AND OPERATING AGREEMENT" REQUIRED FOR THE CONVEYANCE OF PORTION OR PORTIONS OF A SUBJECT PROPERTY TO OTHER PARTY OR PARTIES.
  - ALL EASEMENT AND OPERATING AGREEMENTS MUST INCLUDE PROVISIONS FOR OPERATION, MAINTENANCE AND DEVELOPMENT.
  - COVENANT SHALL BE IN EFFECT FOR 30 YEARS AND EXTENDED AUTOMATICALLY FOR A SUCCESSIVE PERIOD OF 10 YEARS UNLESS RELEASED IN WRITING BY OWNERS AND VILLAGE MANAGER

SURVEY REQUIREMENTS

COMMUNITY CHARACTER, RENEWABLE ENERGY, RESILIENCY, STORMWATER DRAINAGE

- SITE PLANS SHALL BE ACCOMPANIED BY A CURRENT SURVEY, WHICH SHALL BE LESS THAN 2 YEARS OLD FOR SINGLE FAMILY RESIDENTIAL PROPERTIES AND LESS THAN 3 YEARS OLD FOR ALL OTHER PROPERTIES.
- IF SURVEY IS OLDER THAN THE REQUIRED, BUT CONDITIONS DEPICTED ARE CURRENT, THE APPLICANT MAY SUBMIT A NOTARIZED AFFIDAVIT IN A FORM APPROVED BY VILLAGE ATTORNEY IN LIEU OF A NEW SURVEY.
- UPDATED SURVEY REQUIRED AT TIME OF SETBACK INSPECTION.
- AS-BUILT SURVEY REQUIRED AT TIME OF FINAL INSPECTION.

VARIANCE REQUIREMENTS

COMMUNITY CHARACTER, RENEWABLE ENERGY, RESILIENCY, STORMWATER DRAINAGE

- SUPERVISORY VARIANCES
  - ADDING HEIGHT OF STRUCTURES AND MAXIMUM LOT ELEVATIONS TO TYPES OF SUPERVISORY VARIANCES
  - BZP DIRECTOR MAY WAIVE UP TO 2 FEET OR 10% (WHICHEVER IS **LESS**) FOR SETBACKS, PERVIOUS AREA, SPACING BETWEEN BUILDINGS, PARKING, FLOOR AREA RATIO, LOT COVERAGE, OR MAXIMUM LOT ELEVATION
    - 6 INCHES MAXIMUM FOR HEIGHT OF STRUCTURES
  - THE APPLICANT SHALL NOTIFY EACH ADJACENT OR ABUTTING PROPERTY OWNER OF THE APPLICATION ON A FORM PROVIDED BY THE VILLAGE. THE VILLAGE MAY NOT ACT ON OR MAKE A DECISION ON THE APPLICATION UNTIL AT LEAST 15 DAYS AFTER RECEIPT OF THE DOCUMENTATION NEEDED.

VARIANCE REQUIREMENTS

COMMUNITY CHARACTER, RENEWABLE ENERGY, RESILIENCY, STORMWATER DRAINAGE

- ADMINISTRATIVE VARIANCES
  - ADDING HEIGHT OF STRUCTURES AND MAXIMUM LOT ELEVATIONS TO TYPES OF ADMINISTRATIVE VARIANCES
  - FOR HEIGHT OF STRUCTURES, THE MAXIMUM WAIVER SHALL BE:
    - 12 INCHES
  - CONFIRMATION OF APPLICANT'S NOTIFICATION TO EACH ADJACENT OR ABUTTING PROPERTY OWNER OF THE APPLICATION ON A FORM PROVIDED BY THE VILLAGE. THE VILLAGE MAY NOT ACT ON OR MAKE A DECISION ON THE APPLICATION UNTIL AT LEAST 15 DAYS AFTER RECEIPT OF THE DOCUMENTATION NEEDED.

ALLOWABLE ENCROACHMENTS INTO REQUIRED YARDS (ALL DISTRICTS EXCEPT SINGLE FAMILY & PARKSIDE RESIDENTIAL)

COMMUNITY CHARACTER, RENEWABLE ENERGY, RESILIENCY, STORMWATER DRAINAGE

CANOPIES

- A CANOPY SHALL BE PERMITTED TO EXTEND FROM AN ENTRANCE DOOR **FRONTING A** STREET. THE CANOPY MAY EXTEND TO WITHIN 18 INCHES OF THE **PROPERTY LINE**.

TEMPORARY STRUCTURE

- ANY STRUCTURE THAT IS ERECTED FOR UP TO 180 DAYS OR FOR THE DURATION OF PERMITTED CONSTRUCTION, WHICHEVER IS LONGER.

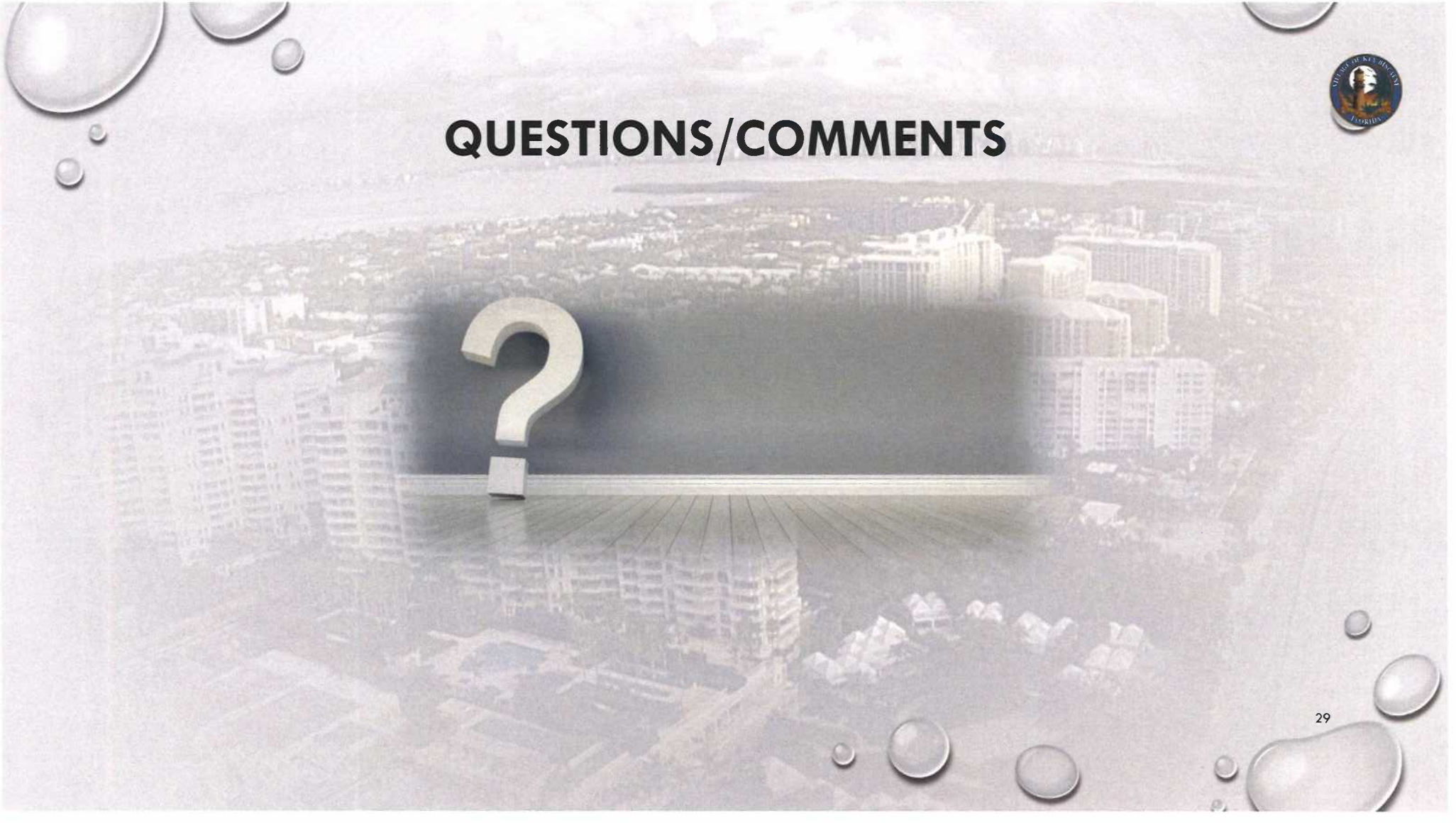
SUPPLEMENTAL USE REGULATIONS

COMMUNITY CHARACTER, RENEWABLE ENERGY, RESILIENCY, STORMWATER DRAINAGE

DUMPSTER ENCLOSURES

- ❑ NOT VISIBLE FROM A PUBLIC R.O.W.
- ❑ HEIGHT: MINIMUM 2 FEET ABOVE TOP OF DUMPSTER(S)
  - ❑ MAXIMUM 8 FEET
- ❑ BASE OF ENCLOSURE: HARD-PAVED SURFACE OF ASPHALT OR POURED CONCRETE THAT IS 24 INCHES LARGER ON ALL SIDES THAN THE DUMPSTER.
- ❑ MINIMUM INSIDE DIMENSION: 6 FEET BY 6 FEET
- ❑ BASED TO BE EQUIPPED WITH A DRAIN TO DRAIN ONLY THE AREA OF THE ENCLOSURE
- ❑ WHEEL STOPS PROVIDED INSIDE ENCLOSURE AT REAR AND SIDES 6 INCHES FROM THE WALLS TO PREVENT CONTAINER FROM MAKING CONTACT WITH THE WALLS.
- ❑ THE FINISH ON THREE SIDES SHALL BE CONCRETE BLOCK, STUCCO, OR PREFABRICATED CONCRETE PANELS, PAINTED TO MATCH THE PAINT COLOR OF THE MAIN USE.
- ❑ GATES SHALL BE ALUMINUM PICKET OR GALVANIZED STEEL WITH SOLID BACKING FOR COMPLETE SCREENING. GATES SHALL BE ATTACHED TO A METAL POST HAVING AT LEAST 3 INCHES IN DIAMETER, WITH AT LEAST 3 HINGES FOR EACH POST AND AN OUTWARD SWINGING DOOR. EACH GATE SHALL HAVE A WHEEL AT THE BOTTOM TO PREVENT IT FROM SAGGING. GATES SHALL HAVE DROP PINS OR RODS TO HOLD THE GATES IN PLACE IN BOTH THE OPEN AND CLOSED POSITION.
- ❑ PROTECTIVE 4-INCH DIAMETER BY 4-FOOT-HIGH SOLID BOLLARDS ARE REQUIRED 2 FEET IN EACH WAY FROM THE FRONT CORNERS OF THE DUMPSTER ENCLOSURE WALL.
- ❑ ENCLOSURES FOR MULTIFAMILY RESIDENTIAL SHALL BE CONSTRUCTED WITH A 32-INCH OPENING WITH A DOOR TO MATCH MATERIAL AND SPECIFICATIONS OF FRONT ENCLOSURE DOORS ON ONE SIDE FOR PEDESTRIAN ACCESS TO DEPOSIT TRASH. A CONCRETE LEVEL WALKWAY SHALL BE PROVIDED FOR THE PEDESTRIAN ACCESS OPENING.

QUESTIONS/COMMENTS



REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: RESOLUTIONS:
Agenda Section:

Subject:
A RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA,
APPROVING A VARIANCE TO ALLOW MAXIMUM WALL HEIGHT OF A THIRD STORY TO ENCROACH INTO MINIMUM SETBACK LINES ON THE PROPERTY LOCATED AT 630 SUNSET CIRCLE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE.
(VILLAGE MANAGER)

(Village staff offers the opportunity for the Council to defer the above resolution to September 8th, 2021.)

Suggested Action:

Attachments:
cm_21-08-24-tab5.pdf

VILLAGE OF KEY BISCAYNE

Village Council

Michael W. Davey, *Mayor*
Edward London, *Vice Mayor*
Frank Caplan
Brett Moss
Luis Lauredo
Allison McCormick
Ignacio J. Segurola

Village Manager

Steven C. Williamson

MEMORANDUM

DATE: August 24, 2021

TO: Steve C. Williamson
Village Manager

THRU: Jake Ozyman, Director
Building, Zoning, and Planning Director

FROM: Olga M. Garcia, AICP, CFM
Zoning Plans Reviewer/Planner

RE: 630 Sunset Circle: Regulatory Variance

APPLICATION SUMMARY

Applicant	3 Peruchos, LLC.
Request	Approval of a variance to allow the maximum wall height of a third story to encroach into the required minimum setback lines along the north and south sides of a proposed single-family residence.
Site Address	630 Sunset Circle
Master Plan	Medium Density Single Family Residential
Zoning District	VE – Village Estate Single Family
File Number	DRY 21-00022
Recommendation	Approval with conditions

EXPLANATION AND ANALYSIS

The Request: The applicant is seeking a variance to construct a new three-story single-family home on an irregularly shaped lot at 630 Sunset Circle ("the Property"). The third story will consist of approximately 565 square feet to allow for additional living area that is otherwise limited by the lot's irregular shape.

Variance Evaluation Criteria: The Village's Zoning Ordinance provides for the granting of variances subject to a finding that the petition meets the following criteria:

Criteria 1 Maintains the basic intent and purpose of the zoning, subdivision, and other land use regulations, which is to protect and maintain the general welfare of the public, particularly as it affects the stability and appearance of the community.

Analysis The subject Property is an existing 9,444 square foot vacant lot. The lot is located south of Sunset Circle, west of Harbor Drive and bounded by single family residential to the east, west, north, and south.

Historically, this Property had a single-family residence that was built in 1964 under the Harbor Cove Subdivision, which is a resubdivision of Hurricane Cove and Matheson Estates subdivisions. Since the creation or platting of Harbor Cove in 1961, the subject Property located on lot 7 as well as the neighboring property on lot 8, are the only two lots within this subdivision with a platted 25-foot front setback line. However, lot 7 is the only lot with a platted 25-foot front as well as rear setback lines.

While the existing platted setback lines require 25-foot front and rear setbacks, the Village of Key Biscayne's Zoning and Land Development Regulations ("the Code") allow for certain encroachments under Section 30-100 (f)(17)). Porches, porte-cocheres, carports, and carport canopies are permitted to encroach 10 feet into any required yard. This would allow for a porch or carport to be situated 15 feet from a front or rear property line.

Additionally, the subject Property has an average lot width of 137.91 feet and 75 feet of depth. With the required front and rear setbacks of 25 feet each and minimum side yards totaling approximately 41 feet, the resultant building footprint of the living area is 90 feet wide by 25 feet deep. The buildable area of this lot would result in a wide and very narrow home. The

narrow depth is further limited by the requirement of three-foot jogs in 25 percent of all wall surfaces.

Per the Building and Wall Height section of the Code under 30-100 (c)(2)(c), the third story of the proposed residence exceeds the maximum building and wall height envelope requirements.

Due to the shape of the Property, extraordinary circumstances exist in creating hardships that would otherwise not exist for a typical property within the residential districts. As a result of the elongated shape of this lot and the configuration of the adjacent properties, the distances from the surrounding neighbors meet the original intent and purpose of the code, which is to maintain and protect the stability and appearance of the community.

Finding Consistent

Criteria 2 Is compatible with the surrounding land uses and would not be detrimental to the community.

Analysis The Medium Density Single Family Residential land use category is intended to allow for the use of single family, detached homes on lots of at least 7,500 square feet of net area. The proposed detached, single-family residence is compatible with the surrounding land uses and as such would not be detrimental to the community.

Finding Consistent

RECOMMENDATION

It is recommended that the Council approve the request subject to recording in the Miami-Dade County Public Records with the following Conditions:

- Porch, carport, and covered terrace must remain as such and not be permitted to be converted into living or habitable spaces unless applicant applies for a variance to replat the Property for deletion or removal of the currently platted setback lines.

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A VARIANCE TO ALLOW MAXIMUM WALL HEIGHT OF A THIRD STORY TO ENCROACH INTO MINIMUM SETBACK LINES ON THE PROPERTY LOCATED AT 630 SUNSET CIRCLE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, 3 Peruchos, LLC ("Applicant") is the owner of 630 Sunset Circle, Key Biscayne, Florida, as more fully described in the legal description attached hereto as Exhibit "A" ("Property"); and

WHEREAS, pursuant to Section 30-63 of the Village Code of Ordinances ("Village Code"), the Applicant has submitted a Planning and Zoning Application, seeking a regulatory variance from the maximum building and wall height envelope requirements of Section 30-100(c)(2)(c) of the Village Code ("Variance") in order to allow for construction of a third story on the property; and

WHEREAS, after proper public notice, the Village Council conducted a public hearing and considered all testimony and other evidence presented and otherwise made part of the record concerning the Variance.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:

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

Section 2. **Findings.** The Village Council finds that the Applicant has met all of the requirements in Section 30-63 of the Village Code. Specifically, the Village Council finds that

the Variance will: (a) result in conditions that maintain and are consistent in all material respects with the intent and purpose of the Village Code, and that the general welfare, stability and appearance of the community will be protected and maintained; and (b) be compatible with the surrounding land uses, and otherwise consistent with the Village Code and the Comprehensive Plan, and will not be detrimental to the community.

Section 3. Approval of Variance. The Village Council hereby approves the Applicant's request to vary the provisions of Section 30-100(c)(2)(c) of the Village Code, subject to the conditions set forth in Section 4 below, to allow the maximum wall height of a third story to encroach into the required minimum setback lines along the north and south sides of the Property as shown on the plan attached hereto as Exhibit "B".

Section 4. Conditions. The approval granted by this Resolution is subject to compliance with the following conditions:

a. The porch, carport, and covered terrace on the Property must remain as such and must not be converted into living or habitable spaces unless the applicant applies for and receives a variance to replat the Property for deletion or removal of the currently platted setback lines.

Section 5. Recording. This Resolution shall be recorded, prior to the issuance of a building permit, by the Applicant at its expense in the public records of Miami-Dade County, Florida. A copy of the proof of recordation shall be submitted to the Village Clerk prior to the issuance of any building permits.

Section 6. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2021.

MICHAEL W. DAVEY, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

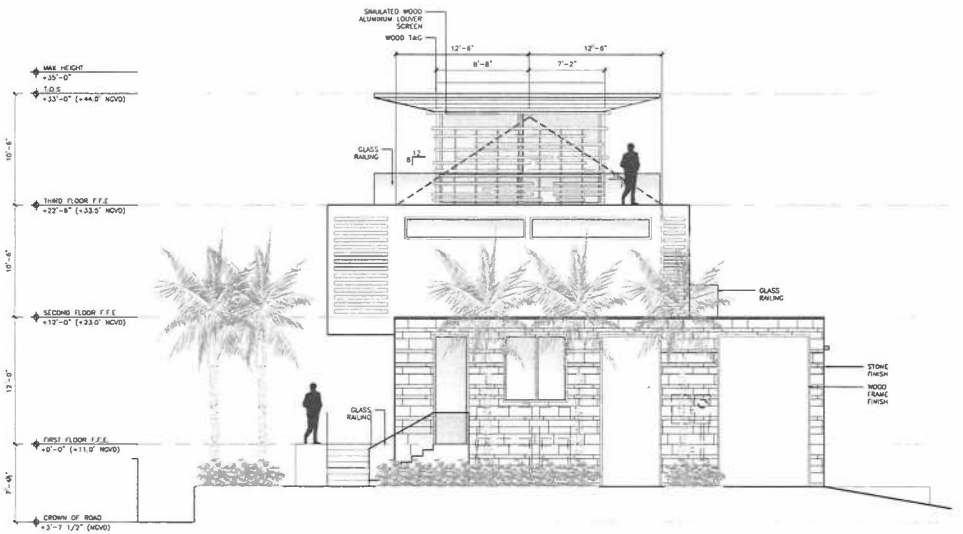
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

EXHIBIT "A"

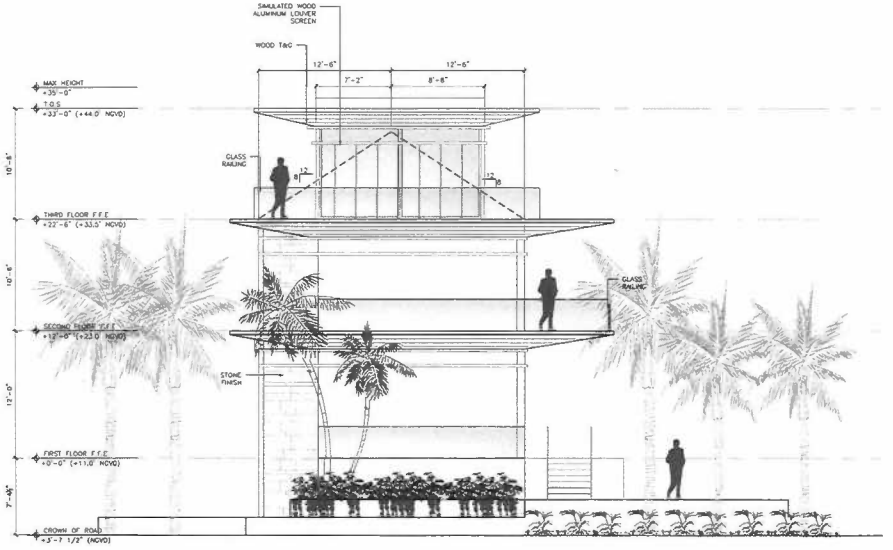
LEGAL DESCRIPTION

Lot 7 of REVISED PLAT OF HARBOR COVE, according to the Plat thereof as recorded in Plat Book 76, at Page 12, of the Public Records of Miami-Dade County, Florida



SIDE ELEVATION(EAST)

3/16" = 1'-0"



SIDE ELEVATION(WEST)

3/16" = 1'-0"

THE WEBER STUDIO

AA26002033

REGULATORY VARIANCE SUBMITTAL SEP 7 2021-06-24

ISSUANCES

DATE 06-24-2021

A4.2

EXHIBIT B

THE WEBER STUDIO
ARCHITECTURE

August 6, 2021

RE: **Letter of Intent: Regulatory Variance Request**

PROJECT: 630 Sunset Circle
Key Biscayne, Florida 33149

RECEIVED
Village of Key Biscayne
Zoning Hearing Date
By: 8/9/2021
No. RVDRY21-00022

The Honorable Mayor, Vice Mayor and Village Council of Key Biscayne,

The owner of the above referenced property is seeking a *Regulatory Variance* to construct a new single-family residence on an irregularly shaped lot. Due to the shape of the property, extraordinary circumstances exist creating hardships that would otherwise not exist for a typical property within the residential districts.

This *Regulatory Variance* request is for the construction of the third floor. Per *Section 30-100 (c) (2)(c)-Building and Wall Height*, the third story of the proposed residence exceeds the maximum building & wall height envelope requirements. However, without this additional area, the allowable FAR would be otherwise unusable. We are requesting the relaxation of the above referenced ordinance.

The proposed residence is compatible with the surrounding land uses and would not be detrimental to the community. Due to the elongated shape of the lot and the configuration of the adjacent properties, the distances from the surrounding neighbors meet the original intent and purpose of the code.

Please review the design drawings and documents depicting the proposed residence and demonstrating these hardships.

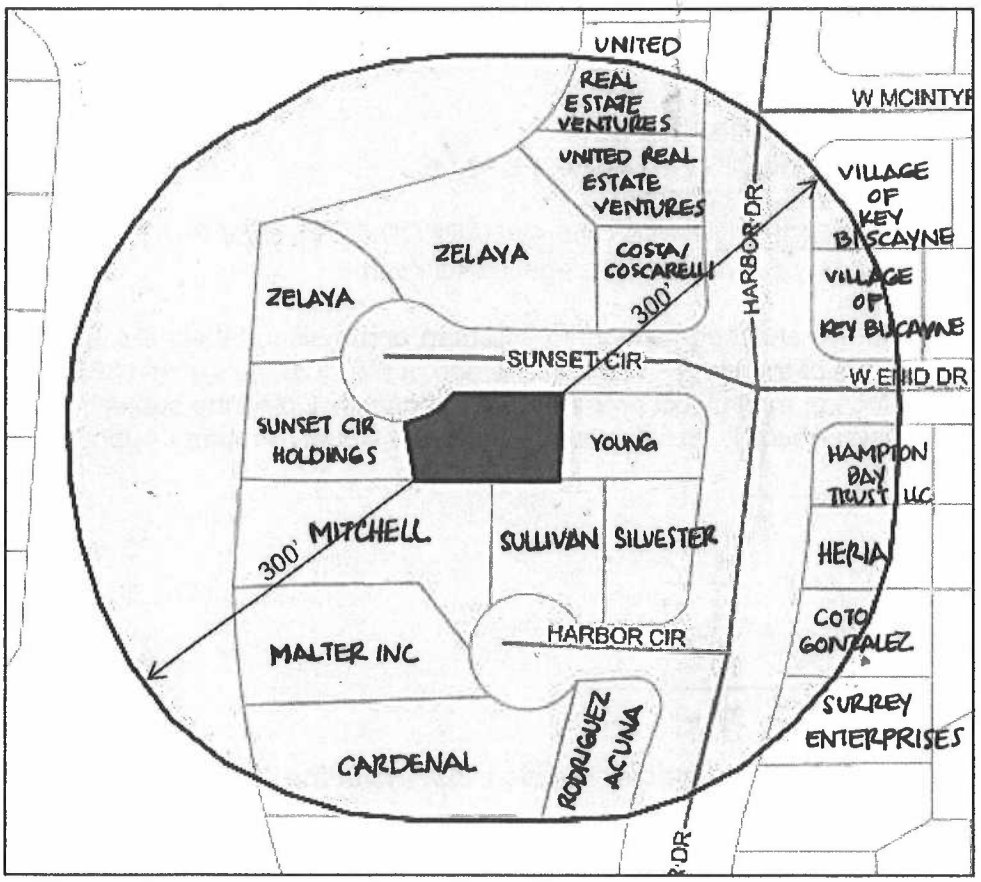
Should you have any questions, please do not hesitate to contact our office. Thank you in advance for your time.

08/09/2021

Thomas Weber, Architect
The Weber Studio, LLC

104 CRANDON BLVD., SUITE 414, KEY BISCAYNE, FL 33149
(305)361-9935 OFF. (305)361-9986 WEBERSTUDIOMIAMI.COM

300' RADIUS MAP



SUBJECT: 630 Sunset Circle, Key Biscayne, FL 33149
FOLIO NUMBER: 24-5205-013-0070
ABBREV. LEGAL DESCRIPTION: 5 & 6 55 42 HARBOR COVE REV PLAT PB 76-12 LOT 7 - Please refer to Boundary Survey for Full Legal Description

rdr miami | public hearing notification services
certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting
rdrmiami.com | diana@rdrmiami.com | 305.498.1614

June 18, 2021

Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

Re: Property owners within 300 feet of:
SUBJECT: 630 Sunset Circle, Key Biscayne, FL 33149
FOLIO NUMBER: 24-5205-013-0070
ABBREV. LEGAL DESCRIPTION: 5 & 6 55 42 HARBOR COVE REV PLAT PB 76-12 LOT 7 - Please refer to a Boundary Survey for Full Legal Description

This is to certify that the attached ownership list, map and mailing labels are a complete and accurate representation of the real estate property and property owners within 300 feet radius of the external boundaries of the subject property listed above, including the subject property. This reflects the most current records on file in the Miami-Dade County Property Appraisers' Office.

Sincerely,

Diana B. Rio

Total number of property owners without repetition: **19, including 1 international**

Rio Development Resources, LLC ("RDR") has used its best efforts in collecting the information published in this report and the findings contained in the report are based solely and exclusively on information provided by you and information gathered from public records and that local government. By acceptance of this report, you agree to hold RDR harmless and indemnify RDR from any and all losses, damages, liabilities and expenses which can be claimed against RDR caused by or related to this report.

SKETCH OF SURVEY

PREPARED BY:

GUNTER GROUP, INC.

LAND SURVEYING - LAND PLANNING

FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB 4507

9350 S.W. 22nd TERRACE

MIAMI, FLORIDA 33165

(305) 220-0073

NORTH

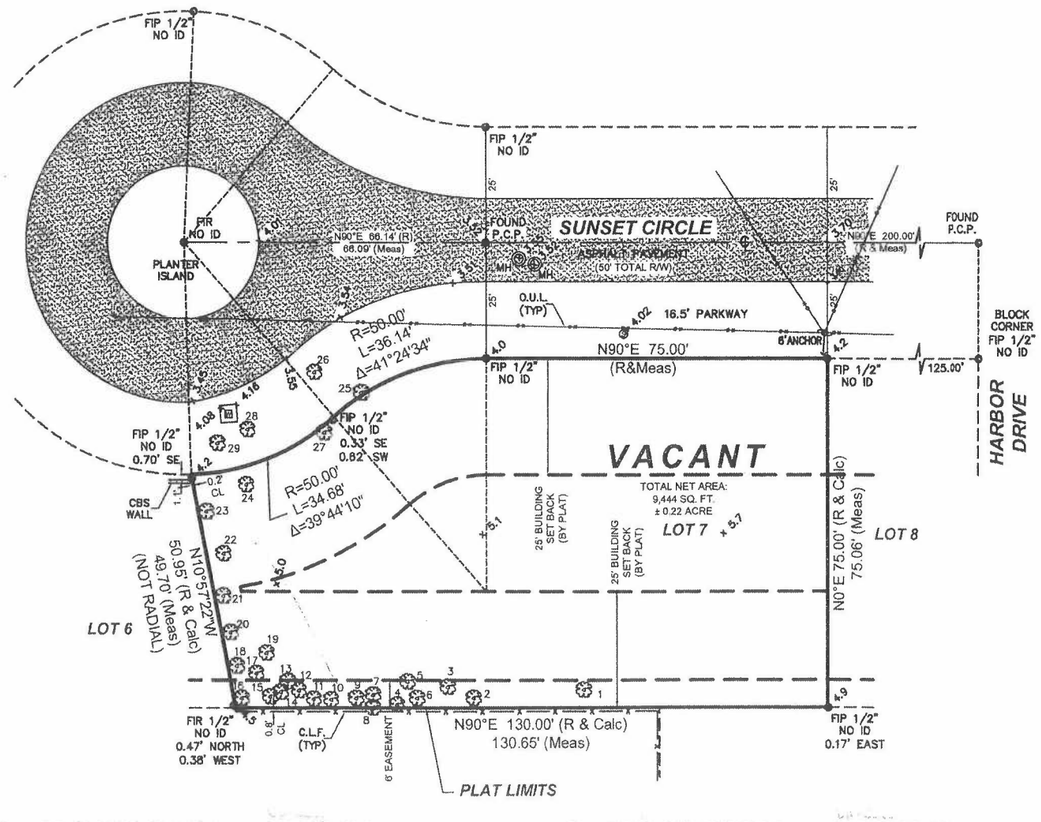
SCALE 1" = 20'

ABBREVIATIONS:

R/W	RIGHT OF WAY
(Meas)	MEASURED
(R)	RECORD
FIP	FOUND IRON PIPE
FIR	FOUND REBAR
CBS	CONCRETE BLOCK AND STUCCO
P.C.P.	PERMANENT CONTROL POINT
O.U.L.	OVERHEAD UTILITY LINE
I.D.	IDENTIFICATION
CL	CLEAR
(TYP)	TYPICAL
C.L.F.	CHAIN LINK FENCE
R=	RADIUS
L=	ARC LENGTH
Δ=	INTERIOR ANGLE OF CURVE

LEGEND:

- ℄ – CENTER LINE
- WM – WATER METER
- PP – WOOD POWER POLE
- S – SEWER
- x 0.00 – EXISTING ELEVATION
- MH – MANHOLE
- – UTILITY ANCHOR



TREE NOTE:

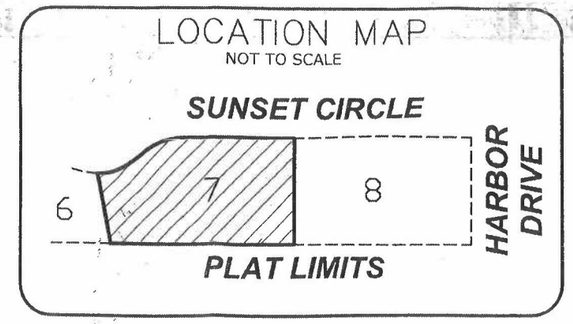
THERE ARE OTHER SHRUBS ON THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY. ONLY TREES WITH A MINIMUM OF 4 INCHES IN DIAMETER OF THE TRUNK AT 4 FEET FROM THE GROUND ARE SHOWN ON THIS SURVEY. TREES SHOWN HEREIN ARE FOR INFORMATIONAL PURPOSE ONLY. CONSULT A BOTANIST, ARBORIST AND/OR LANDSCAPE ARCHITECT FOR MORE SPECIFIC INFORMATION ON THE TREES SPECIES.

TREE TABLE

No.	Name	Diameter	Height	Spread
1	Gumbo Limbo	36"	32'	30'
2	Gumbo Limbo	30"	25'	20'
3	Gumbo Limbo	24	32'	32'
4	Palmetto	12"	30'	18'
5	Palmetto	9"	25'	20'
6	Palmetto	9"	15'	12'
7	Palmetto	9"	10'	14'
8	Palm	7"	20'	14'
9	Palm (2 Trunk)	30"	30'	18'
10	Palmetto	10"	25'	18'
11	Palmetto	12"	14'	14'
12	Palm	11"	35'	20'
13	Palm	11"	32'	18'
14	Palm (2 Trunk)	38"	32'	22'
15	Palm	9"	30'	18'
16	Palm	9"	25'	20'
17	Coconut	14"	35'	22'
18	Palmetto	14"	25'	18'
19	Palm	16"	7'	10'
20	Palm	18"	12'	18'
21	Palm	18"	12'	18'
22	Coconut	14"	25'	20'
23	Coconut	11"	25'	20'
24	Coconut	11"	30'	20'
25	Locust	9"	18'	20'
26	Coconut	10"	22'	24'
27	Casia	9"	20'	26'
28	Coconut	12"	30'	20'
29	Yellow Tabebula	9"	14'	12'

LOCATION MAP

NOT TO SCALE



PROPERTY ADDRESS:

630 Sunset Circle Key Biscayne, Florida 33149.

LEGAL DESCRIPTION:

Lot 7, of REVISED PLAT OF HARBOR COVE; according to the Plat thereof as recorded in Plat Book 76, at Page 12, of the Public Records of Miami-Dade County, Florida.

FOR:

Daniela Izquierdo.

SURVEYOR'S NOTES:

1) This survey was conducted for the purpose of a "Topographic Survey" only and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other entity.
2) The accuracy obtained by measurements and calculations on this survey, meets and exceeds the Standards of Practice requirements for a Suburban area (1 foot in 7,500 feet) as specified in Chapter 5J-17, Florida Administrative Code.
3) Bearings shown hereon are based on an assumed meridian of N90°E along the front boundary line of the subject property.
4) The North arrow direction shown herein is based on an assumed Meridian.
5) In some cases graphic representation have exaggerated to more clearly illustrate a particular area where dimensions shall have preference over graphic location.
6) Legal description was provided by the client and is subject to any dedications, limitations, restrictions reservations or easements of record.
7) Examination of the Abstract of Title will have to be made to determine recorded instruments, if any affecting the property; search of Public Records not performed by this office.
8) No effort was made by this office to locate any underground utilities and/or structures within or abutting the subject property.
9) This survey has been prepared for the exclusive use of the entities named hereon only and the certifications hereon do not extend to any unnamed parties.
10) This survey was performed for a real estate transaction only, not intended for architectural, engineering or construction purposes.
11) Elevations shown referred to National Geodetic Vertical Datum 1929, Miami-Dade County benchmark No. KB-53-R, elevation 4.05 feet; located at 19.00 feet North of center line of Beachwood Drive and 81.00 feet East of the center line of Harbor Drive; (PK nail and aluminum washer set in concrete support of fire hydrant).
12) According to the National Flood Insurance Program the subject property falls in Community No. 120648, Panel No. 0483, Suffix L, Date of FIRM 09-11-2009, Flood Zone AE, Base Flood Elevation: 10 feet.
13) Contact the appropriate authorities prior to any design work on the hereon-described parcel for Building and Zoning information.
14) Professional Land Surveyor and Mapper in responsible charge: Rolando Ortiz LS 4312, State of Florida.
15) This survey is not valid without the signature and the raised seal of a Florida Licensed Land Surveyor and Mapper.

I hereby certify to 1) Daniela Izquierdo; 2) Old Republic National Title Insurance Company; 3) Halpern Rodriguez, LLP; that the Sketch of Topographic Survey of the described property is true and correct to the best of my knowledge and belief, as recently surveyed and platted under my direction; also that meets the Standards of Practice set in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

Up-Date: 01-29-2021
Up-Date: 08-22-2016
Date: 08-18-2016
Job No.: 16-30790
Sketch No. 28351

By: Rolando Ortiz LS 4312
Professional Land Surveyor
& Mapper, State of Florida.

NEW SINGLE FAMILY RESIDENCE AT:

630 SUNSET CIR,
KEY BISCAYNE FL 33149

FOLIO: 24-5205-013-0070



06/28/2021

THE WEBER STUDIO

REGULATORY VARIANCE SUBMITTAL SET: 2021-06-24

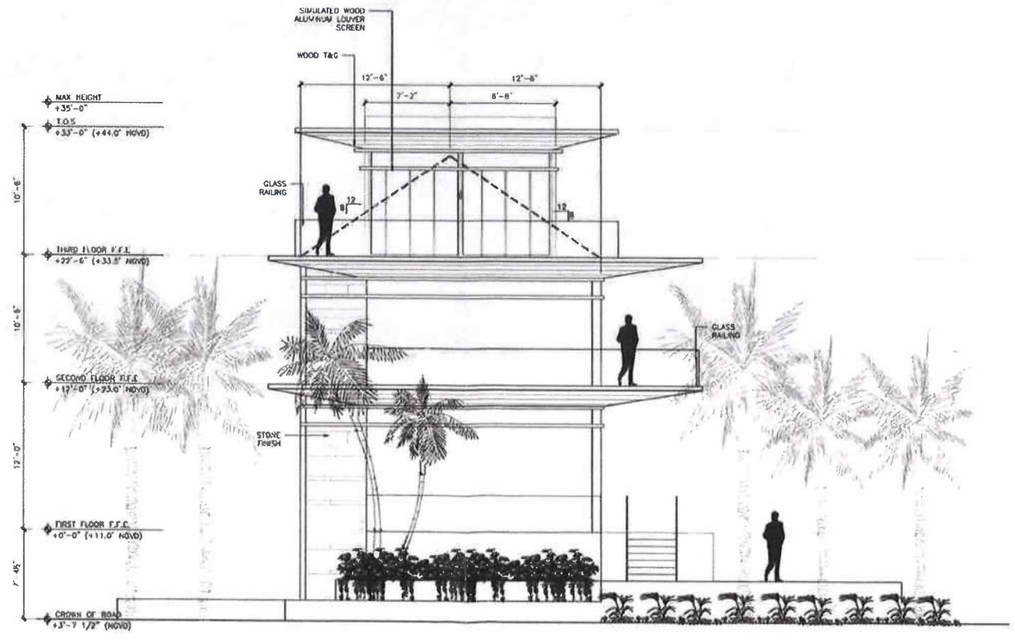
COVER SHEET

FRONT COVER SHEET



SIDE ELEVATION

3/16" = 1'-0"



SIDE ELEVATION

3/16" = 1'-0"

TRYON F. WEBER ARCHITECT AR 91574

THE WEBER STUDIO
AA26003025
100 CRANDON BLVD. SUITE 104
KEY BISCAYNE, FLORIDA 33149
www.weberstudiomiami.com
305.361.9936-305.361.9985

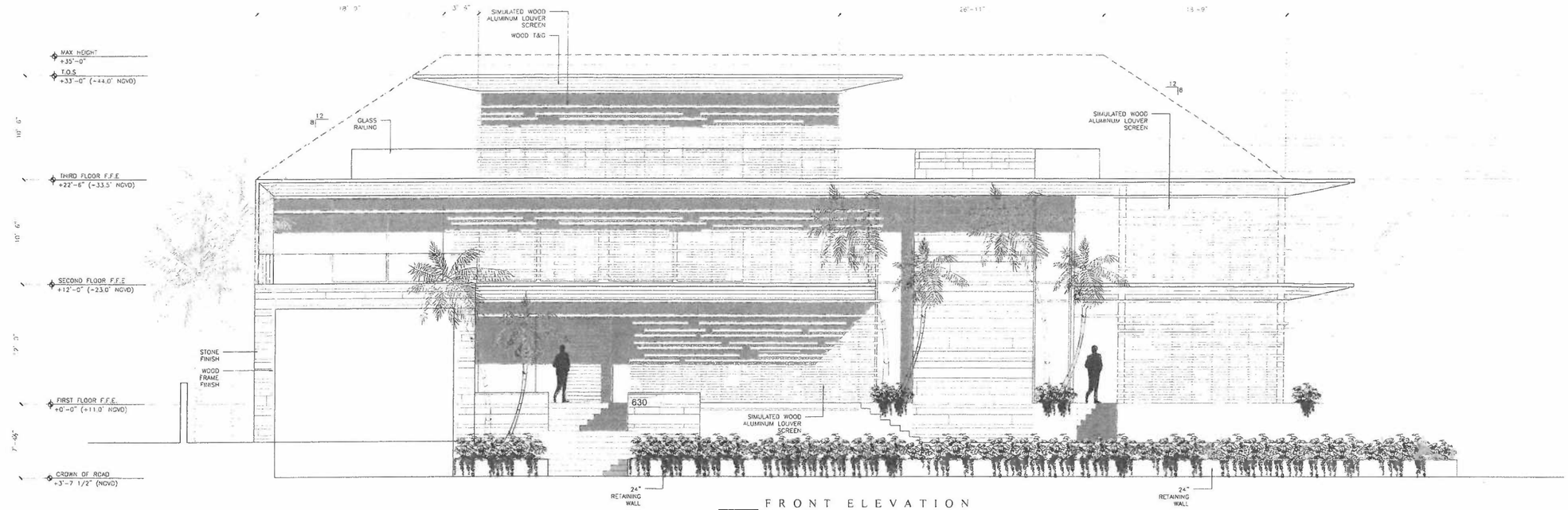
REGULATORY VARIANCE SUBMITTAL
2021-06-24

6,535 RESIDENTIAL
630 SUNSET CIR., KEY BISCAYNE, FL 33149
FOLIO: 24-4109-041-1400

ELEVATIONS

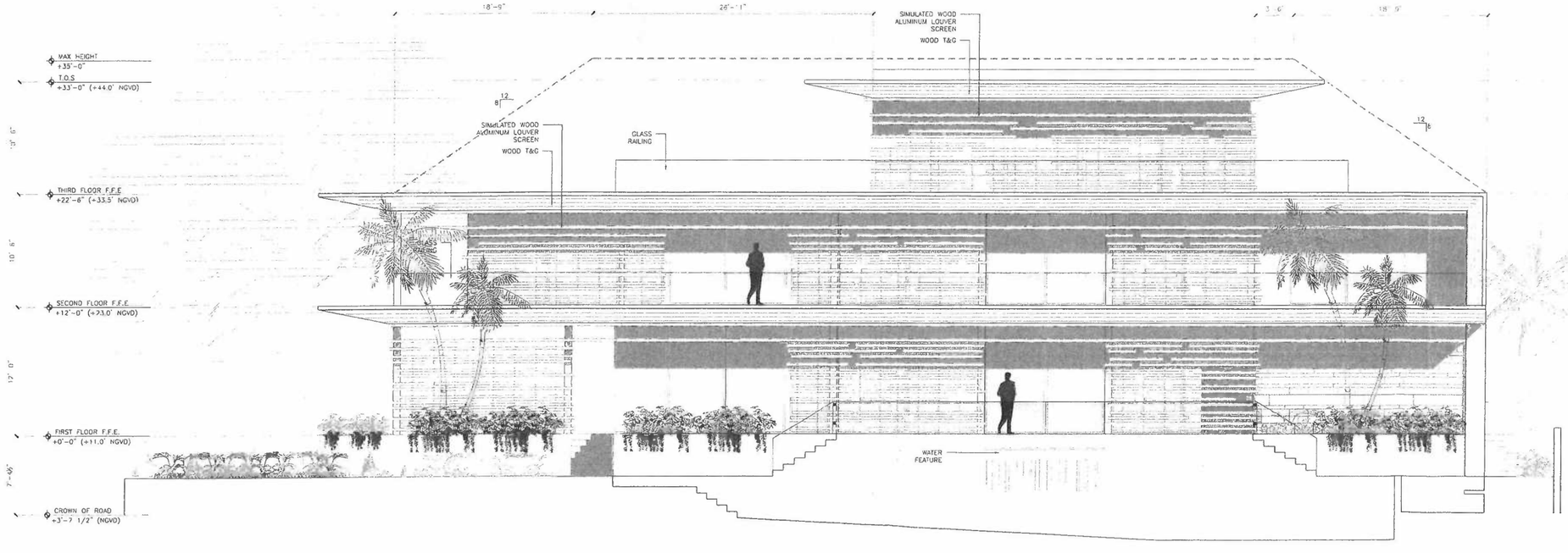
DATE	06-24-2021
DRAWN BY	TWB
REVISION	DATE

A4.2



FRONT ELEVATION

3/16" = 1'-0"



REAR ELEVATION

3/16" = 1'-0"

THOMAS E. WEBER
ARCHITECT
AR 0012

THE WEBER STUDIO
AA26002025
164 PALMOS BLVD, SUITE 444
KEY BISCAYNE, FLORIDA 33149
www.weberstudiomiami.com
305.361.9935o 305.361.9986

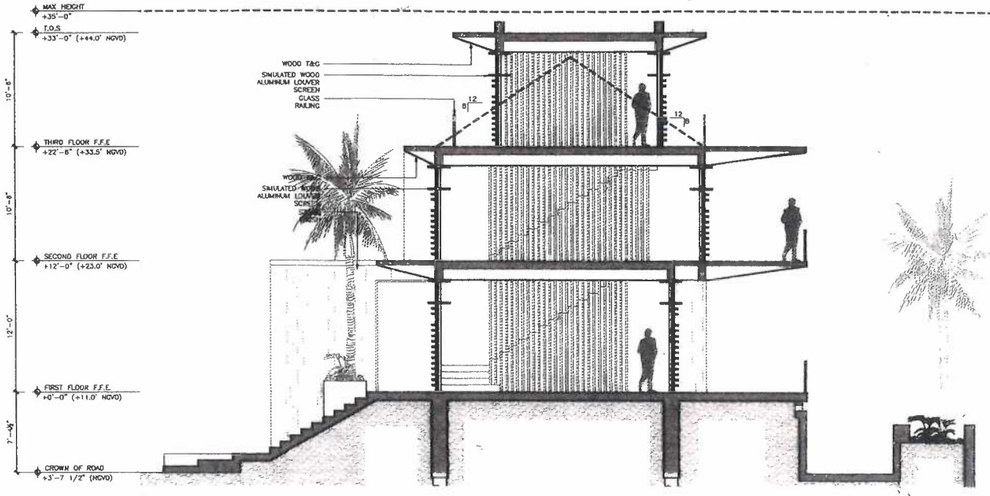
REGULATORY VARIANCE SUBMITTAL
2021-06-24

6TH SUNSET, LLC - KEY BISCAYNE, FL 33149
LOT 1, BLK 24, PB 11-49

ELEVATIONS

DATE	09-24-2021
DRAWN BY	JR/SA
REVISION	DATE

A4.1



SECTION

3/16" = 1'-0"

08/26/2021

THE WEBER STUDIO

REGULATORY VARIANCE SUBMITTAL SET 2021-06-24

SECTION

A5.1

06/28/2021

XACUR RESIDENCE

630 SUNSET CIR.
KEY BISCAYNE , 33149

ARCHITECT:

THE WEBER STUDIO
AA26002025
136 CRANDON BLVD, SUITE 411
KEY BISCAYNE, FL 33149
305.361.9936 O 305.361.9966 F

CONSULTANTS:



LOCATION SKETCH
(NOT TO SCALE)

FOLIO NUMBER & LEGAL DESCRIPTION

FOLIO # : 24-5205-013-0070

LEGAL DESCRIPTION:
5 & 6 55 42
HARBOR COVE REV PLAT PB 76-12
LOT 7
LOT SIZE 9450 SQ FT M/L
FAU 24 5205 013 0080

CODE SUMMARY:

APPLICABLE CODES:
FLORIDA BUILDING CODE, - 2020
FLORIDA BUILDING CODE, RESIDENTIAL - 2020
FLORIDA FIRE PREVENTION CODE - 7TH EDITION
VILLAGE OF KEY BISCAYNE - ZONING CODE
MIAMI-DADE COUNTY CODES & ORDINANCES

APPLICABLE CODES ALL REQUIREMENTS OF LOCAL, STATE & NATIONAL ORDINANCES, REGULATIONS & CODES PERTAINING TO BUILDING & TO THE PRESERVATION OF PUBLIC HEALTH & SAFETY SHALL BE STRICTLY OBSERVED BY THE GENERAL CONTRACTORS & ALL SUB-CONTRACTORS. THE FLORIDA BUILDING CODE (FBC) LATEST EDITION & ALL APPLICABLE LOCAL, NATIONAL AND/OR STATE CODES SHALL BECOME PART OF THESE PLANS AS IF BOUND HEREIN.

SCOPE OF WORK:

NEW TWO STORY RESIDENCE

THE FOLLOWING ITEMS SHALL REQUIRE A SEPARATE PERMIT:
- ALL WORK IN THE CITY RIGHT OF WAY
- EXTERIOR DOORS & WINDOWS
- ROOFING/WATERPROOFING
- FENCES
- PREFABRICATED STAIRS
- RAILINGS
- POOL
- SPA
- WATER FEATURE

OCCUPANCY TYPE: (PER FBC-8 CHAPTER 3)

R-3 - RESIDENTIAL DWELLING (EXISTING/NO CHANGE)

TYPE OF CONSTRUCTION

II-B

ZONING INFORMATION:

ZONING DESIGNATION: VE

FLOOD INFORMATION:

ZONE "AE"

PROPOSED 1st FLOOR FIN. FLOOR ELEV. = +11.00' NGVD

GENERAL NOTES

1. THESE DOCUMENTS, AS INSTRUMENTS OF SERVICE, ARE THE PROPERTY OF ARCHITECT AND MAY NOT BE USED OR REPRODUCED IN ANY MANNER WITHOUT EXPRESSED WRITTEN CONSENT.

2. NO DEVIATIONS FROM THESE PLANS ARE TO BE MADE, IN ANY WAY, WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE ARCHITECT.
OWNER. ALTERNATE EQUIPMENT MAY ONLY BE SUBSTITUTED WITH WRITTEN APPROVAL OF THE ARCHITECT/OWNER.

3. THE GENERAL CONTRACTOR (G.C.) IS TO PROVIDE, LOCATE AND BUILD INTO THE WORK ALL SUPPLEMENTARY MATERIALS (INSERTS, ANCHORS, ANGLES, PLATES, OPENINGS, SLEEVES, HANGERS, SLAB DEPRESSIONS, PITCHES, ETC.) AS REQUIRED TO PROPERLY INSTALL, SUPPORT, BRACE, AND SHORE ALL BUILDING COMPONENTS WITHIN THE SCOPE OF THE PROJECT.

4. IT IS NOT THE INTENT OF THESE DOCUMENTS TO SHOW EVERY MINOR CONSTRUCTION DETAIL. THE G.C. IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS REQUIRED TO COMPLETE ALL BUILDING SYSTEMS AND PROVIDE ALL NECESSARY APPURTENANCES FOR EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER WITH QUALITY CRAFTSMANSHIP WITHOUT INCREASING THE CONTRACT SUM OR CONTRACT COMPLETION DATE.

5. THE G.C. IS TO OBTAIN ALL REQUIRED PERMITS FOR THE CONSTRUCTION, FINISHING AND OCCUPANCY OF THE PROJECT.

6. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2014, CITY ORDINANCES, AND COUNTY AMENDMENTS.

7. ALL WORK DESCRIBED IN THESE DOCUMENTS MUST BE PERFORMED BY CONSTRUCTION PROFESSIONALS LICENSED & INSURED IN THE STATE OF FLORIDA (F.B.C. REQUIRED). ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE AND F.B.C., LATEST EDITION.

8. IT IS THE INTENT OF THE ARCHITECT THAT THIS WORK CONFORM WITH ALL REQUIREMENTS OF THE BUILDING AUTHORITIES HAVING JURISDICTION OVER THIS TYPE OF CONSTRUCTION AND OCCUPANCY. THE G.C. SHALL NOTIFY THE ARCHITECT/ENGINEERS OF RECORD IMMEDIATELY IF ANY DISCREPANCIES ARE ENCOUNTERED BETWEEN THE DRAWINGS AND THESE REQUIREMENTS. ANY DISCREPANCIES SHALL BE RESOLVED BY THE ARCHITECT/ENGINEER, OWNER OF RECORD PRIOR TO PROCEEDING WITH THE WORK.

9. (OMITTED)

10. THESE DRAWINGS ARE NOT TO BE SCALED. USE DIMENSIONS AND INFORMATION SHOWN. ALL DIMENSIONS ARE FRAME TO FRAME, TO STRUCTURE, OR TO CENTERLINE, UNLESS OTHERWISE NOTED. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN FIELD AND REPORT ANY DISCREPANCIES TO ARCHITECT FOR ACTION.

11. THE G.C. SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE BEFORE STARTING ANY WORK. BRING ALL DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT BEFORE BEGINNING ANY WORK.

12. THE G.C. SHALL PROMPTLY NOTIFY THE ARCHITECT IN WRITING OF THE EXISTING OF ANY OBSERVED VARIATIONS BETWEEN THE CONTRACT DOCUMENTS AND THE APPLICABLE CODES OR ORDINANCES.

13. ALL WORK DONE UNDER THE SUPERVISION OF THE G.C. SHALL BE IN A NEAT AND WORKMANLIKE MANNER IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL GOVERNING AGENCIES HAVING JURISDICTION.

14. THE G.C. SHALL REPAIR ALL DAMAGE TO THE EXISTING BUILDING DURING CONSTRUCTION RESULTING FROM LACK OF CARE AND DUE DILIGENCE AND MAY NOT CLAIM MONETARY DAMAGES OR TIME DELAYS AGAINST THE CONTRACT SUM OR CONTRACT COMPLETION DATE FOR THAT WORK.

15. THE G.C. SHALL COORDINATE AND SCHEDULE THE WORK OF ALL TRADES TO INSURE THAT THE PROJECT IS COMPLETED BY THE CONTRACT COMPLETION DATE.

16. PRIOR TO COMMENCING WORK, THE G.C. SHALL VERIFY THE LOCATION OF ALL EQUIPMENT TO BE REMOVED/RELOCATED. REMOVALS SHALL BE COORDINATED WITH THE OWNER.

17. THE G.C. SHALL PROVIDE AN ON-SITE DUMPSTER IN A LOCATION COORDINATED WITH THE BUILDING MANAGEMENT FOR THE DISPOSAL OF REMOVED MATERIAL/CONSTRUCTION DEBRIS. THE DUMPSTER SHALL BE EMPTIED PERIODICALLY TO PREVENT OVERFLOW AND UNSIGHTLY CONDITIONS.

18. THE G.C. SHALL PROVIDE THE ARCHITECT WITH REDLINE AS-BUILT DRAWINGS FOR ALL FIELD CHANGES/ADDITIONS TO THE WORK INCLUDED IN THE DRAWINGS.

19. THE G.C. SHALL PROVIDE AN ITEMIZED COST BREAKDOWN OF ALL ITEMS AND PHASES OF CONSTRUCTION AT THE TIME OF BIDDING.

20. THE ARCHITECT IS NOT RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, SEQUENCES, PROCEDURES, PRECAUTIONS OR PROGRAMS RELATED TO THIS PROJECT'S CONSTRUCTION.

21. ALL WORK IS TO BE PLUMB, ALIGNED, SQUARE, AND ADEQUATELY SUPPORTED. FILL ALL VOIDS BETWEEN COMPONENTS. ALL ITEMS THAT DO NOT MEET THE ARCHITECT'S SATISFACTION AS TO GOOD TRADE PRACTICES AND QUALITY CRAFTSMANSHIP SHALL BE REMOVED AND REDONE AT THE G.C.'S EXPENSE.

22. THE G.C. IS TO MAINTAIN A SAFE SITE, CLEAR OF DEBRIS AT ALL TIMES.

23. THE G.C. AND ALL SUBCONTRACTORS ARE TO GUARANTEE THE QUALITY OF THEIR WORK FOR A MINIMUM PERIOD OF ONE YEAR IN WRITING, TO BE SUBMITTED WITH THE BID.

24. ALL DETAILS AND SECTIONS SHOWN ON THESE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE IN THE WORK EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN. IT IS THE G.C.'S RESPONSIBILITY TO FORESEE ADDITIONAL CONDITIONS PRIOR TO COMMENCING THE WORK AND NOTIFY THE ARCHITECT IMMEDIATELY FOR INSTRUCTION.

25. THE GENERAL CONTRACTOR SHALL REVIEW AND APPROVE THE SUBMITTED SHOP DRAWING WITH THE CONTRACT DOCUMENTS PRIOR TO SUBMISSION TO THE ARCHITECT. REJECTED SHOP DRAWING WILL BE RETURNED TO THE SUBCONTRACTOR FOR REVISION AND RE-SUBMISSION. THE ARCHITECT SHALL THEN REVIEW AND APPROVE THE SUBMITTED SHOP DRAWING FOR DESIGN INTENT ONLY. REJECTED SHOP DRAWINGS WILL BE RETURNED TO THE SUBCONTRACTOR FOR REVISION AND RE-SUBMISSION. ONCE APPROVED BY THE ARCHITECT AND CONTRACTOR, THE SUBCONTRACTOR SHALL SUBMIT THE SHOP DRAWINGS TO THE CITY BUILDING DEPARTMENT (AS APPLICABLE IF REQUIRED) FOR REVIEW AND APPROVAL PRIOR TO ANY FABRICATION AND INSTALLATION. ALL SHOP DRAWINGS SHALL BE SUBMITTED ON 24" X 36" PAPER ONLY. SUBMIT 4 (FOUR) COPIES FOR APPROVAL.

27. CONTRACTOR SHALL VERIFY THE LOCATION OF ANY EXISTING UTILITIES IN THE AREA OF PROPOSED WORK.

SKETCH OF SURVEY

PREPARED BY:
GUNTER GROUP, INC.
LAND SURVEYING - LAND PLANNING
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB 4507
9350 S.W. 22nd TERRACE
MIAMI, FLORIDA 33165
(305) 220-0073

NORTH
SCALE: 1" = 10'

ABBREVIATIONS:
R/W RIGHT OF WAY
(meas) MEASURED
(R) RECORD
FIP FOUND IRON PIPE
FIR FOUND REBAR
CBS CONCRETE BLOCK AND STUCCO
P.C.P. PERMANENT CONTROL POINT
U.G.U. UNDERGROUND UTILITY LINE
ID IDENTIFICATION
CL CLEAR
(TYP) TYPICAL
C.L.F. CHAIN LINK FENCE
R= RADIUS
L= ARC LENGTH
Δ= INTERIOR ANGLE OF CURVE

LEGEND:
- SEWER LINE
- WATER METER
- WOOD POWER POLE
- STAKE
- EXISTING ELEVATION
- WIRE ACE
- UTILITY ACCESS

TREE NOTE:
THERE ARE OTHER SMALL ON THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY. ONLY TREES WITH A MINIMUM OF 4 INCHES IN DIAMETER OF THE TRUNK AT 4 FEET FROM THE GROUND ARE SHOWN ON THIS SURVEY. THERE SHOULD NEEDED TO BE REMOVED FOR FUTURE DEVELOPMENT A HORTICULTURIST, ARBORIST AND/OR LANDSCAPE ARCHITECT FOR MORE SPECIFIC INFORMATION ON TREE SPECIES.

TREE TABLE

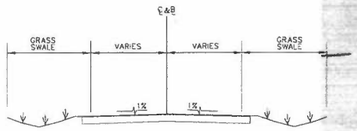
Name	Diameter	Height
Gumbo Limbo	24"	50'
Gumbo Limbo	24"	50'
Gumbo Limbo	24"	50'
Palmetto	8"	20'
Palmetto	8"	20'
Palmetto	8"	20

GENERAL SITE NOTES:

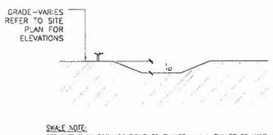
1. THE GENERAL CONTRACTOR (GC) SHALL CONSULT WITH ARBORIST AND COORDINATE ALL SUB-CONTRACTORS FOR ALL UNDERGROUND UTILITIES: ELECTRICAL, SEWER, WATER, IRRIGATION, GAS, ETC. TO AVOID AREAS OF CRITICAL ROOT ZONES PRIOR TO ANY TRENCH WORK REQUIRED FOR THE PROJECT TYPICAL.
2. SEE ARBORIST REPORT FOR TREE PROTECTION GUIDELINES.
3. SEE TREE DISPOSITION PLAN FOR ALL TREE SIZES, CONDITIONS, REMOVAL AND RELOCATION INFORMATION.
4. ALL PROJECT ELEVATIONS USE +11.00' NGVD AS THE PROJECT BENCHMARK (0'-0")
5. THE GC SHALL VERIFY THE LOCATION OF ANY EXISTING UTILITY EASEMENTS WITH PROPERTY SURVEY AND NOTIFY ARCHITECT OF ANY INTERFERENCE WITH PROPOSED STRUCTURES.
6. THE GC SHALL VERIFY WITH LOCAL AUTHORITIES (IE: SUNSHINE-811) FOR LOCATION OF ANY UNDERGROUND UTILITIES, AND NOTIFY ARCHITECT OF ANY INTERFERENCE WITH PROPOSED STRUCTURES.
7. ALL MECHANICAL/ELECTRICAL EQUIPMENT SHALL BE ABOVE BASE FLOOD ELEVATION AND SHALL BE INSTALLED WITH PROPER WIND UPLIFT ANCHORAGE AND ON AN ACOUSTICALLY SOUNDPROOFED BASE (WHERE APPLICABLE).
8. BURY ALL LINES (WATER, SEWER, ELECTRIC, PHONE, CABLE, SECURITY ETC.) A MINIMUM OF 18" BELOW GRADE. SEAL ALL JOINTS AND CONNECTIONS WITH NDA APPROVED CEMENTITIOUS AGENTS. BACK FILL WITH A 12" MINIMUM RADIUS SAND FILL, TYPICAL UNLESS OTHERWISE NOTED. SEE MEP SHEETS FOR ADDITIONAL SPECIFICATIONS.
9. FILL AND BACK FILL TO BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DENSITY AT OPTIMUM MOISTURE AS DETERMINED BY THE STANDARD PROCTOR TEST, SEE STRUCTURAL SHEETS.
10. FILL MATERIAL TO BE CLEAN COURSE SAND AND CRUSHED LIMEROCK FREE OF ORGANIC OR OR DELETERIOUS VATERIAL, OF A MINIMUM DRY DENSITY OF 110 POUNDS PER CUBIC FT.
11. MATERIAL EXCAVATED FROM THE SITE MAY BE REUSED FOR FILL PROVIDED IT IS FREE FROM BLACKTOP, ORGANIC, OR DELETERIOUS MATERIAL AND IS COMBINED WITH LIMEROCK FILL TO GIVE A SUITABLE FILL MATERIAL OF MINIMUM DRY DENSITY OF 110 POUNDS PER CUBIC FOOT AND WILL COMPACT TO 95%.
12. AFTER REMOVAL OF ANY TOPSOIL, DEBRIS AND ORGANIC OR DELETERIOUS MATERIAL, COMPACT EXISTING MATERIAL WITH A HEAVY SELF-PROPELLED VIBRATORY ROLLER (MIN. STATIC WEIGHT OF 10 TONS) WITH A MINIMUM OF PASS OVERLAPPING 6".
13. ALL SOIL AND FILL UNDER FLOORS AND/OR WITHIN OR UNDER BUILDINGS SHALL HAVE PRE-CONSTRUCTION SOIL TREATMENT FOR PROTECTION AGAINST TERMITES IN ACCORDANCE WITH FBC 2017. CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY A LICENSED PEST CONTROL COMPANY AND POSTED IN ACCORDANCE WITH FBC 2017.
14. SITE TO BE GRADED TO MAINTAIN ALL RAINWATER WITHIN PROPERTY LINES. NO RAINWATER RUN-OFF SHAL FLOW INTO ADJACENT PROPERTIES. THE GC SHALL SITE VERIFY ALL BERM AND SWALE LOCATIONS WITH THE ARCHITECT AND OWNER PRIOR TO ANY WORK.
15. ALUMINUM 'OVERLAPPING' LOUVERED SCREEN TO EXTEND AT LEAST 1'-0" ABOVE THE TOP OF THE A/C COMPRESSORS, AND AT LEAST 6" ABOVE THE EMERGENCY GENERATOR & POOL EQUIPMENT (AROUND ENTIRE EQUIPMENT AREA AS SHOWN). PAINT ENCLOSURE TO MATCH THE COLOR OF THE HOUSE. PROVIDE SHOP DRAWINGS FOR ARCHITECT'S APPROVAL.
16. SEE LANDSCAPE PLAN FOR SITE PLANTINGS AND PATHS.
17. CONTRACTOR SHALL SUBMIT AN UNDER CONSTRUCTION ELEVATION CERTIFICATE UPON PLACEMENT OF THE LOWEST FLOOR OF THE ADDITION AND PRIOR TO FURTHER VERTICAL CONSTRUCTION TO BUILDING DEPARTMENT FOR REVIEW AND APPROVAL.
18. OWNER OR CONTRACTOR SHALL SUBMIT A FINISHED CONSTRUCTION ELEVATION CERTIFICATE, PRIOR TO BUILDING FINAL INSPECTION, AND BEFORE ANY CO. TCO OR PCO.

POOL BARRIER NOTE:

1. 1.ALL DOORS AND WINDOWS PROVIDING DIRECT ACCESS FROM THE HOME TO THE POOL SHALL BE EQUIPPED WITH AN EXIT ALARM COMPLYING WITH UL 2017 THAT HAS A MINIMUM SOUND PRESSURE RATING OF 85 DBA AT 10 FEET (3048 MM). ANY DEACTIVATION SWITCH SHALL BE LOCATED AT LEAST 54 INCHES (1372 MM) ABOVE THE THRESHOLD OF THE ACCESS. SEPARATE ALARMS ARE NOT REQUIRED FOR EACH DOOR OR WINDOW IF SENSORS WIRED TO A CENTRAL ALARM SOUND WHEN CONTACT IS BROKEN AT ANY OPENING
2. REMOVABLE CHILD BARRIERS MUST BE PLACED SUFFICIENTLY AWAY FROM THE WATER'S EDGE TO PREVENT A YOUNG CHILD OR MEDICALLY FRAIL ELDERLY PERSON WHO MAY MANAGE TO PENETRATE THE BARRIER FROM IMMEDIATELY FALLING INTO THE WATER. SUFFICIENTLY AWAY FROM THE WATER'S EDGE SHALL MEAN NO LESS THAN 20 INCHES (508 MM) FROM THE BARRIER TO THE WATER'S EDGE.

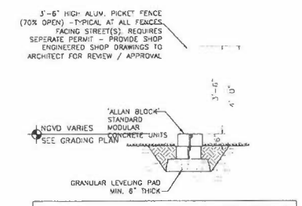


DRIVEWAY SECTION
N.T.S



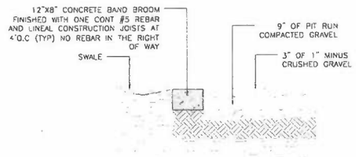
SWALE NOTE:
SEE SITE PLAN FOR LOCATIONS OF SWALES - ALL SWALES TO HAVE A 6" DEPRESSION FROM GRADE ACHIEVED OVER 24"

SWALE DETIAL
NTS

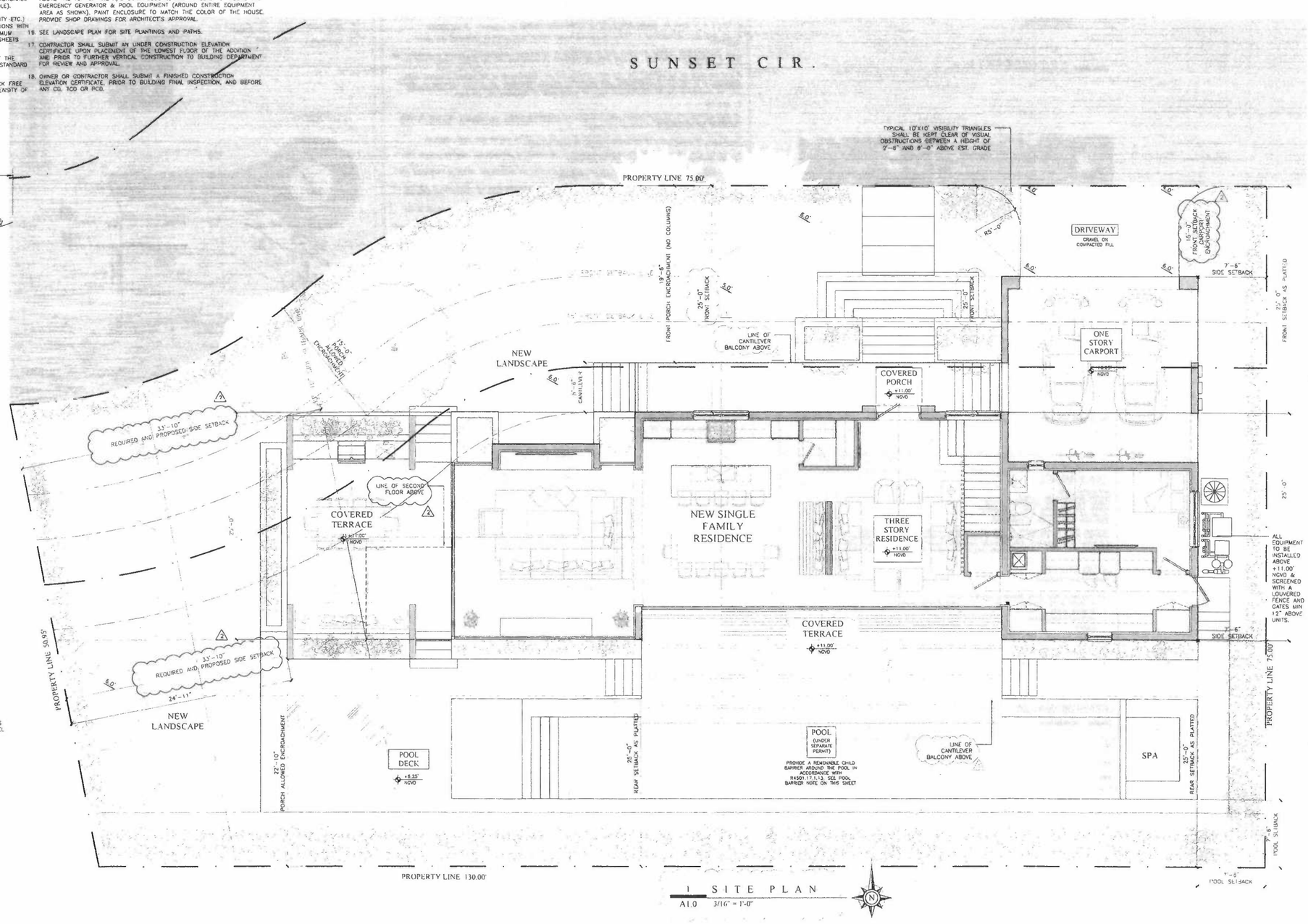


NOTE: REFER TO MANUFACTURER'S SPECIFICATIONS FOR ADDITONAL DETAILS AND INFORMATION

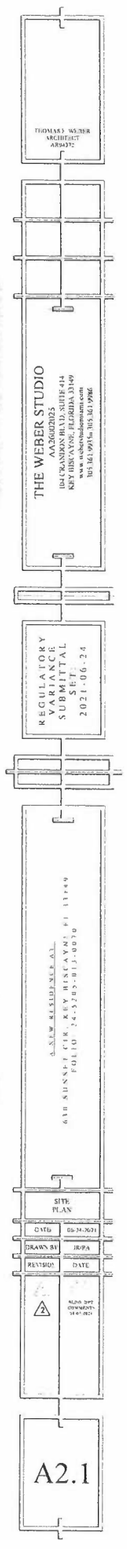
TYPICAL RETAINING WALL DETAIL
1/2" = 1'-0"



DRIVEWAY EDGE DETAIL
NTS



1 SITE PLAN
A1.0 3/16" = 1'-0"



ZONING LEGEND

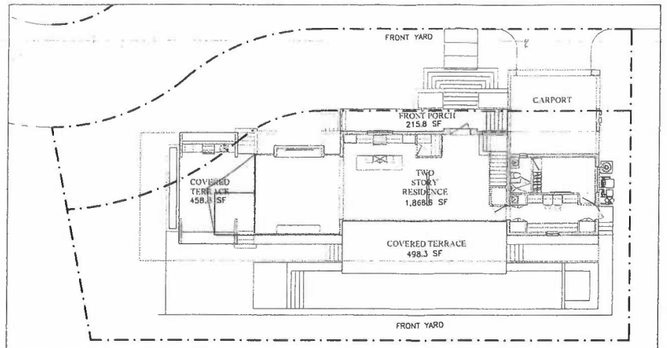
ZONING DISTRICT:	VE "VILLAGE ESTATE"		
NET LOT AREA:	9,450 SF		
REGULATION:	REQUIRED:	PROVIDED:	REMARKS:
LOT COVERAGE:			
MAX. ALLOWABLE = .35 OF NET LOT AREA	3,307.5 SF (35%)	3,041.5 SF (32%)	SEE DIAGRAM ON THIS SHEET
F.A.R.:			
MAX. ALLOWABLE = .47 OF NET LOT AREA*	4,441.5 SF (47%)	4,431 SF (46.8%)	SEE DIAGRAM ON THIS SHEET
GROSS F.A.R. (INCLUDES BALCONIES, PORCHES, GARAGES, CARPORTS, AND ALL INTERIOR SPACE THAT IS AIR CONDITIONED):			
MAX. ALLOWABLE = .65 OF NET LOT AREA	6,142.5 SF (65%)	5,831.4 SF (61%)	SEE DIAGRAM ON THIS SHEET
BUILDING SETBACKS:			
FRONT:	25'	25'	15'-0" ALLOWED ENCROACHMENT
REAR:	25'	25'	
SIDE:	30% OF 137.91' = 41.3'	7'-6"	
SIDE:		33'-10"	

* F.A.R. BONUS CRITERIA TABLE

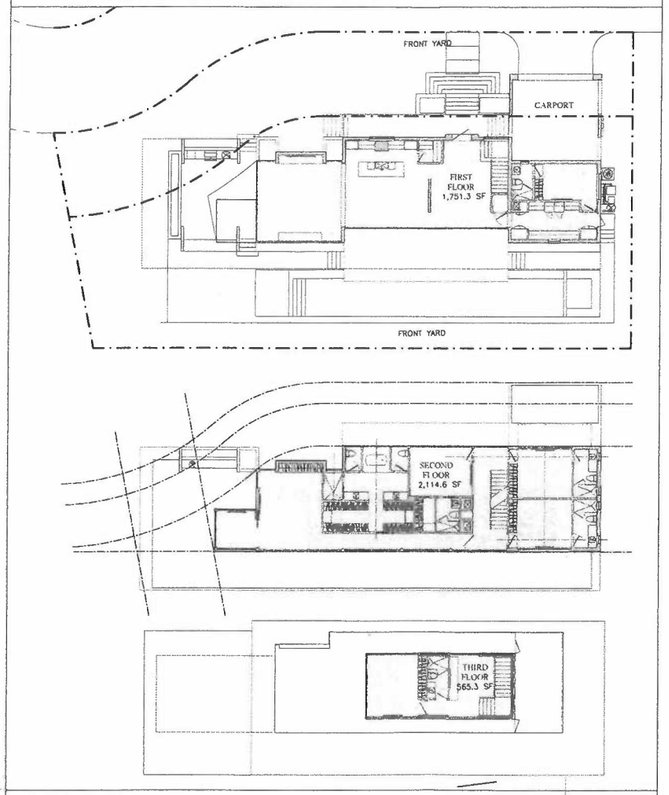
No.	F.A.R. BONUS CRITERIA	ALLOWABLE BASE F.A.R. INCREASE	REMARKS	BONUS
1.	PORCH FACING A STREET WHICH MEETS THE FOLLOWING MINIMUM STANDARDS: DEPTH 4 FT AND LENGTH 8 FT., MINIMUM FLOOR AREA 120 SQ. FT., ELEVATION SHALL NOT EXCEED THE BASE FLOOD ELEVATION, STEPS SETBACK 5 FT. FROM ANY PROPERTY LINE.	.00005 PER SQ. FT. OF FLOOR AREA TO A MAXIMUM OF .03 FAR INCREASE	APPLIES	.01
2.	OPEN AND UNENCLOSED BALCONIES LOCATED ABOVE THE FIRST FINISHED FLOOR	.00005 PER SQ. FT. OF FLOOR AREA TO A MAXIMUM OF .03 FAR INCREASE	APPLIES	.03
11.	A PORTION OF THE BLDG HAVING A LENGTH OF AT LEAST 10 FT WITH A FRONT YARD SETBACK THAT EXCEEDS THE REQUIRED (15) 25 FT SETBACK	.03	APPLIES	.03
13.	REVEALS	.001 PER SQ. FT. WITH A .02 MAXIMUM	APPLIES	.02
14.	OUTSIDE MOLDINGS WITH A MINIMUM WIDTH OF 4 INCHES.	.0001 PER LINEAR FT. WITH A .02 MAXIMUM	APPLIES	.02
SUBTOTAL OF F.A.R. BONUS INCREASE				11%
MAX. ALLOWABLE BONUS INCREASE				11%
MAX. ALLOWABLE F.A.R. (WITHOUT BONUSES)				36%
PROPOSED F.A.R. (WITH BONUSES)				47%

BUILDING AREAS:

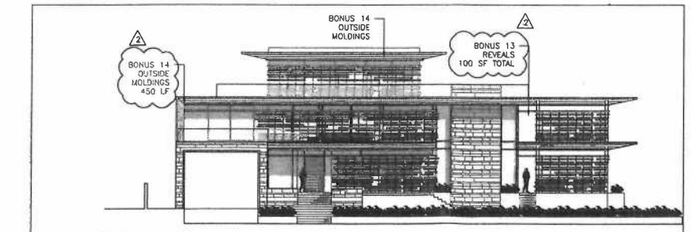
A/C AREA:		
FIRST FLOOR:	1,751.3 SF	
2ND FLOOR:	2,114.6 SF	
3RD FLOOR:	565.3 SF	
TOTAL PROPOSED A/C AREA:		4,431.2 SF
CARPORT:		451 SF
COVERED AREAS:		
FRONT PORCH:	215.8 SF	



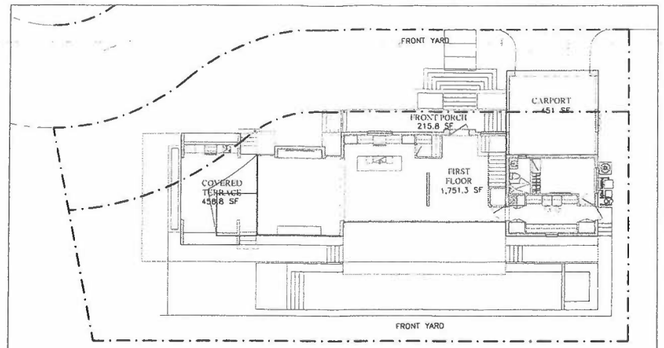
LOT COVERAGE DIAGRAM *TOTAL LOT COVERAGE = 3,041.5 sf*

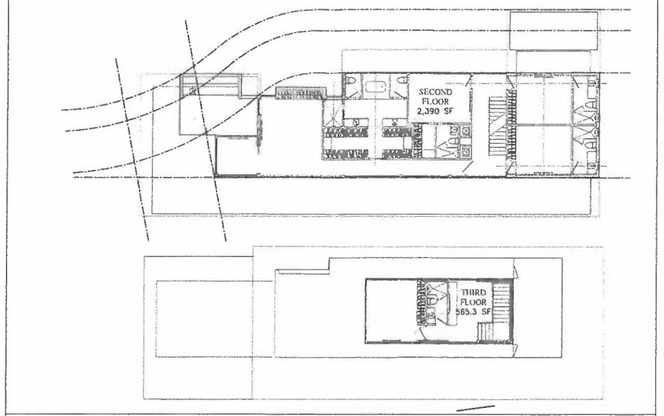


F.A.R. DIAGRAM *TOTAL NET FLOOR AREA = 4,431.2 sf*

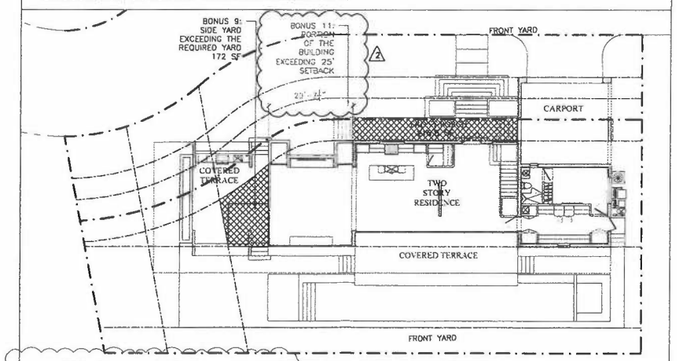


BONUS 14&13



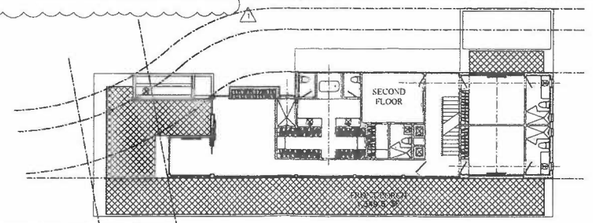


GROSS F.A.R. DIAGRAM *TOTAL GROSS FLOOR AREA = 5,831.4 sf*



BONUS 1, 9 & 11

BONUS 1-FRONT PORCH 215.8 SF
BONUS 9-SIDE YARD EXCEEDING THE REQUIRED YARD



BONUS 2

BONUS 2- BALCONIES AREA: 1,349.6 SF

THE WEBER STUDIO
AA26002023
184 PEACHTREE STREET NE, SUITE 304
ATLANTA, GEORGIA 30303-1325
www.weberstudiosecure.com
(o) 561.999.5116 (c) 305.761.9986

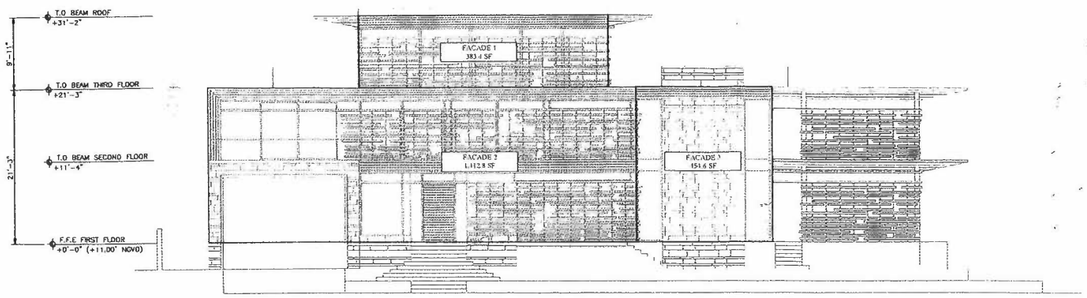
REGULATORY VARIANCE SUBMITTAL SET: 2021-06-24

A NEW RESIDENCE AT
630 SUNSET CIR, LAKE WORTH, FL 33149
LOT 11, BLOCK 2, SUNSET VILLAGE

ZONING DATA

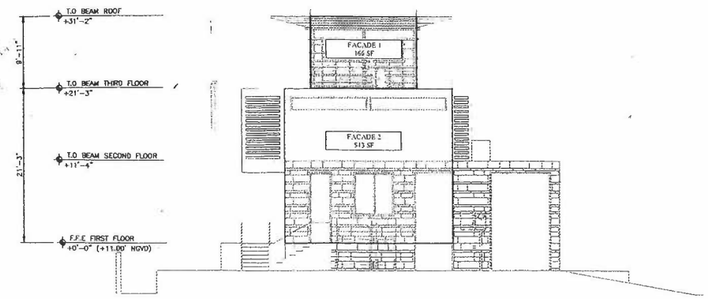
DATE	06-14-2021
DRAWN BY	DATA
REVISION	DATE

A2.2



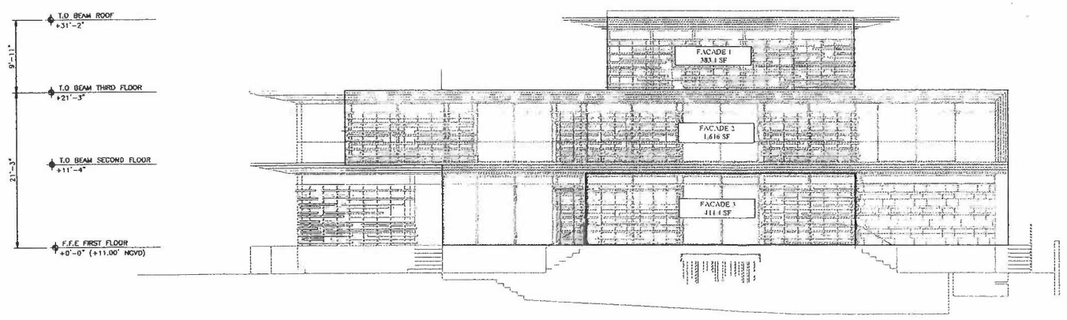
FACADE #1	=	383.4 sf
FACADE #2	=	1412.8 sf
FACADE #3	=	454.6 SF
TOTAL FACADE AREA	=	2,250.8 SF
25% OF 2,250.8 sf	=	562.7 sf
FACADES #1&3	=	838 sf = 37.2% (COMPLIES)

NORTH ELEVATION
25% MIN WALL JOG DIAGRAM
1/8" = 1'-0"



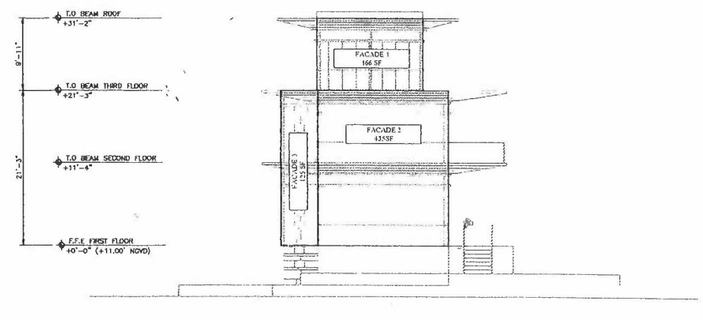
FACADE #1	=	183 sf
FACADE #2	=	543 sf
TOTAL FACADE AREA	=	1,35.8 SF
25% OF 726 sf	=	183 sf
FACADE #1	=	183 sf = 25.2% (COMPLIES)

EAST ELEVATION
25% MIN WALL JOG DIAGRAM
1/8" = 1'-0"



FACADE #1	=	383.4 sf
FACADE #2	=	1616 sf
FACADE #3	=	411.4 SF
TOTAL FACADE AREA	=	2,410.8 SF
25% OF 2,410.8 sf	=	602.7sf
FACADES #1&3	=	794.8 sf = 32.9% (COMPLIES)

SOUTH ELEVATION
25% MIN WALL JOG DIAGRAM
1/8" = 1'-0"



FACADE #1	=	383.4 sf
FACADE #2	=	435 sf
FACADE #3	=	125 SF
TOTAL FACADE AREA	=	726 SF
25% OF 726 sf	=	181.5sf
FACADES #1&3	=	291 sf = 40% (COMPLIES)

WEST ELEVATION
25% MIN WALL JOG DIAGRAM
1/8" = 1'-0"

05/20/2021

THE WEBER STUDIO
ARCHITECTURE
LANDSCAPE
INTERIORS
1641 PALM BEACH LAKES BLVD. SUITE 834
WEST PALM BEACH, FLORIDA 33401
561.345.9936
305.345.9936 305.341.2986

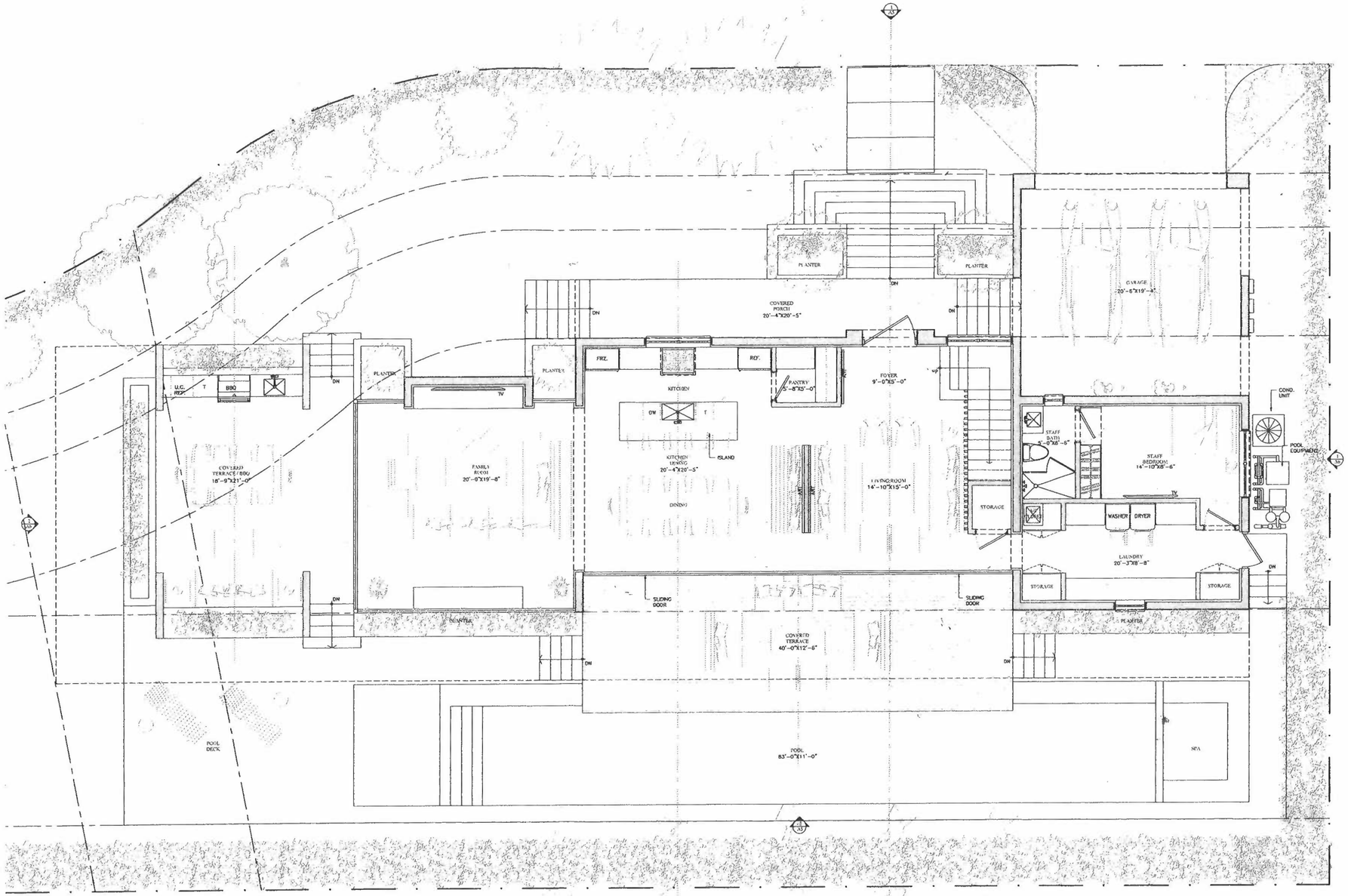
REGULATORY SUBMITTAL SET
2021-06-21

ELEVATION ANALYSIS

DATE	05/20/2021
ANALYSIS BY	JT/DS
REVISIONS	DATE

A2.3

06/08/2021



FIRST FLOOR PLAN

1/4" = 1'-0"

THE WEBER STUDIO
AA26002621
101 CRACKER BLVD, SUITE 101
KEY WEST, FLORIDA 33040
www.weberstudio.com
305.294.9556 305.393.0988

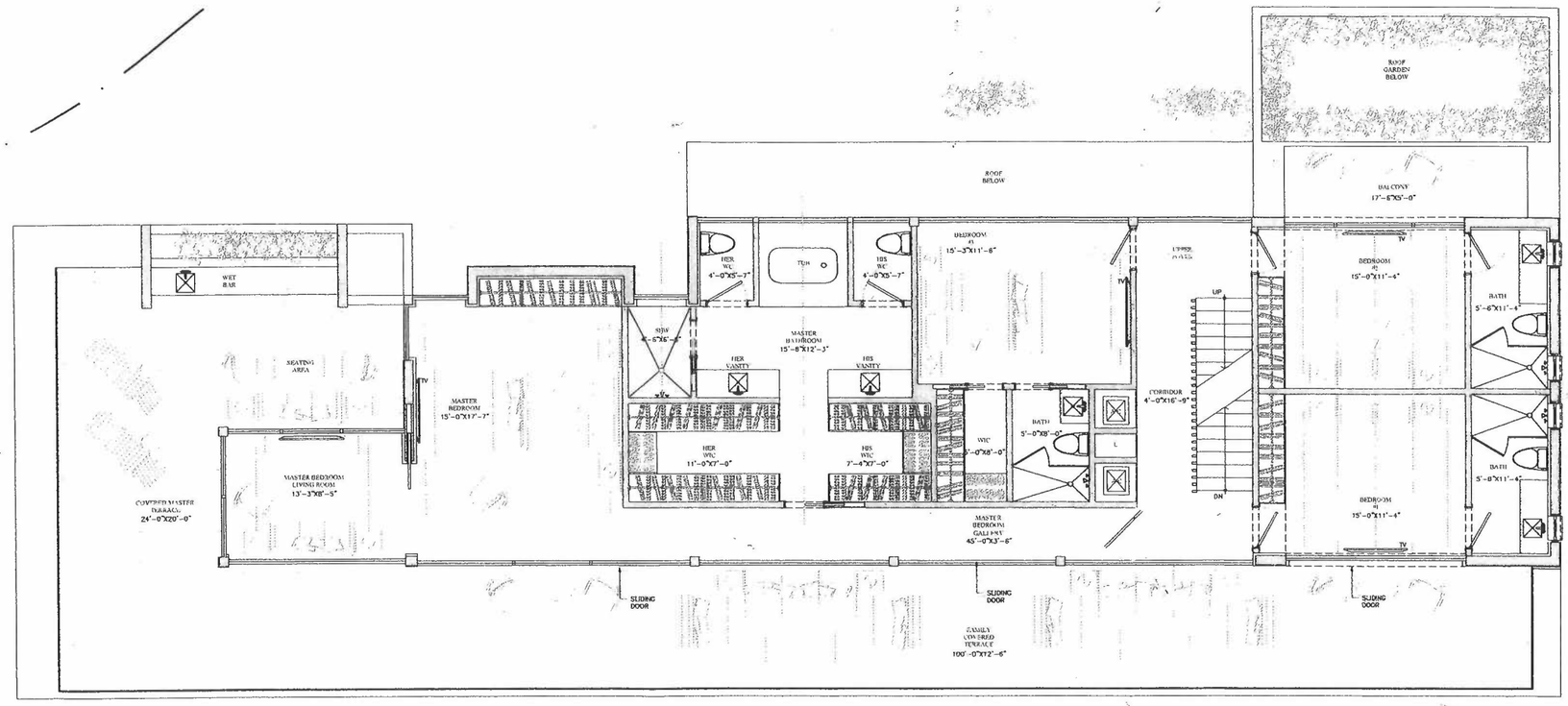
REGULATORY BOARD SUBMITTAL 2021-06-24

FIRST FLOOR PLAN

DATE 5-24-2021

A3.1

HC Dep
04/20/2021



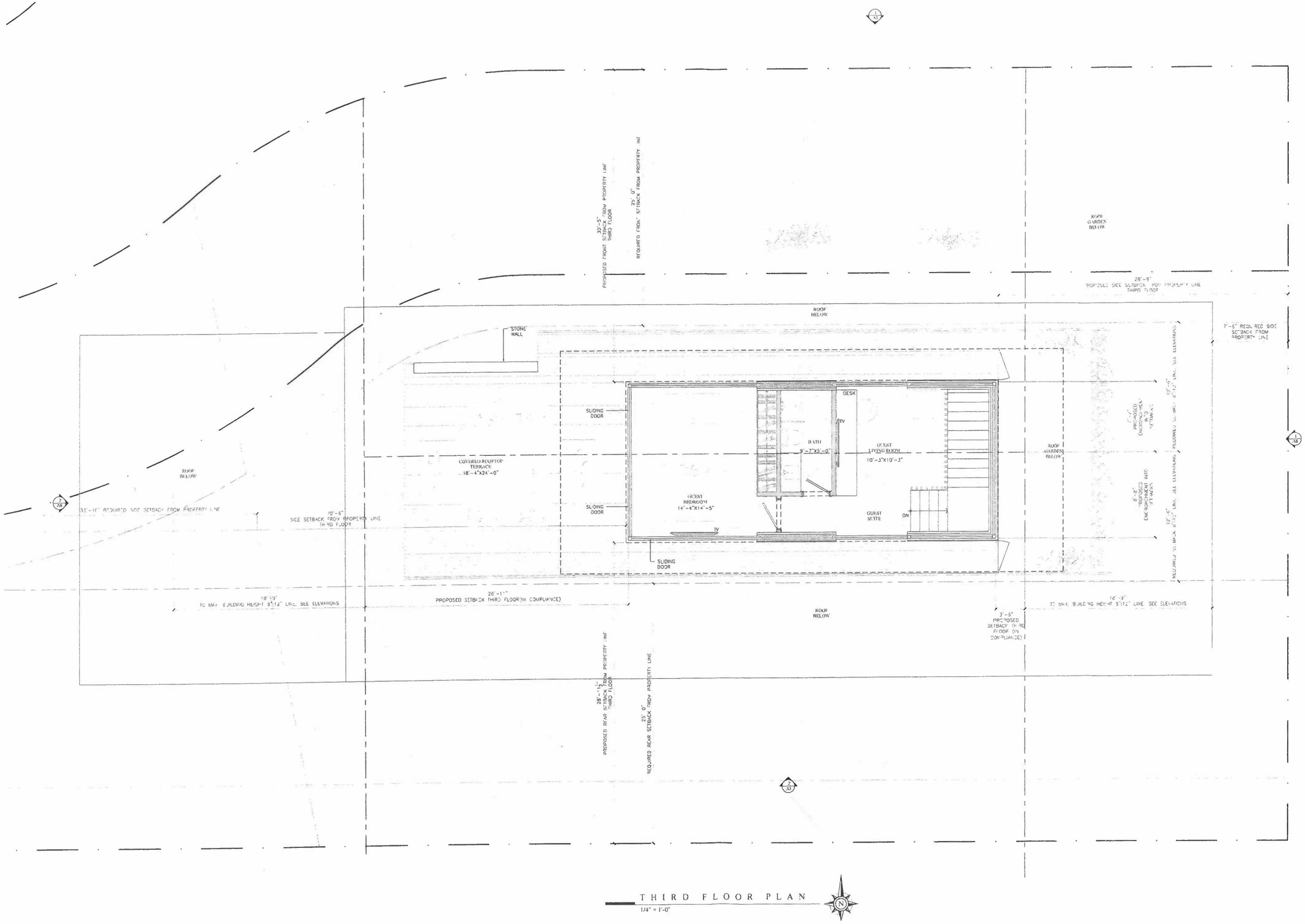
SECOND FLOOR PLAN
1/4" = 1'-0"

THE WEBER STUDIO
AA26003225
100 CRANDON BLVD. SUITE 344
KEY BISCAYNE, FLORIDA 33149
305.361.5054 FAX 305.361.5056

REGULATORY VARIANCE SUBMITTAL SET 2021-03-23

SECOND FLOOR PLAN
DATE 03-23-2021
DRAWN BY JRPA
REVISION DATE

A3.2



THIRD FLOOR PLAN

1/4" = 1'-0"

THOMAS C. WEBER ARCHITECT AR94372

THE WEBER STUDIO
AA26002025
1800 PONCE DE LEON BLVD, SUITE 414
CORAL GABLES, FLORIDA 33134
www.weberstudiomiami.com
305 341 9935 fax 305 341 9986

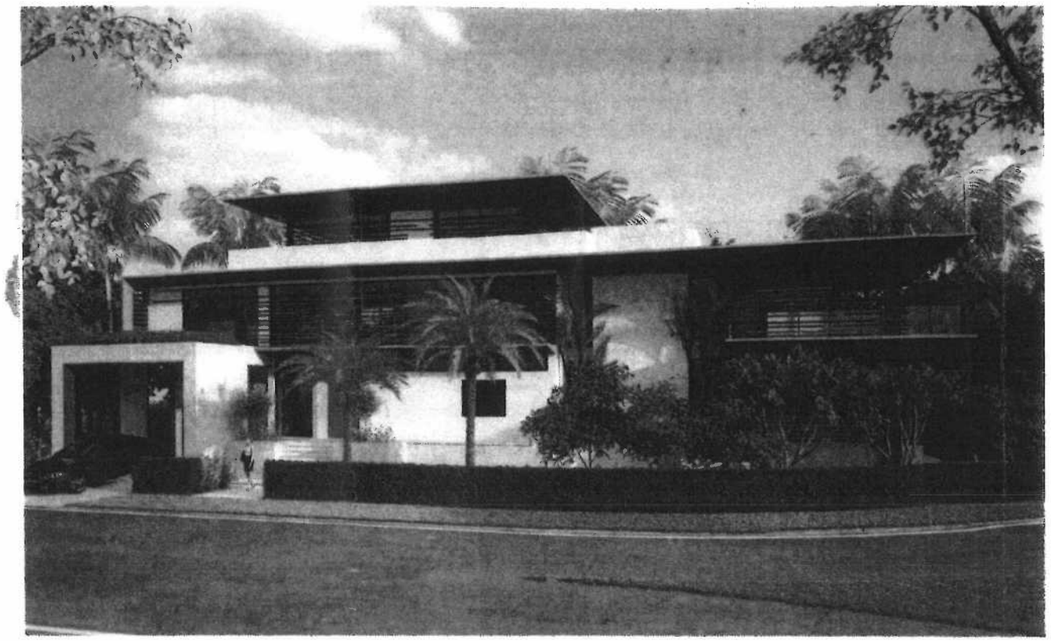
REGULATORY VARIANCE SUBMITTAL
2021.06.24

A.K.A. RESIDENCE
A.K.A.
A110 SUNSET CIR., KEY BISCAYNE, FL 33149
FOLIO: 24-5205-013-0070

THIRD FLOOR PLAN

DATE	06-24-2021
DRAWN BY	AR/PA
REVISIONS	DATE

A3.3



1 RENDERING
A1.6



2 RENDERING
A1.6

06/20/2024

THE WEBER STUDIO
A.I.A.
661 ORANGE AVE, SUITE 104
CORONADO, CA 92118
www.weberstudiosan.com
619.549.9994 • 619.549.9990

REGULATORY
VARIANCE
SUBMITTAL
2021-06-24

RENDERINGS

DATE 09-24-2021
DRAWN BY JEDA
REVISION DATE

A6.1

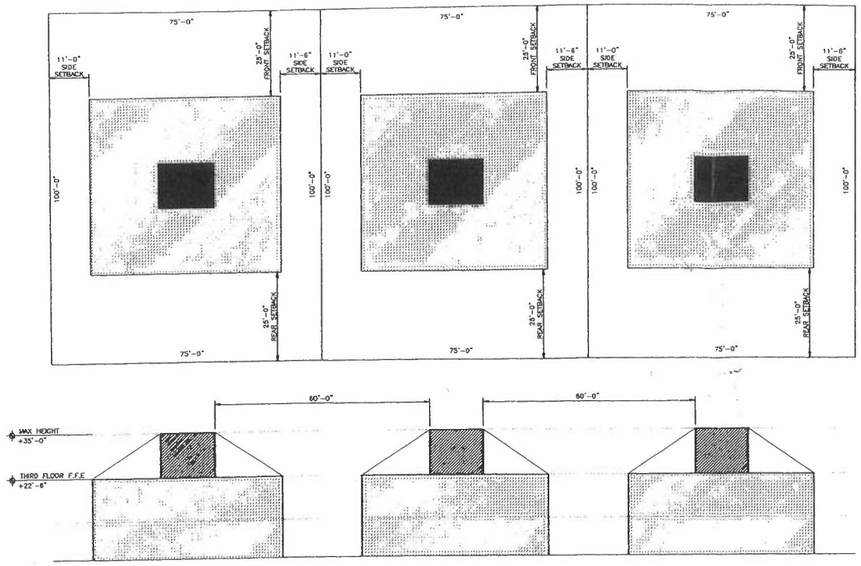


DIAGRAM 1
CODE COMPLIANT LOT

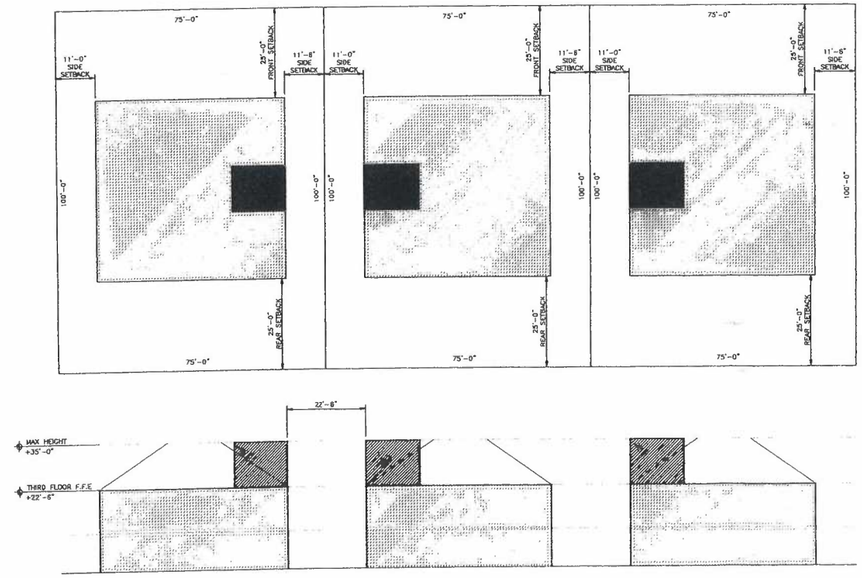


DIAGRAM 2
NOT CODE COMPLIANT LOT

CODE SECTION:

(2) MAXIMUM EXTERIOR WALL HEIGHT, LENGTH, AND ELEVATION OF THE LOWEST FLOOR.

A. THE MAXIMUM EXTERIOR WALL HEIGHT FOR A ONE STORY STRUCTURE IS 15 FEET; HOWEVER, NOTHING HEREIN SHALL PREVENT VAULTED OR CLEARSTORY WALLS WITH A MAXIMUM HEIGHT OF 22.5 FEET.

B. THE MAXIMUM EXTERIOR WALL HEIGHT IS 22.5 FEET ABOVE THE BASE FLOOD ELEVATION FOR ELEVATED HOMES AND THE LOWEST FLOOR FOR NON-ELEVATED HOMES.

C. THE MAXIMUM WALL HEIGHT MAY BE INCREASED AT A RATIO 8:12 (UP TO 27 FEET WALL HEIGHT), AS THE WALL IS SETBACK FROM THE MINIMUM SETBACK LINE.

Bep
06/28/2021

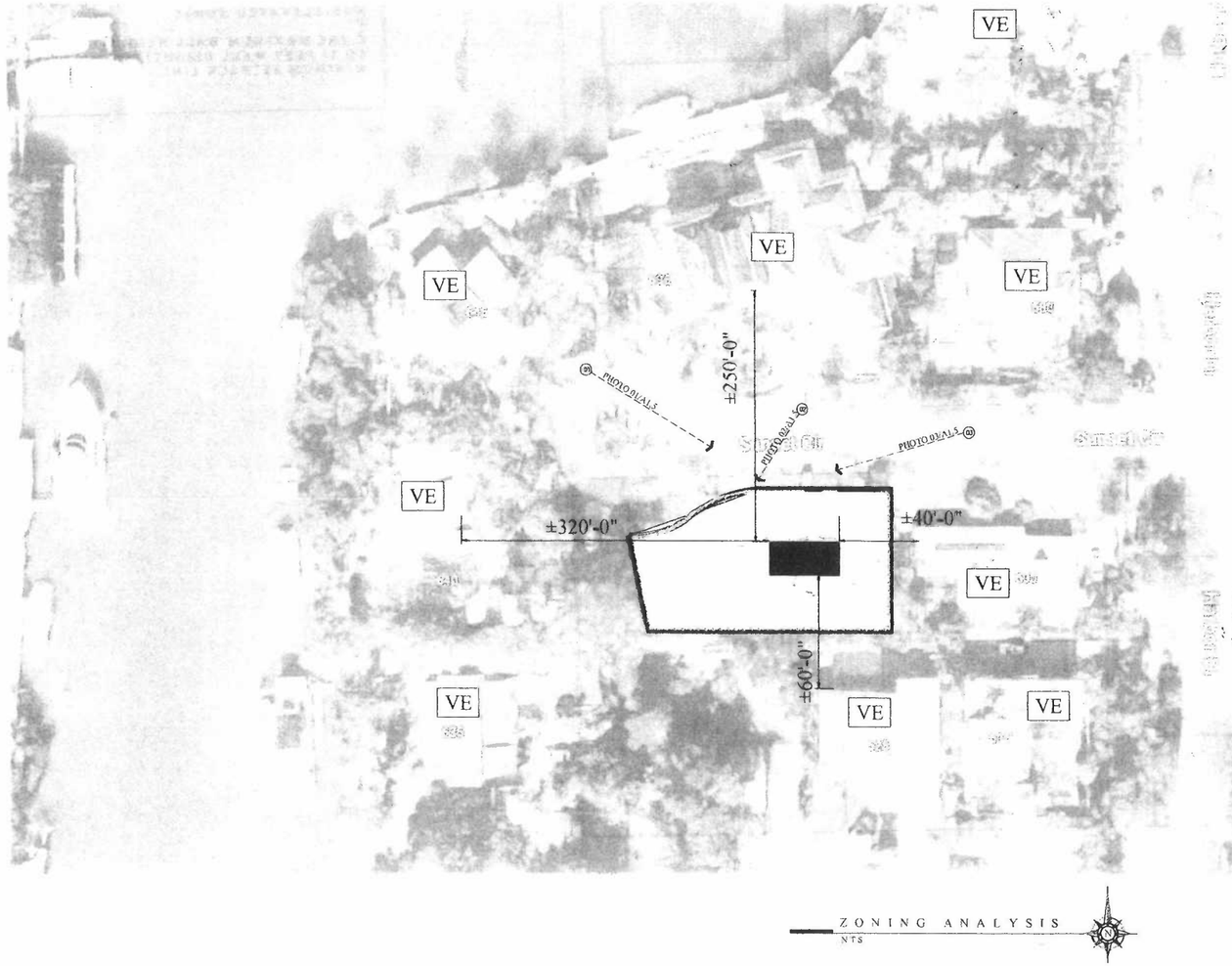
THE WEBER STUDIO
AA26003025

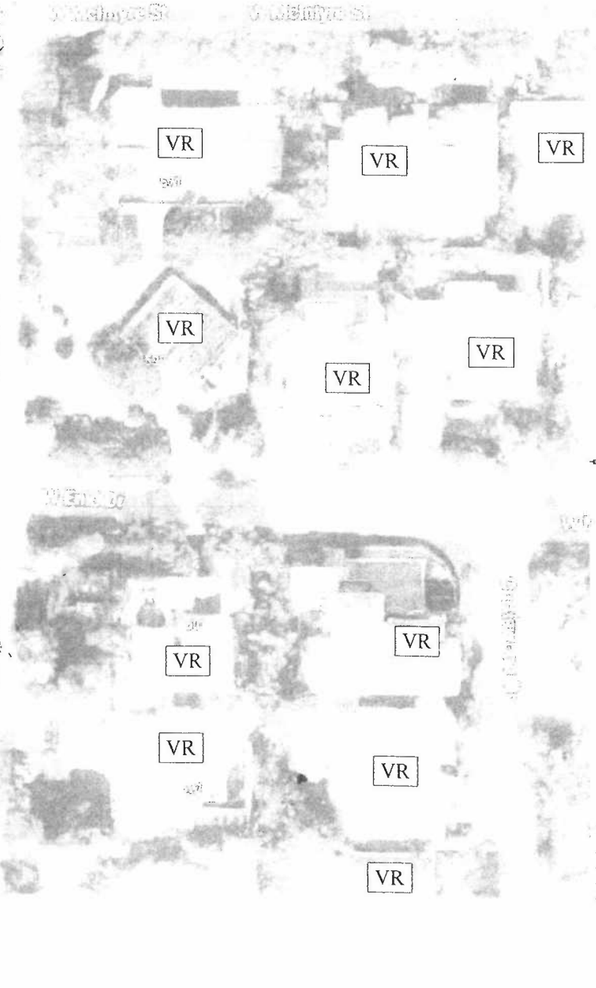
REGULATORY VARIANCE SUBMITTAL
2021-06-21

CODE INTENT DIAGRAM

A7.1

EEGP
04/23/2021





ZONING ANALYSIS
NTS

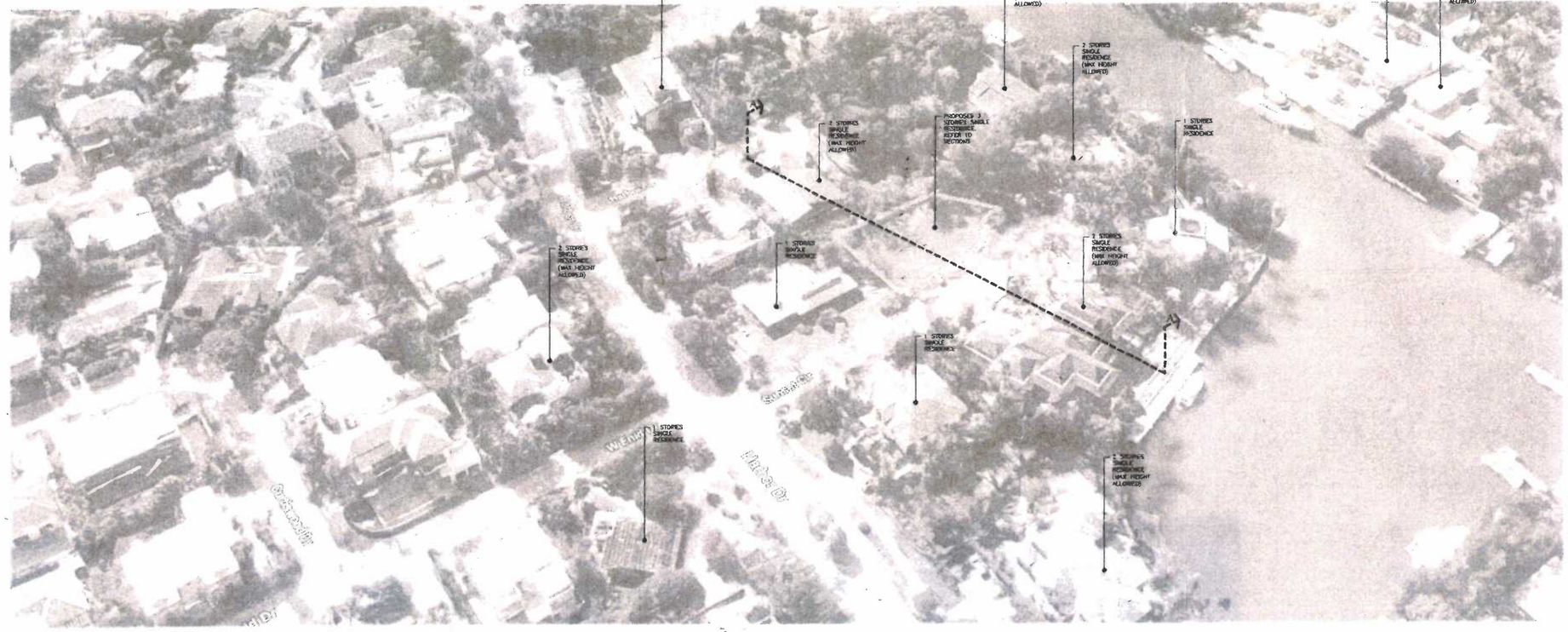
THE WEBER STUDIO

REGULATORY SUBMITTAL SET 10.01.21

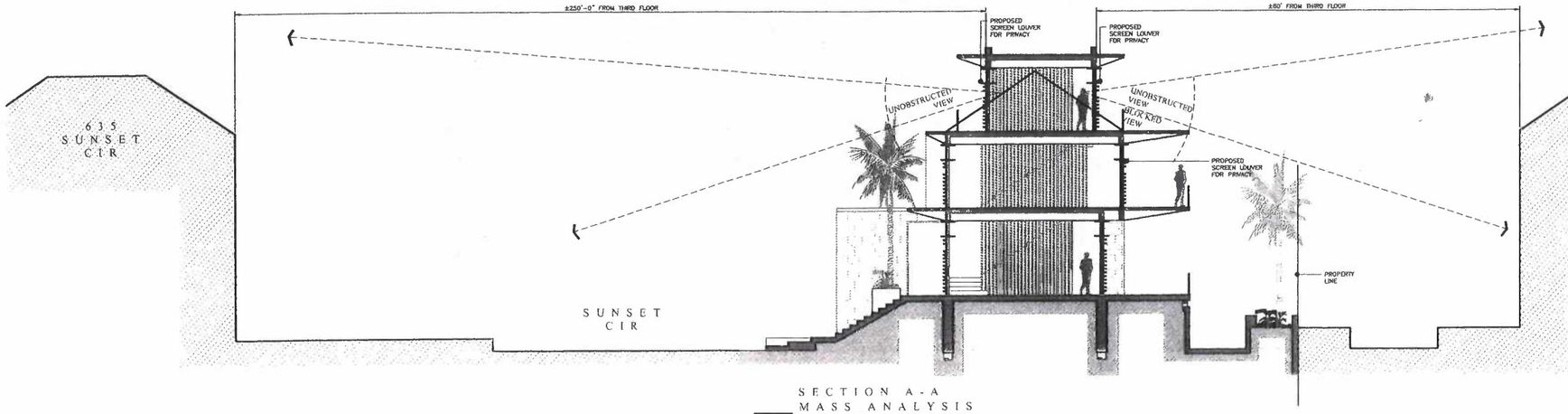
ZONING

A7.2

HPB
06/28/2021



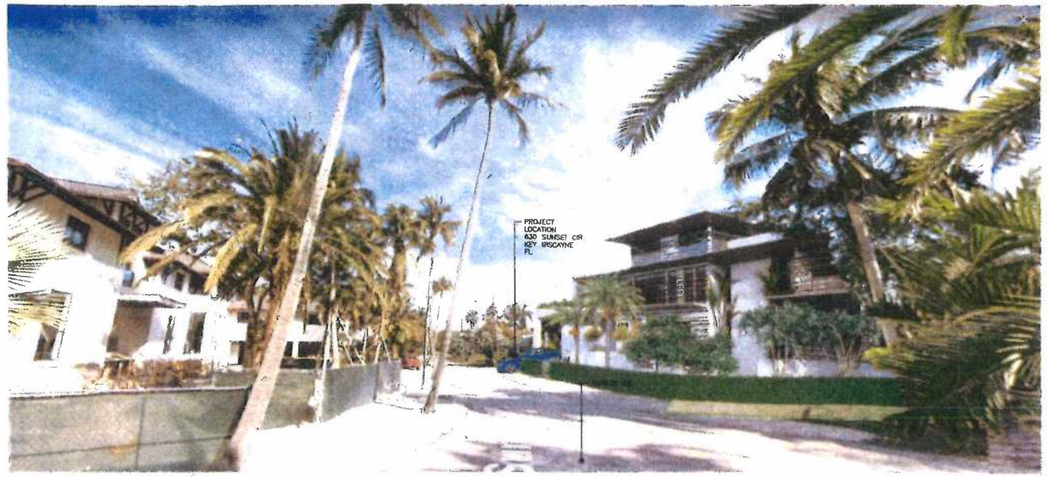
1 MASS ANALYSIS
A1.4



SECTION A-A
MASS ANALYSIS

THE WEBER STUDIO
A.S.D.G.D.S.
REGULATORY SUBMITTAL
2021-06-24
ELEVATION ANALYSIS
A7.3

06/28/2021



01 PHOTO



02 PHOTO



03 PHOTO

THE WEBER STUDIO
ARCHITECTURE
100 CRANDON BLVD. SUITE 104
KEY BISCAYNE, FLORIDA 33149
T 305.361.7701
305.361.5936 305.361.5988
WWW.WEBERSTUDIO.COM

REGULATORY
SUBMITTAL
SET
2021-06-24

SITE PHOTOS

DATE 06/24/2021
DRAWN BY JMN
REVISION DATE

A7.4

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: RESOLUTIONS:
Agenda Section:

Subject:
A CAPITAL AUTHORIZING RESOLUTION OF THE
VILLAGE COUNCIL OF THE VILLAGE OF KEY
BISCAYNE, FLORIDA, SELECTING JLMB CONSTRUCTION CORP. FOR THE LAKE PARK GAZEBO
IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $77,000; PROVIDING FOR
AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING, PLANNING AND
PUBLIC WORKS DIRECTOR JAKE OZYMAN)

Suggested Action:

Attachments:
cm_21-08-24-tab6.pdf

Village Council

Michael W. Davey, *Mayor*
Edward London, *Vice Mayor*
Frank Caplan
Luis Lauredo
Allison McCormick
Brett Moss
Ignacio J. Segurola

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: August 24, 2021

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Contract Award for Lake Park Gazebo Repairs & Improvements

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to negotiate and execute a contract with JLMB Construction Corp. (the "Contractor") to perform the repairs and improvements for the Lake Park Gazebo in an amount of $77,000. This amount includes the contractor's base bid of $73,404 and $3,596 (approximately 5%) for unforeseen circumstances. Funding for this project is as follows:

- Florida Recreation Development Assistance Program (FRDAP) Grant - $50,000
- American Rescue Plan Act - $11,000
- VKB FY21 Capital Improvement Program - $16,000

BACKGROUND

On December 8, 2020, the Village Council passed and adopted the Resolution No. 2020-70, authorizing the Manager to negotiate and execute a contract with Sun Eagle General Contractors Corp. in the amount not to exceed $66,000. The Village was not able to negotiate a contract, and as a result the Village rejected all bids and re-advertised the Invitation to Bid on June 22, 202. On the date of the bid opening deadline, the Village received one (1) bid from the following bidder:

1. JLMB Construction Corp., Bid Amount: $93,420.09

The staff met with the contractor and performed value engineering and price negotiation. As a result, the contractor agrees to reduce the base bid to $73,404.The bid amount is still considerably higher than the estimated cost due to the high inflation that the construction industry is currently experiencing.

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2021-_____

A CAPITAL AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING JLMB CONSTRUCTION CORP. FOR THE LAKE PARK GAZEBO IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $77,000; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2020, the Village of Key Biscayne (the "Village") Village Council adopted Resolution No. 2020-70, selecting the lowest bidder for construction of the Lake Park Gazebo Improvements Project (the "Capital Project") and authorizing the Village Manager to negotiate and execute an agreement with the lowest bidder for the Capital Project pursuant to Invitation to Bid No. 2020-65; and

WHEREAS, the Village Manager was unable to negotiate a contract with the lowest bidder and as such rejected all bids and issued Invitation to Bid No. 2021-14 (the "ITB"); and

WHEREAS, the Village received one sealed bid by the ITB deadline from JLMB Construction Corp. (the "Contractor"); and

WHEREAS, pursuant to Section 3.07(b) of the Village Charter, the Village Council desires to authorize the expenditure of Village funds for the Capital Project, select the Contractor to perform the Capital Project, and authorize the Village Manager to negotiate and execute an agreement with the Contractor, in an amount not to exceed $77,000, in substantially the form attached hereto as Exhibit "A" (the "Construction Contract"); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

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

Section 2. **Selection.** That the Village Council hereby selects the Contractor to perform the Capital Project.

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute the Construction Contract with the Contractor for the Capital Project, in an amount not to exceed $77,000, in substantially the form attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

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

PASSED and ADOPTED this _____ day of _____, 2021.

_____
MICHAEL W. DAVEY, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, whose mailing address is 88 West McIntyre Street, Key Biscayne, Florida 33149 (hereinafter referred to as "Village"), and _____, with its principal place of business at _____ (hereinafter referred to as "Contractor").

W I T N E S S E T H

WHEREAS, in response to the Village's ITB 2021-14, Contractor submitted a bid for the Project, which Bid is incorporated herein by reference and made a part hereof, and includes the Schedule of Bid Items (Pricing) attached hereto as Exhibit "A"; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid in response to the ____, and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, the Work or Project consists of repairs and improvements to the Lake Park gazebo; and

WHEREAS, Contractor has represented to the Village that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project and has agreed to provide the Work on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE 1

SCOPE OF WORK

1.1 Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Project") including, without limitation as described in the approved plans, drawings and/or specifications prepared by The Tamara Peacock Company (the "Village's Project Consultant") dated August 28, 2020 (the "Plans") and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

Lake Park Gazebo Improvements

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the Village Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to Village of all required documents and after execution of this Contract.

2.2 Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within Forty Five (45) calendar days from the date specified in the Notice to Proceed ("Substantial Completion").** Substantial Completion shall be defined for this purpose as the date on which Village receives beneficial use of the Project. The Work shall be fully completed in accordance with the Contract Documents within sixty (60) calendar days from the date specified in the Notice to Proceed ('Final Completion"). The Final Completion date is defined as the date agreed to by the Village when all Work has been completed in accordance with the Contract Documents.

2.3 Upon failure of Contractor to complete the Contract within the specified period of time, Contractor shall pay to Village the sum of Two Hundred Dollars ($200.00) for each calendar day after the time specified in Section 2.2 for Final Completion and readiness for final payment. These amounts are not penalties but are liquidated damages payable by Contractor to Village for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Village as a consequence of Contractor's delay and failure of Contractor to complete the Contract on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4 Village is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Village by Contractor exceeds monies due Contractor from Village, Contractor shall be liable and shall immediately upon demand by Village pay to Village the amount of said excess.

ARTICLE 3

CONTRACT PRICE

3.1 Village shall pay to Contractor for the performance of the Work the fixed total lump sum of _____ ($_____) in accordance with the Contractor's Proposal and Schedule of Bid Items (Pricing), attached hereto as Exhibit "A". This sum ("Contract Price") shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and

approved as required by local law. The Contract price shall include all applicable sales taxes as required by law.

3.2 Village shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Village shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as Village shall determine or Village may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Value, if any. The Contractor agrees that ten percent (10%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Village until final completion and acceptance of the Work by Village. In the event there is a dispute between Contractor and Village concerning a Pay Application, dispute resolution procedures shall be conducted by Village commencing within 45 days of receipt of the disputed Payment Application. The Village shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.3 Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the Village for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.

3.4 The payment of any Application for Payment by the Village, including the final request for payment, does not constitute approval or acceptance by the Village of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Village 's rights hereunder or at law or in equity.

3.5 Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Village, and upon receipt of consent by any surety, Village shall pay the remainder of the Contract Price and Retainage as recommended by the Village's Project Consultant. Final payment is contingent upon receipt by Village from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.

3.6 This Contract is subject to the condition precedents that: (i) Village funds are available and budgeted for the Contract Price; (ii) the Village secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by

the Village Council relative to the Project; and (iii) Village Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

ARTICLE 4

CONTRACT DOCUMENTS

4.1 The Contract Documents, which comprise the entire agreement between the Village and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2 This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3 The Contract Documents shall remain the property of the Village. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Village's prior written authorization.

ARTICLE 5

INDEMNIFICATION

5.1 Contractor shall defend, 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, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the Village harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards

Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

ARTICLE 6

INSURANCE AND BONDS

6.1 **Insurance.** Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Village and prior to commencing any Work. Each 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. 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 6.1.

(a) 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 (except for Products/Completed Operations) shall be in the amount of $2,000,000.

(b) 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 Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

(c) Business Automobile Liability with minimum limits of $1,000,000 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 Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

(d) Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and

Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

(e) Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

(f) **Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the Village with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

(g) **Additional Insured.** The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

(h) **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

(i) The provisions of this section shall survive termination of this Contract.

6.2 **Bonds.** If required by the Village, prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to Village the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of

the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Village and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. 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 is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, 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 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 Village .

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

In order to induce the Village to enter into this Contract, the Contractor makes the following representations and warranties:

7.1 Contractor Represents the following:

7.1.1 Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.2 Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.3 Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.4 Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Village does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground

facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.5 Contractor is aware of the general nature of Work to be performed by the Village and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.7 Contractor has given Village written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.8 The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Village, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2 Contractor warrants the following:

7.2.1 Anti-Discrimination: Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.2.2 Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Village has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Village shall have the right to annul this

Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.2.3 Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or Village. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project, including Village building permits.

ARTICLE 8

DEFAULT AND TERMINATION

8.1 If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Village may, upon seven (7) days written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Village shall exceed monies due Contractor from Village, Contractor shall be liable and shall pay to Village the amount of said excess promptly upon demand therefore by Village. In the event it is adjudicated that Village was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Village for convenience as described below.

8.2 This Contract may be terminated by the Village for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Village. In such event, the Contractor shall promptly submit to the Village its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

ARTICLE 9

MISCELLANEOUS

9.1 **No Assignment.**

Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Village Manager.

9.2 **Contractor's Responsibility for Damages and Accidents.**

9.2.1 Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Village and shall promptly repair any damage done from any cause.

9.2.2 Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Village, Contractor shall replace same without cost to Village.

9.3 **Defective Work. Warranty and Guarantee.**

9.3.1 Village shall have the authority to reject or disapprove Work which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.3.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Village or its designee, Village shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Village in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Village may declare Contractor in default.

9.3.3 The Contractor shall unconditionally warrant and guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Village, shall promptly correct such defective or nonconforming Work within the time specified by Village without cost to Village. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim

regarding latent defects. Contractor shall provide and assign to Village all material and equipment warranties upon completion of the Work hereunder.

9.3.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

9.4 **Legal Restrictions and Hours of Work.**

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Village or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the Village Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Village.

9.5 **Examination and Retention of Contractor's Records.**

7. The Village or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes

8. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Village providing for retention and audit of records.

9. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

10. The Village may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Village Manager or designees to any Records pertaining to work performed under this Contact that are subject to the provisions of Chapter 119, Florida Statutes.

9.6 **No Damages for Delay.**

No claim for damages or any claim, other than for an extension of time shall be made or asserted against Village by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance

from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Village. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the Village, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven (7) days written notice to the Village.

9.7 **Authorized Representative.**

9.7.1 Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to Village to represent and act for Contractor and shall inform Village, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Village informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

9.7.2 The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Village. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Village, Contractor shall replace the unacceptable personnel with personnel acceptable to the Village.

9.8 **Taxes.**

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

9.9 **Utilities.**

Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Village. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

9.10 **Safety.**

Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Village shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

9.11 **Cleaning Up.**

Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Village at Contractor's expense.

9.12 **Rights and Remedies.**

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9.13 **Public Entity Crimes Affidavit.**

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

9.14 **Capitalized Terms.**

Capitalized terms shall have their plain meaning as indicated herein.

9.15 **Independent Contractor.**

The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

9.16 **Payment to Sub-Contractors.**

Certification of Payment to Subcontractors: The term "subcontractor", as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Village. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Village.

9.17 **Liens.**

Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Village shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Village shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Village 's reasonable attorneys' fees and costs incurred in connection therewith.

9.18 **Governing Law.**

This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

9.19 **Waiver of Jury Trial.**

VILLAGE AND CONTRACTOR 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 THE

CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

9.20 **Notices/Authorized Representatives.**

Any notices required by this Contract 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:

For the Village:
Steven C. Williamson
Village Manager
88 West McIntyre Street
Key Biscayne, Florida 33149

With a copy to:
Chad Friedman, Esq.
Village Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134

For The Contractor: _____
Attention: _____
_____
_____

9.21 **Prevailing Party; Attorneys' Fees**. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

ARTICLE 10

SPECIAL CONDITIONS

10.1 The following provisions supersede any provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

10.2 **Preliminary Steps**.

10.2.1 Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction

conference will be held between the Village, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values if applicable prior to this conference.

10.2.2 Project Schedule.

10.2.2.1 Contractor must submit a proposed Project schedule as follows:

1. Schedule identifying the schedule for each location. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Village as applicable. This initial schedule shall establish the baseline schedule for the Project.

2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule against the baseline must also be submitted upon execution of each CO that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

3. All Project Schedules must be prepared in Microsoft Project 2007 or earlier unless otherwise approved by the Project Consultant or Village as applicable. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

10.2.2.2 In addition to the Project Schedule the Contractor must provide a two (2) week look-ahead schedule that reflects the Work to be performed during the following two (2) week period. The look-ahead schedule must be provided to the Project Consultant and Village at a regular frequency prior to the start of the two-week period. This schedule will, at a minimum, include the area(s) where Work is to be performed and the Work to be performed in the area(s).

10.2.3 Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Village as applicable may require further breakdown after review of the Contractor's submittal. The Village reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form.

10.2.4 Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing

conditions and submit copies in an acceptable format to the Village prior to commencement of the Work. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Village. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

10.2.5 Staging Site.

10.2.5.1 The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Village.

10.2.5.2 The Village at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Village, the Village assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

10.2.5.3 The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Village as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

10.2.5.4 No parking is permitted at a Village provided staging site without the prior written approval of the Village.

10.2.6 Project Signage. Contractor must furnish and install two (2) Project sign at the Project Site in accordance with the requirements provided by the Project Consultant or the Village as applicable.

10.3 **Royalties and Patents**. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be

used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

10.4 **Purchase and Delivery, Storage and Installation**. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Village rules and regulations. No materials will be stored on-site without the prior written approval of the Village.

10.5 **Substitutions**. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The Village may require an adjustment in price based on any proposed substitution.

10.6 **Unsatisfactory Personnel**.

10.6.1 Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

10.6.2 The Village may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Village within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Village will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

10.7 **Contract Modification**.

10.7.1 Change Orders.

10.7.1.1 Without invalidating the Contract Documents, and without notice to any Surety, the Village reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Village. The Village reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes

will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

10.7.1.2 For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the Village, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The Village may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

10.7.1.3 Any modifications to the Contract term, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties.

10.7.1.4 In the event a satisfactory adjustment cannot be reached, and a CO has not been issued or time is of the essence, the Village reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work. Where the Village directs the Contractor to proceed on a time and materials basis, the Contractor must maintain detailed records of all labor and material costs to be compensated by the Village.

10.7.2 Extension of Contract Time.

10.7.2.1 If the Contractor is delayed at any time during the progress of the Work beyond the time frame provided for Final Completion by a delay beyond the reasonable control of the Contractor, then the Contract Time shall be extended subject to the following conditions:

1. The Contractor submits an RCO requesting the additional Contract Time within five (5) calendar days after the Contractor knew or should have known about the delay;

2. The cause of the delay arose after the issuance of the NTP and could not have been anticipated by the Contractor through reasonable investigation before proceeding with the Work;

3. The Contractor demonstrates that the completion of the Work will actually be affected by the cause of the delay;

4. The delay cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures of the Contractor.

10.7.3 Continuing the Work.

10.7.3.1 Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Village, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10.8 **As-Built Drawings**. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Village and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all internal piping, electrical/signal conduits in or below the concrete floor. Indicate the size, depth and voltage in each conduit.

To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1. Depths of various elements of foundation in relation to finish first floor datum.

2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

4. Field changes in dimensions and details.

5. Changes made by Project Consultant's written instructions or by Change Order.

6. Details not on original Contract Drawings.

7. Equipment, conduit, electrical panel locations.

8. Project Consultant's schedule changes according to Contractor's records and shop drawings.

Specifications and Addenda: Legibly mark each section to record:

1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

2. Changes made by Project Consultant's written instructions or by Change Order.

Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Village at no additional cost, including digital l (CAD and PDF) versions.

For construction of new building, or building additions, field improvements, and or roadway improvements as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

10.9 **Record Set**. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

10.10 **Maintenance of Traffic**. Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devises for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Village with a proposed MOT plan for review. The Village may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

10.11 **Hurricane Preparedness**. During such periods of time as are designated by the United States Weather Bureau or Miami Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Village, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same, in accordance with the Miami-Dade County Code.

Compliance with any specific severe weather event or alert precautions will not constitute additional work.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Village has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

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[SIGNATURE PAGES FOLLOW ON NEXT PAGES]

DRAFT

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: VILLAGE OF KEY BISCAYNE, FLORIDA, signing by and through its Village Manager authorized to execute same, and _____, a Florida corporation, signing by and through _____, its _____, duly authorized to execute same.

VILLAGE:

VILLAGE OF KEY BISCAYNE, FLORIDA, a Florida municipal corporation

ATTEST:

_____
VILLAGE CLERK

By: _____
Steven C. Williamson, Village Manager

Date Executed: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

DRAFT

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION FORMAT, AS APPLICABLE.

CONTRACTOR:

_____

By: _____
Name: _____
Title: _____

Date Executed: _____, 20__

ATTEST:

_____
By: _____
Title: _____

DRAFT

EXHIBIT "A"

(Attach Contractor's Schedule of Bid Items – Pricing)

DRAFT

			Origional Bid			Negotiated		
#	Item	Unit Measure	Quantity Required	Unit Price	Total Cost	Quantity Required	Unit Price	Total Cost
#1-1	General Requirements & Conditions	LS	1	$7,579.00	$7,579.00	1	$4,329.00	$4,329.00
#1-2	Mobilization & Demobilization	LS	1	$260.00	$260.00	1	$260.00	$260.00
#1-3	Replace Wood Structural Members	SF	50	$68.90	$3,445.00	200	$48.10	$9,620.00
#1-4	Replace Metal Roof with new by Englert 2000 Series	SF	470	$39.55	$18,589.91	470	$39.55	$18,588.50
#1-5	Replace Fascia	LF	88	$42.55	$3,743.96	88	$17.72	$1,559.36
#1-6	Replace Aluminum Railing	LF	51	$163.80	$8,353.80	51	$163.80	$8,353.80
#1-7	Paint Wood Roof Truss and Wood Ceiling in white	SF	900	$17.33	$15,599.70	900	$2.34	$2,106.00
#1-8	Furnish and Install New Furniture (2 benches by Polywood)	EA	2	$556.40	$1,112.80	2	$556.40	$1,112.80
#1-9	Replace Column Lights	EA	8	$482.63	$3,861.04	8	$482.63	$3,861.04
#1-10	Remove Existing Slab Paint , Resurface the slab, and Stamp Concrete Floor (palm leaf)	SF	444	$34.32	$15,235.86	444	$26.93	$11,956.92
#1-11	Strip existing column to substrate and Install Limestone Clading	SF	304	$49.31	$14,989.02	304	$40.47	$12,302.88
#1-12	Landscape Allowance	AL	1	$650.00	$650.00	1	$0.00	$0.00
					$93,420.09			**$74,050.30**

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: RESOLUTIONS:
Agenda Section:

Subject:
A RESOLUTION
OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA,
APPROVING A CHANGE ORDER FOR KCI TECHNOLOGIES, INC. FOR CONSTRUCTION, ENGINEERING, AND INSPECTION (CEI) SERVICES FOR THE SAFE ROUTES TO SCHOOL (SRTS) PROJECT IN AN AMOUNT NOT TO EXCEED $49,752.26; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.
(BUILDING, ZONING, PLANNING AND PUBLIC WORKS DIRECTOR JAKE OZYMAN)

Suggested Action:

Attachments:
cm_21-08-24-tab7.pdf

VILLAGE OF KEY BISCAYNE

Village Council

Michael W. Davey, *Mayor*
Edward London, *Vice Mayor*
Frank Caplan
Luis Lauredo
Allison McCormick
Brett Moss
Ignacio J. Segurola

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: August 24, 2021

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Change Order for Construction, Engineering, and Inspection (CEI) Services relating to the Safe Routes to Schools Project (SRTS)

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to execute a change order in the amount of $49,752.26 for the Safe Routes to Schools Project (SRTS). Funding is allocated in the FY20 Adopted Budget, Capital Improvements, SRTS line item for this project.

BACKGROUND

On May 19, 2020, the Village Council passed and adopted the Resolution No. 2020-42, authorizing Manager to negotiate and execute a contract with KCI Technologiues, Inc. in the amount not to exceed $180,000 which assumed 6 months of CEI services per the FDOT approved project timeline. The project schedule increased to 9 months beyond the initially assumed 6 months schedule, due to additional work, field design changes, modifications, and corrections to construct the project. Additionally, the CEI consultant provided public involvement services that went abobe and beyond what was estimated (Exhibit "A").

The staff negotiated the amount of hours with the Consultantand finds it reasonable.

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A CHANGE ORDER FOR KCI TECHNOLOGIES, INC. FOR CONSTRUCTION, ENGINEERING, AND INSPECTION (CEI) SERVICES FOR THE SAFE ROUTES TO SCHOOL (SRTS) PROJECT IN AN AMOUNT NOT TO EXCEED $49,752.26; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 30, 2020, the Village of Key Biscayne ("Village") adopted Resolution No. 2020-42, approving an agreement with KCI Technologies, Inc. ("Consultant") for professional engineering services relating to construction, engineering, and inspection services (the "Services") for the Safe Routes to School Key Biscayne K-8 Center Project ("Project"); and

WHEREAS, the Consultant has requested a change order to the Project schedule, attached hereto as Exhibit "A" ("Change Order"), due to the need for additional work, field design changes, modifications, and corrections to construct the Project; and

WHEREAS, Village staff has reviewed the Consultant's request for the Change Order and recommends approval; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

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

Section 2. Change Order Approved. That the Village Council hereby approves the Change Order with the Consultant for the Services in an amount not to exceed $49,752.26.

Section 3. **Authorization.** That the Village Manager is hereby authorized to execute the Change Order with the Consultant in an amount not to exceed $49,752.26.

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

PASSED and ADOPTED this _____ day of _____, 2021.

_____
MICHAEL W. DAVEY, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

ISO 9001:2015 CERTIFIED
ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS
5835 Blue Lagoon Drive, Suite 303 • Miami, FL 33126 • Phone 305.477.7667

Village of Key Biscayne
Safe Routes to School Location
Key Biscayne K-8 Center
FPID No. 438162-1-58-01

Expanded Scope of Services
Request for Additional Hours
June 10, 2021

Executive Summary: KCI technologies, inc. is requesting additional hours and fee to complete the CEI services for the Village of Key Biscayne (VKB) Safe Routes to School (SRTS) project. These additional hours are necessary due to the following:

1. Additional hours necessary for the extensive coordination necessary with Village residents on driveway and access issues.
2. Design modifications that have taken place due to field conditions not shown on the plans that delayed the Contractor's progress including driveway reconstructions and additional drainage necessary.
3. Crosswalk modifications to provide channelization and traffic control, as requested at the school as requested by the by Village Key Biscayne Police Department.
4. Additional sidewalk added to provide continuous access around the neighborhood adjacent to the Key Biscayne K-8 Center.

Due to this additional work, the Contractor's time has been extended to August 4, 2021. KCI will require an additional 30 days to close out all the LAP documentation bringing the last of day CEI services as September 3, 2021.

The following is the list of the additional work :

1. Driveway reconstruction and drainage at 715 Ridgewood Road
2. Sidewalk at McIntyre Street on the north side of the school
3. Sidewalk at West Enid Road on the south side of the school
4. Sidewalk at Harbor Drive Park

Exhibit "A"

EXHIBIT - A

VILLAGE OF KEY BISCAYNE

SAFE ROUTES TO SCHOOL

CEI INSPECTION SERVICES- ADDITIONAL SERVICES

Task Work Order Worksheet

KCI TECHNOLOGIES

June 10, 2021

TASK DESCRIPTION / ACTIVITY	CLASSIFICATION AND RATES						
Payroll						Total	Total
Classification	SPE	PA/CSS	RCS (MORE)	SI		Work	Labor Costs
Contract - Hourly Rates	$186.15	$138.23	$74.11	$77.50		Hours	
CEI INSPECTION SERVICES							
Includes Pre Construction, Inspection and Project Closeout	66.00	132.00	0.00	248.00		446.00	$49,752.26
Total Workhours	66.00	132.00	0.00	248.00		446.00	
Sub-Total Dollars-MORE							$0.00
Sub-Total Dollars- KCI							$49,752.26
Materials Testing/Geo - Terracon							
Total Dollars*							$49,752.26

Estimated Staffing for CEI Services

SAFE ROUTES TO SCHOOL

POSITION	2021									TOTALS	
	June	July	Aug	Sep						Months	Manhours
Senior Project Engineer (KCI)/Public Involvement	0.20	0.20	0.00							**0.40**	**66.00**
Project Administrator/CSS (KCI)	0.30	0.30	0.20							**0.80**	**132.00**
Resident Compliance Specialist (RCS) (MORE)	0.00	0.00	0.00							**0.00**	**0.00**
Senior Inspector (KCI)	1.00	0.50	0.00							**1.50**	**248.00**
Subtotal Staff-Months	1.50	1.00	0.20	0.00	0.00	0.00	0.00	0.00	0.00	**2.70**	**446.00**
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**	

Estimated Start Date: 1-Jun-21
Estimated Duration (Days): 60 Calendar Days to Aug 4, 2021, last day of work plus 30 days to closeout LAP paperwork
Estimated Duration (Months): 3 Months
Estimated Completion Date: 3-Sep-21 Closeout

Exhibit "A"

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
1.) MANAGER'S ONGOING PROJECT UPDATE

Suggested Action:

Attachments:
cm_21-08-24-tab8.pdf

Village Council
Michael W. Davey, *Mayor*
Edward London, Vice Mayor
Frank Caplan
Luis Lauredo
Allison McCormick
Brett Moss
Ignacio J. Segurola

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: August 24th, 2021

TO: Honorable Mayor and Councilmembers

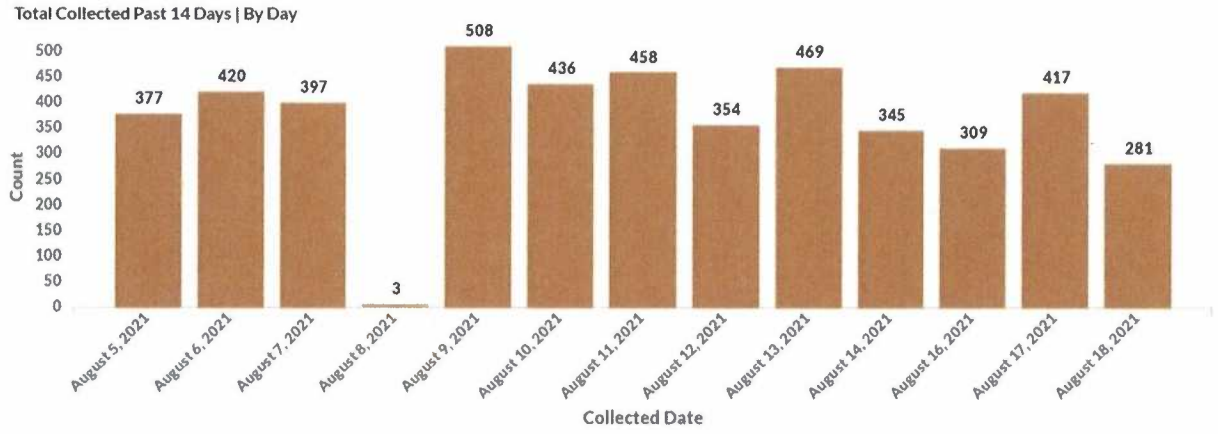
FROM: Steven C. Williamson, Village Manager

RE: Ongoing Projects Update

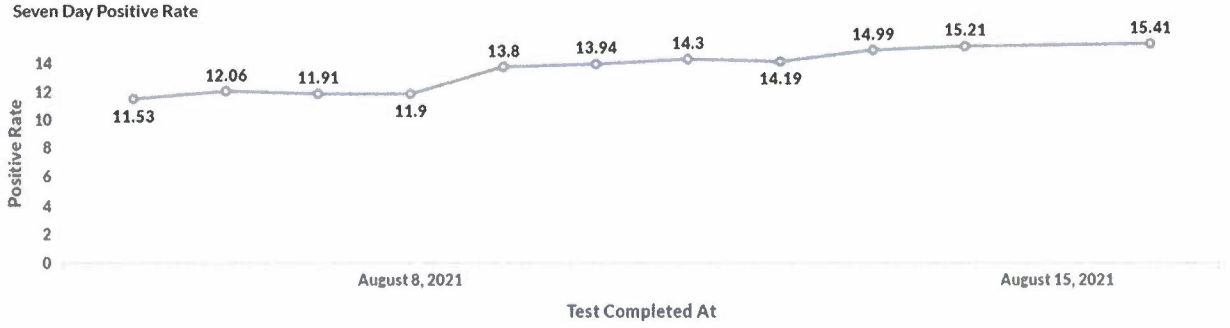
Section A: COVID 19 updates: policy modifications, vaccination and positivity rates (Fire Chief Eric Lang and Village Manager Steve Williamson)

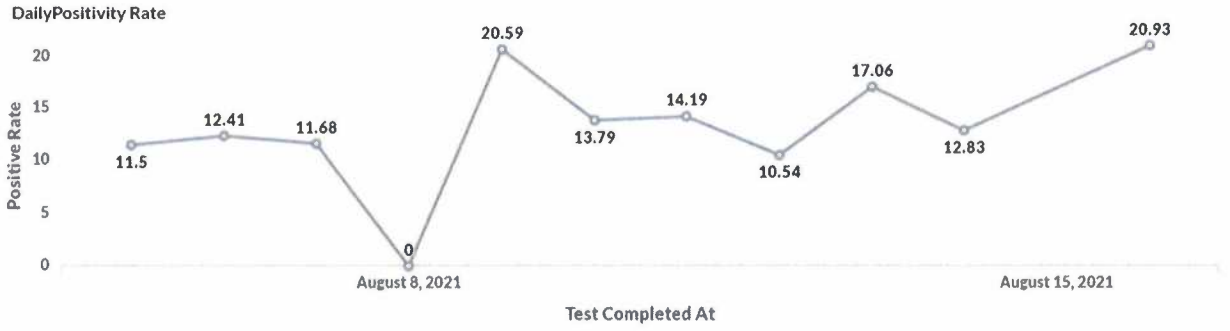
The Village has been responding to impacts of COVID-19 since March 2020. The current actions of the Village include:

1. Ongoing COVID-19 testing has been occurring in two locations (kiosk on Village Green and van at Calusa Park) through Curative, Inc. The number of tests conducted per day between August 5th and August 18th are listed below. The locations are open between 8am to 6pm every day except Sunday. Demand at both testing sites remains high.



2. Positivity rates based on testing at the two locations (combined) are noted below:





3. Vaccine events have been occurring regularly.
    a. Vaccines provided in the Village to date total 1081(as of August 12, 2021)
    b. Two additional vaccine events are scheduled on August 19th and 20th

4. Vaccine percentages in the Village as reported by Miami Dade County on August 13, 2021, are as follows:
    - 67% vaccinated (ages 12-17 years old)
    - 83% vaccinated (ages 18 + years old)

5. On August 2, 2021, the Village Manager instituted an administrative policy mandating facial coverings for employees and visitors inside all Village Buildings and facilities.

Section B: Project updates on "Paradise Park" located at 530 Crandon Boulevard (PROS Director Todd Hofferberth)

Critical Path (contractor) provided their performance and payment bond on July 27th. The Village responded with comments on August 5th and awaits an update

FPL's cost to design and construct the undergrounding of the powerlines has been identified at $150k; a $10k initial deposit will be paid by the department of Public Works during the week of August 16, 2021.

On August 5th the Village received a response from DERM regarding the petroleum assessment report where they agreed with the excavation and removal of the contaminated soil but recommended increasing the areas to be excavated and depth of excavation from 2 to 4 feet below the surface (BLS). They also required a rational justifying why the Village is seeking a "No Further Action with Conditions" and a scaled map depicting the area to be restricted.

Tree relocation and removal permits were submitted on August 9th

On August 12th, the Village conducted a petroleum and waste cleanup coordination meeting with the park's construction contractor (Critical Path) and the Village's environmental consultant (Agua) with the goal of proactively determining the most efficient method to address the comments anticipated by DERM and move forward with completing the required remediation. The Village and consultants await DERM's response to the waste cleanup assessment. Once received, consultants will be able to better determine overall project timelines and decisions can be made about how to fund costs.

Section C: Present gift cards to park naming contestants (Communications Officer Jessica Drouet)

10 residents were the recipients of a $10 gift card for their recommendation to name the park located at 530 Crandon Blvd, "Paradise Park"! Cards were distributed electronically. The Village thanks all contestants for their time, contributions and creativity!

Section D: Website update: Photo Gallery (Communications Officer Jessica Drouet)

The communications department is actively working with the Chamber of Commerce, local community organizations and residents to develop a photo gallery with the purpose of showcasing images of historical and informational relevance to the Village of Key Biscayne.

Section E: Kite Surfing program update (Chief Resiliency Officer Roland Samimy)

The Village hosted a second meeting on July 30th with members of the Key Biscayne Watersports Association (Fernando, Henrique, Lucas), Beach Safety Team (J. Diaz and Gabriel Sanchez-Zinny). Topics discussed included: overall program implementation process, fees, rules, roles and responsibilities. Action items developed include:
1) CRO to continue establishing a vessel exclusion zone and installing signage (new signs added to posts defining the kite launch area),
2) PROS will continue with budgeting for the four beach rangers,
3) VKB will continue with registration of kite-surfers,
4) Until the Beach Ranger program is established, CRO and members of the KBWA will periodically check the launch site on windy days for the presence of kite-surfers while encouraging them to register with the Village (if not already completed).

CRO will continue to lead communications with FWC where an option was discovered to amend

an existing permit that established a vessel exclusion zone per KB ordinance 94-4. The Village can choose to keep the existing pilings and deploy regulatory buoys, remove the pilings and replace with buoys only or move pilings in line with regulatory buoys. Additionally, the Village must decide on what verbiage to put on the buoys to meet the intended goal of keeping swimmers and bathers safe from vessels and kite-surfers without forcing paddleboarders and kayakers out into deeper, rougher water that may create a different safety issue. CRO is working with the manager and Village council to determine th best course of action; application(s) to FWC will be revised accordingly.

The Village and KBWA determined Village Community Center staff will be trained to perform Beach Ranger duties to include implementation requirements as identified by KBWA and residents. This is being budgeted in FY22. The Beach Ranger performs the same duties and holds the same impacts as the previously identified Beach Marshalls proposed by KBWA. What remains to be clarified is how the Beach Ranger program will be implemented as a collaboration between the Village of Key Biscayne and the KBWA.

KBWA has offered to manage, operate, and complete all administrative tasks associated with the implementation of the Kite-Surfing program [Fernando Romeo-Lage]. Further conversations will ensue to assess the feasibility of this option as the program is further implemented. In the meantime, the Village will continue administering the registration of kite-surfers, meeting the physical requirements of the site and budgeting for the Beach Rangers to be trained by Miami Kiteboarding at Crandon Beach Park.

Section F: Skateboard Park project recommendation and cost estimates (PROS Director Todd Hofferberth)

On May 18, 2021, residents addressed the Village Council and shared their desire to have a skate park built in Key Biscayne. The Village Council directed staff to research possible locations and present Council with a preliminary feasibility study.

Staff met with residents and researched skate parks in other communities. Staff determined that a skate park will require between 3,500 and 4,500 square feet of space with an estimated design and construction cost of $350,000.

On June 15, 2021, staff provided the Village Council with a preliminary potential skate site analysis. Calusa Park, Village Green North, Village Green South, Entry Block, Beach Park grass area and Beach Park hardscape were the areas reviewed for their potential to accommodate a skate park. The Village Council passed a motion directing staff to pursue the feasibility of a skate park located at Calusa Park or the Village Green north.

Staff reached out to Miami-Dade County Parks, Recreation and Open Spaces (MDC PROS) and inquired if the Crandon Park Master Plan language that states Calusa Mangrove Trail "*shall also retain four unlighted multi-purpose (including basketball, hockey, tennis) sport courts with the*

necessary equipment for their utilization stored on site" could be interpreted to include a skate park as part of the multi-purpose uses permitted at the park.

MDC PROS' Master Plan Manager responded by stating "*Unlike basketball, hockey, or tennis, a skate park is considered a single-use function and, by definition, does not align with the intent of the master plan".*

The Village would be required to request an amendment from the Crandon Park Master Amendment Committee to proceed with Calusa as an option.

The Village Green north location remains a viable location.

Price:

- Price is often established by a "not to exceed number" determined by the municipality in their request for proposals (RFP).
- In April 2020 the City of North Miami Beach issued a Design Build RFP for a skate park of approximately 4,500 square feet. This is similar to the area available on the Village Green north. The RFP's not to exceed budget was established at $250,000 with $20,000 allocated for the design and $230,000 for construction.
- Attached as Exhibit "A" is a skate park rendering selected by North Miami Beach

RECOMMENDATION:

Staff recommends the project be funded with an overall project budget of $300,000 in FY23. Budget breakdown is as follows:

- 20k Design costs
- 230k Construction costs
- 50k Unknown site conditions

Section G: MAST Academy Solar panels status and recommendation (PROS Director Todd Hofferberth)

On July 12, 2021, Advanced Green Technologies (consultant) notified the Village that the overall project cost had substantially increased due to logistical impacts caused by the supply chain industry. The "not to exceed" project cost of $40,000 is now estimated at $50,266. AGT recommends waiting three to six months for these issues to be resolved. AGT's cost estimates are only valid for a period of seven days.

The proposed amendment states that the Village shall bear (at its sole expense) the entire cost of the project. The Village would be required to:

- Prepay to the School Board, all fees associated with plan review(s), permits and inspections.
- If required (by the School Board), the Village would be required to secure a performance bond.
- Post construction and throughout the term of the agreement, the Village will be required to operate, maintain and repair (within 180 days of damage); the panels are and will always remain property of the School Board
- The Village will be responsible to repair roof damage associated or caused by the solar panels during the warranty period.

RECOMMENDATION:

While the Village awaits logistical impacts caused by the supply chain industry, staff recommends that the Village Manager be authorized to negotiate more favorable contract terms with MAST Academy.

Section H: Building Re-certification Update (Building Official Rene Velazco)

- The building department continues to work with all management companies and their engineers to complete the required recertification process for their structures.
- Meetings are held daily with different properties and submitted engineer reports are reviewed for compliance, or to process permits to repair deficiencies listed on the reports.
- All pending properties have assigned engineers overseeing the process, documentation and certifying the structural and electrical safety of the structures while the repairs are taking place.
- Staff will continue to monitor communication coming out of Miami-Dade County and share updates on any procedures as necessary or required.

Village of Key Biscayne Building Recertification Status				
	Due on 2021	*Due less than 3 yrs. (2018 - 2020)*	*Due more than 3 yrs. (2017 or before)*	*Number of Structures*
Compliant				48
Recertification In Progress	2	17	7	26
Auditing Records	0	6	8	14
Stalemate, No Respond, No Progress	0	0	0	0
Due in 2022 +	38			38
			Total	*126*
			3:13 PM	*08/17/2021*

Status Changes/Progress:
7/23/21 - (1) from "auditing records" to "recert in progress"; B.O. received notification from engineer outlining repairs can proceed while structure is occupied.
7/28/21 - (1) from "recert in progress" to "compliant". Property provided 40 yrs recert ltr from E Santiago; not previously on file.
8/03/21 - Letters mailed & hand-delivered to P.M. companies of cat 2 and 3. Update letter from DP certifying safety of structure; submit ltr within 15 days.
8/11/21 - (1) from "auditing records" to "recert in progress"; B.O. received engineer reports which are being reviewed.
8/11/21 - (1) from "auditing records" to "recert in progress"; B.O. received engineer report that is safe structurally and electrical repairs can proceed while structure is occupied.
8/11/21 - (1) from "auditing records" to "recert in progress"; B.O. received engineer report stating deficiencies; P.M. working on pulling permits for repairs.
8/17/21 - (5) changed from "recetr on progress" to compliance; after meeting with P.M. realized that 40 yrs recert are technically due end of the 2021 year.

Definitions:
1. Compliant: building owner or property management firm has completed, received and submitted the appropriate recertification document (s) to the Village of Key Biscayne Building and Zoning Department
2. Recertification In Progress: building owner or property management firm is working with an engineer or architect to ensure compliance measures are met as they relate to the recertification process
3. Auditing Records: building owner or property management firm has not hired an engineer/architect to perform mandatory inspections related to the recertification requirements, or has not taken any action in addressing the hired engineer's or architect's recommended action(s)

Section I: National Flood Insurance Program, Community Rating System and Risk Rating 2 status (Building Official Rene Velazco)

The National Flood Insurance Program (NFIP) is a program created by the United States Congress in 1968 through the National Flood Insurance Act of 1968.

This NFIP is designed to provide an insurance alternative to disaster assistance to meet the escalating costs of repairing damage to buildings and their contents caused by floods.

The Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP). Over 1,500 communities participate nationwide.

In CRS communities, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community's efforts that address the three goals of the program:

1. Reduce and avoid flood damage to insurable property
2. Strengthen and support the insurance aspects of the National Flood Insurance Program
3. Foster comprehensive floodplain management.

Flood insurance premium rates in Community Rating System communities are discounted in increments of 5%. A Class 10 community is not participating in the CRS and receives no discount. A Class 9 community receives a 5% discount for all policies in its Special Flood Hazard Areas, a Class 8 community receives a 10% discount, all the way to a Class 1 community, which receives a 45% premium discount.

Classifications are based on 19 creditable activities, organized in four categories:

1. Public Information
2. Mapping and Regulations
3. Flood Damage Reduction
4. Warning and Response

FEMA is updating the National Flood Insurance Program's (NFIP) risk rating methodology through the implementation of a new pricing methodology called Risk Rating 2.0. The methodology leverages industry best practices and cutting-edge technology to enable FEMA to deliver rates that are actuarily sound, equitable, easier to understand and better reflect a property's flood risk.

Since the 1970s, rates have been predominantly based on relatively static measurements, emphasizing a property's elevation within a zone on a Flood Insurance Rate Map (FIRM).

This approach does not incorporate as many flooding variables as Risk Rating 2.0. Risk Rating 2.0 is not just a minor improvement, but a transformational leap forward. Risk Rating 2.0 enables FEMA to set rates that are fairer and ensures rate increases and decreases are both equitable.

With Risk Rating 2.0, FEMA now has the capability and tools to address rating disparities by incorporating more flood risk variables. These include flood frequency, multiple flood types—river overflow, storm surge, coastal erosion and heavy rainfall—and distance to a water source along with property characteristics such as elevation and the cost to rebuild.

FEMA is upholding statutory requirements by limiting Annual Premium Increases. Existing statutory limits on rate increases require that most rates not increase more than 18% per year.

Discounts to policyholders in communities who participate in the Community Rating System will continue. Communities will continue to earn National Flood Insurance Program rate discounts of 5% - 45% based on the Community Rating System classification. However, since Risk Rating 2.0 does not use flood zones to determine flood risk, the discount will be uniformly applied to all policies throughout the participating community, regardless of whether the structure is inside or outside of the Special Flood Hazard Area.

Key Biscayne properties impacted by Risk Rating 2.0 (6,815)

Increase

- $0-$10: 5,397 residents impacted on October 1st, 2021

- $10-$40: 1,034 residents impacted on October 1st, 2021
- $40-100: 84 residents impacted on October 1st, 2021

Decrease

- 300 residents impacted on October 1st, 2021

The Village of Key Biscayne is currently at a class 8. We are working to increase the points we earn per category to achieve a class 7 and continue to explore new ways to reach a class 6 in the near future. Part of the process in obtaining these goals is to establish regulations that generate more points per category while maintaining favorable building practices that are both, resilient and attractive to the community.

Section J: Fernwood Parking project update (BZP & Public Works Director Jake Ozyman)

The project is 90% complete. Items listed below are pending and scheduled to be completed by the end of August:

1. Curb stops
2. Electric vehicle charging stations
3. Final grounds maintenance and landscaping

Section K: Septic to Sewer update (BZP & Public Works Director Jake Ozyman)

Below are the percent of compliance for each Sewer Connection Zone and the number of homes remaining on septic compared to our last update:

Zone	As of 7/20/21		As of 8/16/21	
	% Compliance	Number of Homes Remaining	% Compliance	Number of Homes Remaining
Zone 4	95%	3	95%	3
Zone 1	93%	7	93%	7
Zone 2 & 3	89%	36	89%	35
Sub-total		46		45
In process of connecting		21		21
Total		67		66

Section L: Progress on Safe Route to Schools program (BZP & Public Works Director Jake Ozyman)

The project is substantially complete and entering its close-out phase. The Village is faced with needing additional cost for this project due to variety of reasons, mostly due to the errors and omissions on the design documents, which includes but not limited to grading errors, quantity errors, not showing correct field conditions, etc. As a result, the project schedule increased to 9 months beyond the initially assumed 6 months schedule. In addition, there were delays to the project due to coordination efforts with each impacted resident.

Project Cost Summary

The awarded construction contact amount is $485,300, which included $441,180 bid amount plus $44,120 for contingencies. The additional cost for the project is $128,873.69 which includes $85,780.89 for the change orders, and $43,092.50 for the overruns. Total construction cost currently is $570,053.39.

The project cost summary table (Table 1) shows all cost to date including design, construction, and construction engineering & inspection. The Village had budgeted $1,147,180 for expenses and $867,000 for revenues (grant), netting $280,180 available for the work that is not reimbursed by the grant. The initial grant amount of $669,881 was adequate to cover additional cost for the construction phase change orders and overruns. However, the recent supplemental agreement reduced that amount to $441,180.

The Village requested an additional supplemental agreement to fund the construction in the amount of $128,873.40. It is currently under review by the FDOT.

	FUNDING		
	GRANT	ACTUAL COST	NET
DESIGN			
PHASE 38 DESIGN	$ 83,735	$ 202,501	$ (118,766)
CONSTRUCTION			
PHASE 58 CONSTRUCTION	$ 441,180	$ 441,180	
FDOT APPROVED CHANGE ORDERS		$ 85,781	
QUANTITY OVERRUNS		$ 43,093	
SUBTOTAL	$ 441,180	$ 570,054	$ (128,874)
CONSTRUCTION ENGINEERING AND INSPECTION			
PHASE 68 CEI	$ 83,735	$ 177,501	
CHANGE ORDER		$ 49,753	
SUBTOTAL	$ 83,735	$ 227,254	$ (143,519)
TOTAL	$ 608,650	$ 999,809	$ (391,159)

Section M: Beach access points easements update (Chief Resiliency Officer Roland Samimy)

Sands Condominium: Ed Soto (Weiss Serota) is collaborating with a title underwriter on securing a breakdown of how the Sands Condominium can consent to the easement agreement. The Sands attorney is not in agreement with the language from the original draft easement agreement. The Village is applying for a Coastal Partnership Initiative Grant to fund the development of the Sands beach access path (one of three) while exploring a potential partnership with The Nature Conservancy in support of long-term dune protection/restoration efforts.

Casa Del Mar: Weiss Serota is negotiating terms with the condominium attorney

Commodore Club South: A sketch and legal description for the access easement were completed by KCI and sent to Weiss Serota (Ed Soto) on 8/5/21 for review and inclusion into the easement agreement.

Section N: Freebee program update (Chief Resiliency Officer Roland Samimy)

On August 1, 2021, the Key Biscayne Freebee circulator converted to an on-demand ridership for the circulator was significantly lower than the on-demand vehicles. July ridership for on-demand reached the highest levels since inception (7,524 total rides for the month). Adding a 5th on-demand vehicle will likely result in higher ridership in August and/ or lower response times. We will monitor and report the results.

CFO and CRO met with Lisa Colmenares (program development manager for Miami-Dade Transportation Planning Organization - TPO) to identify a path forward for the Village to become a part of the TPO (a.k.a. SMART Plan) demonstration project within the County. She outlined how and when we would submit to the State for funding, with a goal of further expanding the Freebee program. A window of opportunity opens in the spring but planning for submittal occurs in winter.

Section O: Blade Micro mobility pilot concept (ebikes) (Chief Resiliency Officer Roland Samimy)

The Village Manager and CRO met with Blade Micro-mobility (similar to LimeBikes) to craft a pilot for a small fleet of eBikes on the key. The eBikes can be docked or free standing and possess technology that renders them trackable and spatially constrainable.

The pilot would consist of:

- 60 days of community awareness and engagement
- A report back to Council summarizing findings and a recommendation
- Design of a comprehensive pilot program taking into consideration lessons learned from previous LimeBike effort
- An approved 6-month pilot period based on community input and Council approval (s)

Critical elements to be addressed would include:

- location(s) of the pilot (e.g., pop-up pod for temporary and semi-permanent micro-mobility rental),
- number of eBikes
- ebike speed and transit way consideration to ensure safety for riders and pedestrians,
- over-all public interest and community/Council support

The pilot would be at no cost to the Village. Should data reveal this effort warrants scaling up, the intent would be to establish a revenue sharing agreement.

Section P: Sargassum removal plan update with composting options and cost projections for remainder of FY21 and for FY22 (Chief Resiliency Officer Roland Samimy)

The month of August seems to be lighter than previous months; during the period of August 1-9, only three trucks were loaded. The department of Public Works has identified the following three scenarios:

Option 1: **Do nothing** (no further seaweed hauling): As of August 16, 2021, the Village has experienced a budget deficit for beach cleanup activities of $285k. Funds were repurposed from landscape enhancement to the prioritization of beach cleanup. In this scenario, staff proposes doing nothing in terms of coordinating the additional hauling of seaweed.
Option 2: **Do something** (coordinate additional seaweed hauling): Public Works has identified an additional $64k in funding to secure an additional 36 trucks. The additional $64k would originate from savings experienced in the budget's horticulturist line item and utility bills.
Option 3: **Do everything** (continue seaweed hauling as needed to keep beach clear): In order to maintain the current levels of beach cleanup activities, the department would require a transfer of $325k from reserves (requiring council approve a budget amendment) to cover the remainder of the year.

RECOMMENDATION:

The department recommends Council consider option 3 and approve the transfer of $325k from reserves into the beach cleanup line item in FY 21.

The seaweed composting pilot program effort has briefly stalled as the Village awaits a response from the Historic Beach Park Trust on their vision of how we could successfully partner with the Yermi-composting team (fertile earth worm farm).

Section Q: Update on Village's participation in USACE's Coastal Storm Risk Management beach protection feasibility study (Chief Resiliency Officer Roland Samimy)

The USACE effort continues, however, it has required significant effort over the past month on the part of Mayor Davey, Manager, CRO, MDC Mayor Cava, MDC Commissioner Regalado, Rep. Salazar and the Village lobbyists (Spencer Crowley and Jim Davenport) and Village Ocean Engineer (Tim Blankenship), to clarify a foundational miscommunication between the Corps and MDC-DERM. Misunderstanding over the issue of mitigation for impacts resulting from Corps Tentatively Selected Projects (TSP) resulted in the Corps scaling back its proposed TSP for Key Biscayne to a level that would result in no seagrass impacts and minimal shoreline protection.

Furthermore, based on discussions with MDC-DERM, the Corps was uncertain that moving beyond the feasibility study phase we are currently in, the County (as local project sponsor) was going to be supportive of Key Biscayne being included in the 50-year CSRM federal beach protection program.

The most immediate crisis was resolved as Mayor Cava addressed the Corps concern in an official correspondence (August 9, 2021) to the Corps that the County "..... reiterate the County's full support for inclusion of the Village of Key Biscayne beach segment in this important resilience project. I believe a comprehensive approach to regional beach/sediment management and shoreline protection is important for all Miami-Dade County coastal beachfront communities, including the Village of Key Biscayne."

Representative Salazar also confirmed the criticality of Key Biscayne being included in the federal beach protection program. To date, the Corps has acknowledged that Key Biscayne remains in "the project." Moving forward, we still face the issue of what scale TSP will be advanced by the Corps. Despite earlier indications that the Corps would consider a combination of beach renourishments with erosion control structures (inclusive of an offshore submerged barrier) for a TSP, at the moment the Corps is primarily focusing on beach renourishment combined with a seawall to be buried in the dune line and the dune line enhanced to provide sufficient cover to the wall. The Key Biscayne Team (Samimy, Davenport, Crowley, Blankenship) is actively engaging with the Corps and DERM to steer the Corps towards as robust a TSP as possible given environmental and economic constraints while not completely abandoning the benefits of an offshore submerged structure.

Section R: Rickenbacker Causeway update (Village Manager Steve Williamson)

Miami-Dade County is working through a unique procurement process where Plan Z Consortium has submitted an unsolicited proposal for the immediate release of an RFP based on the "project purpose" of the unsolicited proposal. It is moving quickly with Miami-Dade County Parks, Department of Recreation and Open-Spaces (M-DC PROS) as the project manager. They held a public meeting on August 4 to hear citizen comments, then published a pre-advertisement scope

of services on August 5, and now plan to release the RFP in mid to late August. The RFP will be out for about 90 days, allowing any firm to submit a proposal to compete against Plan Z.

The Mayor and I have been working closely with M-DC PROS Director Maria Nardi and her Deputy and Assistant Directors. All will play an important role in the project. I have also reached out to the City of Miami to ensure we effectively partner with them and the County.

After review of the proposals, the County will enter a two-step process. The first will be an interim agreement, where the selected firm will conduct significant community and stakeholder engagement and develop their concept of the design, build, finance, maintenance and long-term operation of both the Rickenbacker and Venetian Causeways. Once the concept is complete and public and stakeholder input is considered, the selected firm will present the final concept to the Board of County Commissioners to enter into the actual design, construction, maintenance and operations contract. These two steps are estimated to take about a year and the subsequent design process another year on top of that. The ***best-case scenario*** would have construction starting around the beginning of 2024.

Since the August 4 meeting, County Commissioner Sally Heyman of District 4 has petitioned to have the Venetian Causeway separated from the Rickenbacker Causeway portion of the project. She feels they are two distinct projects and are at different phases of the project process. Additionally, Commissioner Regalado held a community meeting on the Rickenbacker project in our Community Center on August 12, where she received considerable feedback from our residents and others.

During the last few weeks, we have been coordinating with M-DC PROS, the County Chief Operating Officer, the County Mayor's office and of course, our County Commissioner, Raquel Regalado. Through many meetings and correspondences, they have committed to us being a keu stakeholder throughout the project. They understand how important access to and from Key Biscayne is for our residents, worker and visitors in normal times, emergencies and disasters.

We are also very pleased that they consider this primarily a transportation project, needing in-depth traffic studies of planned and projected use, a design to ensure the safe flow of vehicles and bicycles into Crandon Park, input from all stakeholders along the causeway, and detailed work to address the structural integrity of the William Powell Bridge and West Bridge, and the critical replacement of Bear Cut Bridge.

We applaud their promise to ensure the new causeway infrastructure addresses threats from future sea level rise, flooding and storm-surge. And they have pledged to work with us through the concept and design processes to ensure safe separation of the roadways and bicycle pathways, enable traffic flow unimpeded by local traffic, incorporate fire and rescue access to the bicycle pathways, and include safe pathways for our children to ride their bicycles to and from MAST Academy.

They are also committed to creating a governance and land ownership agreement that still allows

the County to apply for and receive federal and state transportation and recreation-related grants. Furthermore, they have assured that the tolls from Rickenbacker Causeway will stay local and be used only for the maintenance, operations and future capital requirements to ensure the causeway provides a high level of service for all. We are also excited about their commitment to making this RFP process competitive and one that stimulates creative solutions.

Most notable is how important the County and in particular M-DC PROS believes this project is and how central a partner they consider the Village of Key Biscayne. On August 13, we sent a letter to Director Nardi (and Chief Operating Officer Morales and Mayor Cava) restating our critical interests to which she replied immediately that they will be included in the soon to be released request for proposal. On August 14, Jimmy Morales followed up with his support.

Next, on August 16, the project RFP was released and included the majority of our critical interests. However, because we, along with the City of Miami and the City of Miami Beach, were named key stakeholders, the RFP restricts any potential proposers to communicate directly with the Village of Key Biscayne. The County has put in place a process which allows a proposer to send written questions intended for the Village through the County. We, in turn, would have to send our responses back through the County, eliminating the possibility of open and free discussion about the project and the Village's interests.

The current project milestones are:

- RFP release – August 16, 2021
- Proposals due – November 4, 2021
- Evaluation – November 2022–January 2022
- Negotiation – February–May 2022
- Award – June–July 2022

Until more is known about the project proposals, we will continue to pursue the following principle, goals, and interests:

Guiding Principle: As the only ingress and egress route, residents, employees, and visitors must have safe road access to and from Key Biscayne in normal times, for emergencies, and during disasters.

Goals:

1. Be a critical player and actively engaged in all phases of the project
2. Influence the focus of any planning, design, build, finance, operate, and/or maintain efforts so that the outcome supports the Village's interests and effective balances the competing interests of access, connectivity, mobility, and recreation to the benefit of Key Biscayne, our residents, and our neighbors (Crandon Park and Bill Baggs State Park).
3. Ensure tolls remain reasonable and that revenues generated from tolls are used to develop the Rickenbacker Causeway facilities and operate and maintain them

Key Biscayne Interests:

- Ensure Key Biscayne is an active participant in any discussions, planning, studies, requests for proposals, consultant proposal review and selection, and design processes
- Address structural integrity of each of the three bridges, particularly Bear Cut Bridge
- Anticipate traffic from existing and all planned and projected venues along the causeway
- Create a safe separation of the roadways and the bicycle pathways
- Design intersections to allow through traffic to continue unimpeded by local traffic
- Ensure bicycle traffic safely flows into Crandon Park and that there is adequate space and bicycle lanes in the park to absorb the increase of bicycle use
- Ensure there is adequate fire and rescue access to the bicycle pathways
- Provide safe pathways for our children to ride their bicycles to and from MAST Academy
- Address sea-level rise, flooding and storm surge projections in all designs
- Ensure resulting governance and land-ownership agreement allows for the continued application for State and Federal grants
- Create a positive cash flow to enable proactive operations, maintenance, and repair
- Keep tolls reasonable
- Keep revenues local while supporting the needs of the Venetian Causeway with Countywide resources
- Bring together all relevant stakeholders along the causeway to understand all interests and conflicts

Section S: Recommended FY 22 legislative and partner agenda (Village Manager Steve Williamson)

RECOMMENDATION:

I recommend the following legislative and partner agenda for the coming year and further suggest the Village Council review, discuss, and approve the priorities listed on the attachment.

BACKGROUND:

The Village of Key Biscayne faces several challenges and opportunities in the coming years. From sea-level rise, flooding, and coastal erosion; increased traffic; aging public and private infrastructure; increasing frequency and severity of storms; improvements to the Rickenbacker Causeway; replacement of Bear Cut Bridge; the need for more athletic field space and community facilities; and of course, the possible continuation of the COVID-19 pandemic. Our residents deserve a village government that provides a safe, thriving, active, accessible and resilient environment for all. To address these challenges and benefit from upcoming opportunities, the Village of Key Biscayne must rely on many federal, state and local partners.

Attached is my recommended list of legislative and partners goals for Fiscal Year 2022. The goals are listed in priority order under each category. Of course, when critical and urgent items arise, we will adjust our efforts accordingly. But, for a small Village like Key Biscayne, success can best be attained by focus and persistence. To that end, over the past few months my team and I have been cultivating relationships with those who can directly impact the future of our Island Paradise and can support us in moving our community forward to meet the needs of those we serve.

FY22 Legislative and Partner Goals

Federal Level [Lobbyists: Jim Davenport, Thorn Run; Spencer Crowley, Akerman]:

- US Army Corps of Engineers Coastal Storm Risk Management feasibility study and subsequent shoreline protection and stabilization project
- Resilience, stormwater and transportation related infrastructure acts and programs:
  - Stormwater and shoreline infrastructure
  - Roadway and pedestrian flow and safety
  - Stormwater treatment and water quality
  - Electric vehicle transition and LED lightbulb conversion
  - Broadband infrastructure
- Continued financial support for the K-8 stormwater basin design and construction
- Village input to the impending risk based National Flood Insurance Program legislation

State Level [Lobbyist: Converge (Mario Bailey and John Kilman)]:

- FDEP Resilience Florida program:
  - Resilience and sustainable infrastructure strategy and integration
  - Utilities resilience and undergrounding
  - K-8 stormwater basin design and construction
- Sargassum and seaweed removal
- Clean Water State Revolving Fund - Stormwater treatment and water quality
- FDEP Coastal Partnership Initiatives - Public beach access improvements
- FY23 appropriations & policy priorities:
  - Stormwater, water quality, and shoreline protection infrastructure
  - Utilities resilience and undergrounding
  - FDOT funding support for Crandon Blvd traffic flow and safety
  - State Park entrance surcharge to assist municipality for land acquisition or for beach renourishment or restoration (Florida Statute 380.0685)
- Expansion of the maritime exclusion zone

Miami-Dade County Level [Direct Coordination]:

Miami-Dade County District 7 Commissioner:

- Participation in the Rickenbacker Causeway and Bear Cut Bridge project
- Sargassum and seaweed removal and composting support
- Participation in the design and build for the new branch library

- Traffic flow and safety for Crandon Blvd

Miami-Dade County Mayor:
- Participation in the Rickenbacker Causeway and Bear Cut Bridge project
- US Army Corps of Engineers Coastal Storm Risk Management feasibility study and subsequent shoreline protection and stabilization project

- Traffic flow and safety for Crandon Blvd
- Get into TPO SMART Plan for additional FreeBees circulators and Brickell connector

Miami-Dade County Parks, Recreation and Open-Spaces:
- Rickenbacker Causeway and Bear Cut Bridge
- Access to Crandon Park maintenance road for seaweed/sargassum removal and beach maintenance
- Joint post disaster debris site
- Calussa Park agreement
- Reestablishment of the Crandon Park Advisory Board

Miami-Dade County Regulatory and Economic Resources, Department of Environmental Resource Management:
- US Army Corps of Engineers Coastal Storm Risk Management feasibility study and subsequent shoreline protection and stabilization project

Miami-Dade County Transportation and Public Works:
- Traffic flow and safety for Crandon Blvd – participation in Vision Zero Program
- Additional FreeBee circulators

Miami-Dade County Transportation Planning Organization:
- Get into TPO SMART Plan to add additional FreeBee circulators and Brickell connector

Miami-Dade County Public Library System:
- Participation in the design and build for the new branch library

Miami-Dade County Water and Sewer Department:
- Remove remaining septic tanks and connect to sewer lines
- Long-term lease for Village Hall parking lot property to provide additional parking and…

Miami-Dade County Public Schools:
- Maintain strong relationships with K-8 Center and MAST Academy Principals
- Continued assignment of M-DCPS School Resource Officers in K-8 Center and MAST Academy

City of Miami:
- Favorable continuation of the Fire & Rescue automatic aid and ancillary services agreement

- Deconflict traffic and partner on Rickenbacker Causeway
- Participation in the design of the Virginia Key landfill park and athletic fields
- Participation in Virginia Key master planning

Section T: Community Group transition plan (Village Manager Steve Williamson)

On July 26, 2021, the Key Biscayne Community Foundation made the decision to terminate its contract with the Village. The contract was valued at $125,000 annually and provided the Village the following services: Environmental resources, civic engagement and anti-bullying, arts and culture, community workshops, additional community programs, and administration for fiscal sponsorship.

As a result, the Village Administration will now directly oversee the 12 Village funded community groups. The Village is also investigating whether in can take on certain additional programs, events and services previously performed by the Key Biscayne Community Foundation.

In order for the Village to take on the direct oversight and management of the twelve community groups, we will hire a Community Groups Coordinator in the Parks, Recreation and Open-Space Department for approximately $65,000 a year.

The Community Groups Coordinator will guide and offer direct support to each community group as well as communicate and collaborate with each leader to ensure the group provides the designated services to the community and the Village. The coordinator will also provide the following assistance to each group:

- Create a working agreement with each community group to outline the services and deliverables they will provide the community and the Village,
- Establish a working relationship between the community groups and the departments their services most closely supports (e.g., Zero Waste Culture with the Chief Resilience and Sustainability Officer). Connect the group with the appropriate department to align with the Village's strategic goals and objectives,
- Provide community groups administrative and financial support, and
- Offer feasible logistics support and coordination for the community groups' events

The Community Groups Coordinator will also be assigned the duties of:

- Recommending which of the programs, events and services previously provided by the KBCF can feasibly be taken on by the Village Administration,
- Develop an application process to begin in Spring 2022 that allows for any community group to submit proposals for Village Administration review and evaluation. The evaluation will be based on how well the group's offerings aligns with the Village's strategic goals and objectives. Once each group's proposal is evaluated, the funding request and a supporting justification will be submitted into the FY23 Budget process for approval by the Village Council.
- Explore and suggest innovating ways to manage and fund community groups

Due to budget constraints and the uncertainty of the effect the COVID-19 pandemic will have in the ensuing year, we recommend to fund each of the 12 community groups at the FY21 Adopted Budget amounts.

See attached summary

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Community Group FY22 Recommended Funding Levels

Community Group	PM	LNO	Services	FY20 Actual Spent	FY21 Adopted Budget	FY22 Budget Request	FY22 Recommended	Est. Admin Cost	FY22 Actions
KB Piano Festival	PROS	PROS	Offers classical and pop piano music. Composed of three programs divided in 11 events: monthly concerts, holiday concert, and Keys on the Key Festival.	$ 27,464	$ 29,500	$ 94,320	$ 29,500	$ 9,649	Hire a Community Groups Coordinator in PROS for routine communications and collaboration with the groups. Provides administrative and financial support as required and connects the group with the appropriate department to achieve Village's goals and objectives.
KB Children's Business Fair	PROS	PROS	A community and family one-day marketplace showcasing young entrepreneurs. Aims to motivate young entrepreneurs to recognize their ideas and turn them into action. Children create a product or service, develop a brand, build a marketing strategy, and then open for customers.	$ -	$ -	$ 6,000	$ 6,000	$ 1,962	Hire a Community Groups Coordinator in PROS for routine communications and collaboration with the groups. Provides administrative and financial support as required and connects the group with the appropriate department to achieve Village's goals and objectives.
Key Biscayne Car Week	PROS	PROS	An automotive race car festival providing residents and visitors an opportunity to explore and enjoy a wide range of race cars	$ -	$ 20,000	$ 32,000	$ 20,000	$ 6,542	Hire a Community Groups Coordinator in PROS for routine communications and collaboration with the groups. Provides administrative and financial support as required and connects the group with the appropriate department to achieve Village's goals and objectives.
City Theatre	PROS	PROS	Offers professional theatre production of 6-7 short ten minute plays curated in one 80 minute program for presentation to the Key Biscayne community and visitors.	$ 7,500	$ 15,000	$ 17,000	$ 15,000	$ 4,906	Hire a Community Groups Coordinator in PROS for routine communications and collaboration with the groups. Provides administrative and financial support as required and connects the group with the appropriate department to achieve Village's goals and objectives.
Historical and Heritage Society (HHS)	PROS	PROS	Collects, archives and displays items of historical significance about Key Biscayne. Preserves and disseminates Island lore to promote and enhance our distinctive sense of community rooted in our Island heritage. Develops programming and events for lifelong learning on matters of local interest and to contributes to the rich public life that characterizes Key Biscayne. Enhances the "KB" brand and fosters civic engagement. Hosts tours at the HHS museum.	$ 14,630	$ 15,000	$ 15,000	$ 15,000	$ 4,906	Hire a Community Groups Coordinator in PROS for routine communications and collaboration with the groups. Provides administrative and financial support as required and connects the group with the appropriate department to achieve Village's goals and objectives.
Trap, Neuter, & Release Program (TNR)	PROS	PW	To humanely reduce the number of feral cats in Key Biscayne by neutering and placing as many cats as possible into loving homes. Pays for trapping, neutering, and fostering expenses.	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 4,906	Hire a Community Groups Coordinator in PROS for routine communications and collaboration with the groups. Provides administrative and financial support as required and connects the group with the appropriate department to achieve Village's goals and objectives.
4th of July Parade Committee	PROS	PROS	Plans, organizes and produces the Village's historical and traditional 4th of July Parade.	$ -	$ 30,000	$ 30,000	$ 30,000	$ 9,812	Hire a Community Groups Coordinator in PROS for routine communications and collaboration with the groups. Provides administrative and financial support as required and connects the group with the appropriate department to achieve Village's goals and objectives.
KB 4th of July BBQ by the Rotary Club of KB	PROS	PROS	Plans, organizes and produces the Village's 4th of July BBQ to bring families and friends together for an afternoon of good food, entertainment, kids' activities, and cold beverages.	$ -	$ 4,000	$ 4,000	$ 4,000	$ 1,308	Hire a Community Groups Coordinator in PROS for routine communications and collaboration with the groups. Provides administrative and financial support as required and connects the group with the appropriate department to achieve Village's goals and objectives.
A Zero Waste Culture/Composting	PROS	CRO	Provides the community composting opportunities. Manages the pick-up programs at the farmer's market and offers community members compost for gardens and plants.	$ 13,404	$ 8,230	$ 35,704	$ 8,230	$ 2,692	Hire a Community Groups Coordinator in PROS for routine communications and collaboration with the groups. Provides administrative and financial support as required and connects the group with the appropriate department to achieve Village's goals and objectives.
Active Seniors on the Key (ASK)	PROS	PROS	Group exercise with instructor, walking group, health and wellness lectures, tai chi, lighthouse run warmup, OSHER lectures, book club, art classes, field trips, holiday parties, and similar events	$ 41,286	$ 34,000	$ 34,000	$ 34,000	$ 11,121	Hire a Community Groups Coordinator in PROS for routine communications and collaboration with the groups. Provides administrative and financial support as required and connects the group with the appropriate department to achieve Village's goals and objectives.
Kindness in the Schools (KITS)	PROS	PROS	A parent-lead group focused on educating the members of the community with the aim of creating a positive and nurturing environment for our children. Provides school-based kindness and art awareness initiatives.	$ 1,321	$ 5,000	$ 5,000	$ 5,000	$ 1,635	Hire a Community Groups Coordinator in PROS for routine communications and collaboration with the groups. Provides administrative and financial support as required and connects the group with the appropriate department to achieve Village's goals and objectives.
K8 Senior Volunteers	N/A	N/A		$ -	$ 1,000	$ -	$ -	$ -	Hire a Community Groups Coordinator in PROS for routine communications and collaboration with the groups. Provides administrative and financial support as required and connects the group with the appropriate department to achieve Village's goals and objectives.
Youth Council	N/A	N/A		$ -	$ 5,000	$ -	$ -	$ -	Hire a Community Groups Coordinator in PROS for routine communications and collaboration with the groups. Provides administrative and financial support as required and connects the group with the appropriate department to achieve Village's goals and objectives.
Youth Lead Change (Formerly Youth Leadership)	PROS	PROS	Offers youth between 13-25 worships, mentorship, and grants to create social and environmental initiatives. Provides a free educational online platform to create and grow initiatives. Teaches compassionate leadership and social entrepreneurship to empower young people to become positive changemakers.	$ 18,031	$ 17,000	$ 25,000	$ 17,000	$ 5,560	Hire a Community Groups Coordinator in PROS for routine communications and collaboration with the groups. Provides administrative and financial support as required and connects the group with the appropriate department to achieve Village's goals and objectives.
				$ 198,730	$ 313,024	$ 198,730	$ 65,000		

Section U: Cost and Time estimate and discuss open public access system (Chief Financial Officer Benjamin Nussbaum)

Definitions and Purpose:

ERP is an acronym for Enterprise Resource Planning. Enterprise Resource Planning software consolidates all business operations software into one all-encompassing system.

An ERP's shared database has the ability to connect the "front end" customer service facing systems such as permit application and plan reviews (Building and Zoning) to back-office activities, such as Finance, Accounting (receivables, payables, and general ledger) and Procurement to name a few.

An ERP's greatest benefit is the elimination of multiple, separate software solutions, to enable everyone inside and out of the organization to share and manage the same information in real time.

On July 27, 2021, council requested that staff research options for an ERP that would support a process by which the public could access Village records without the use of a public records requests mediator. Ideally, the system would support a comprehensive level of access to all software, programs and databases utilized by Village departments giving the requestor the ability to query utilizing key words and phrases.

The results of the staff's research are as follows:

1. Enterprise Resource Planning (ERP)

In order to meet the requirements that will allow the public to gain access into a comprehensive information database, the Village would be required to purchase and install an ERP system that acts as an umbrella database with the features and capabilities of seamlessly interfacing and gathering data from different platforms. Below is a rough estimate of costs associated with the purchase, installation, data merge and go live of an ERP system.

- **System Name & Developer:** Tyler Technologies: Munis and EnerGov
- **Total cost of ownership** (includes system purchase, customizations, data transfer/uploads, training): From 2014 – 2020, the City of Miami Beach spent $10.9 million in implementation and ongoing maintenance costs
- **Implementation plan + timeline:** The ERP implementation was phased over 6 years. Costs associated with this process included recurring change orders that cost an additional $1.9 million paid to the consultant for a best practice analysis report.
- **Pros**: The Tyler Munis software offers the most functionality and modules of all government ERP systems
- **Cons**: Cost. Staff believes there are more suitable and economical alternatives that could meet

the Village's needs.

2. Public Access system

Another option researched includes a less comprehensive cloud-based access system that allows the public to interface with some of the more commonly used, already existing Village software systems. This option would allow the requestor to interface and search the more common databases that hold frequently requested information. Below is a summary of two systems that could provide this level of service:

System 1:

- **System Name & Developer:** Laserfiche
- **Total cost of ownership** (includes system purchase, customizations, data transfer/uploads, training): $15,000
- **Implementation plan + timeline:** 1 year
- **Pros**: Document Repository with exceptional search capabilities. External stakeholders can view Resolutions, Ordinances, Contracts, and any other public documents the Village enables.
- **Cons**: Cost and possible duplication of resources i.e. Resolutions & Ordinances are already provided on the Village website

System 2:

- **System Name & Developer**: Socrata, Tyler Technologies
- **Total cost of ownership** (includes system purchase, customizations, data transfer/uploads, training): $13,000
- **Implementation plan + timeline:** 1 year
- **Pros:** Citizen Engagement & Financial Transparency module that integrates with the Village's existing Financial ERP system, Incode. Allows external stakeholders the ability to view data, charts, graphs, and dissect the budget and financials in real time.
- **Cons**: Information can be misleading if year-end accruals, journal entries and other accounting adjustments have not been finalized.

Recommendation:

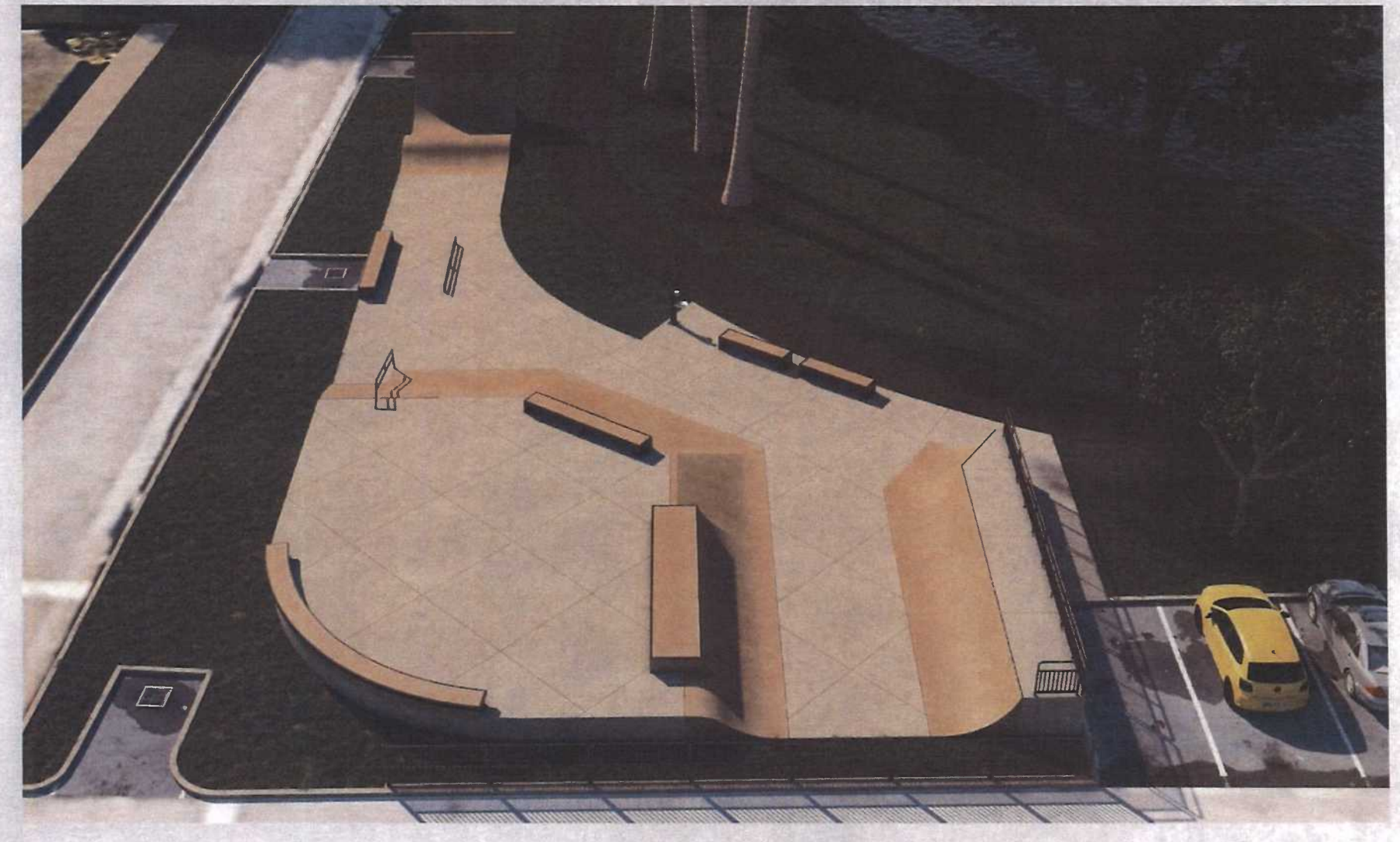
A recommendation is being made to further research Public Access systems in support of an automated public records research process while protecting and limiting access to data and information that could expose the Village to security breaches, hackings, or dissemination of inaccurate information.

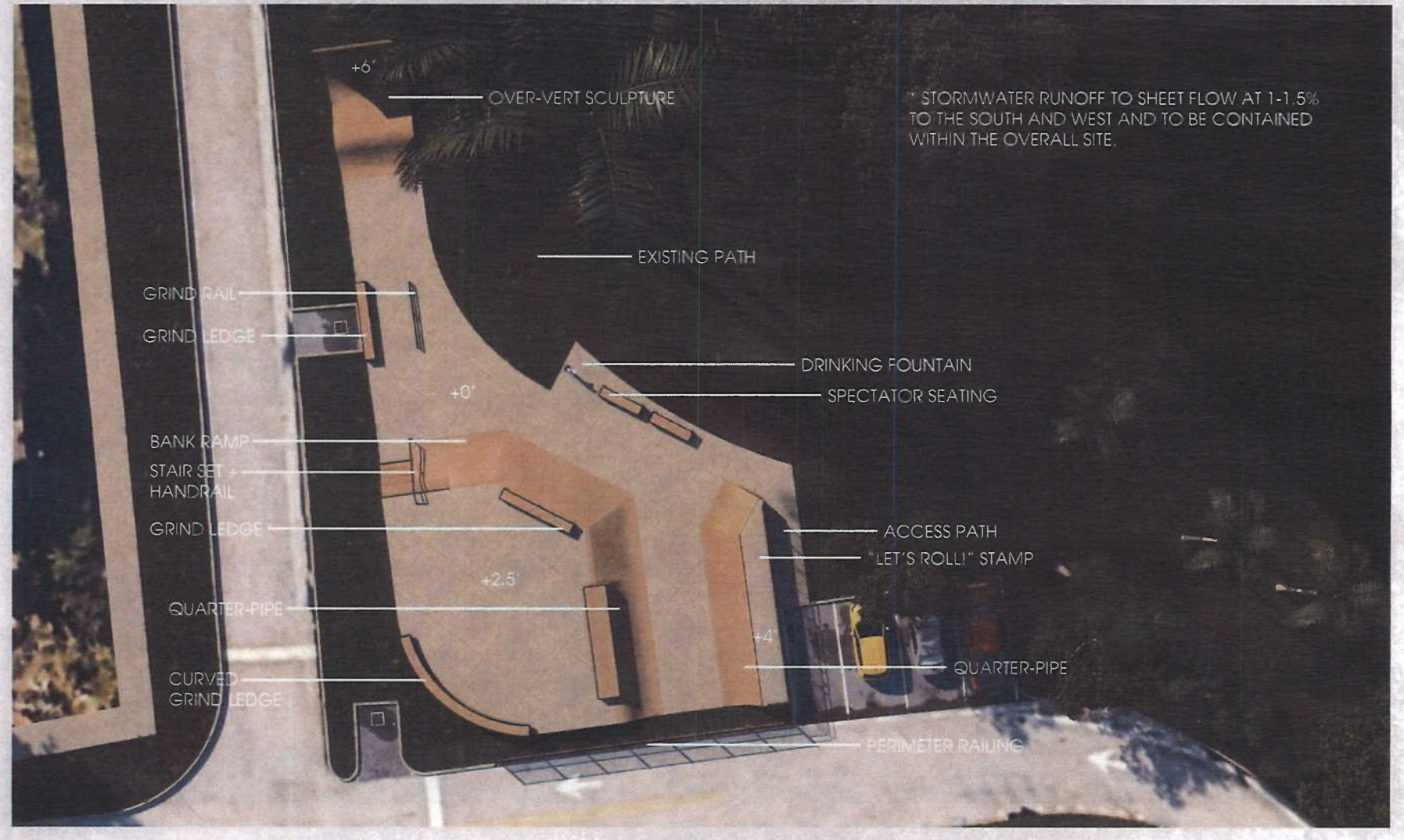



LET'S ROLL


LET'S ROLL!



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OVER-VERT SCULPTURE
* STORMWATER RUNOFF TO SHEET FLOW AT 1-1.5% TO THE SOUTH AND WEST AND TO BE CONTAINED WITHIN THE OVERALL SITE.
EXISTING PATH
GRIND RAIL
GRIND LEDGE
DRINKING FOUNTAIN
+0'
SPECTATOR SEATING
BANK RAMP
STAIR SET + HANDRAIL
GRIND LEDGE
ACCESS PATH
"LET'S ROLL!" STAMP
+2.5'
QUARTER-PIPE
+4'
CURVED GRIND LEDGE
QUARTER-PIPE
PERIMETER RAILING

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
a. PRESENT COVID19 UPDATES: POLICY MODIFICATIONS, VACCINATION AND POSITIVITY RATES (FIRE RESCUE CHIEF ERIC LANG AND VILLAGE MANAGER)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
b. PRESENT PROJECT UPDATES ON PARK AT 530 CRANDON BOULEVARD
(PARADISE PARK)
(PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
c. PRESENT GIFT CARDS TO PARK NAMING CONTESTANTS
(COMMUNICATIONS OFFICER JESSICA DROUET)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
d. REPORT WEBSITE UPDATE: PHOTO GALLERY
(COMMUNICATIONS OFFICER JESSICA DROUET)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
e. PRESENT KITE SURFING PROGRAM UPDATE
(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
f. PRESENT SKATEBOARD PARK PROJECT RECOMMENDATION AND COST ESTIMATES (PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
g. PRESENT MAST ACADEMY SOLAR PANELS STATUS AND RECOMMENDATION
(PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
h. REPORT BUILDING RECERTIFICATION UPDATE
(CHIEF BUILDING OFFICIAL RENE VELAZCO)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
i. PRESENT NATIONAL FLOOD INSURANCE PROGRAM –COMMUNITY RATING SYSTEM AND RISK RATING 2 STATUS
(CHIEF BUILDING OFFICIAL RENE VELAZCO)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
j. REPORT FERNWOOD PARKING PROJECT UPDATE
(BUILDING, ZONING, PLANNING AND PUBLIC WORKS DIRECTOR JAKE OZYMAN)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
k. REPORT SEPTIC TO SEWER PROJECT UPDATE
(BUILDING, ZONING, PLANNING AND PUBLIC WORKS DIRECTOR JAKE OZYMAN)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
I. PRESENT PROGRESS ON SAFE ROUTE TO SCHOOLS PROGRAM
(BUILDING, ZONING, PLANNING AND PUBLIC WORKS DIRECTOR JAKE OZYMAN)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
m. REPORT BEACH ACCESS POINT EASEMENTS UPDATE
(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
n. REPORT FREEBEE PROGRAM UPDATE
(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
o. PRESENT BLADE MICRO MOBILITY PILOT CONCEPT
(EBIKES)
(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
p. PRESENT SARGASSUM REMOVAL PLAN UPDATE WITH COMPOSTING OPTIONS AND COST PROJECTIONS FOR REMAINDER OF FY21 AND FOR FY22
(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
q. REPORT UPDATE ON VILLAGE'S PARTICIPATION IN THE USACE COASTAL STORM RISK MANAGEMENT BEACH PROTECTION FEASIBILITY STUDY
(CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
r. PRESENT RICKENBACKER CAUSEWAY UPDATE
(VILLAGE MANAGER)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
s. PRESENT RECOMMENDED FY22 LEGISLATIVE AND PARTNER AGENDA
(VILLAGE MANAGER)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
t. PRESENT COMMUNITY GROUP TRANSITION PLAN
(VILLAGE MANAGER)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
u. PRESENT COST AND TIME ESTIMATE AND DISCUSS OPEN PUBLIC ACCESS SYSTEM
(CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
1.) MAYOR'S APPOINTMENTS TO BOARDS AND COMMITTEES
(MAYOR DAVEY)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
2.) MISCELLANEOUS ITEMS: CRANDON BLVD, POLICE POLICY, COMMUNITY CENTER REOPENING (COUNCILMEMBER SEGUROLA)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
3.) KEY BISCAYNE GOLF CART ORDINANCE
(COUNCILMEMBER SEGUROLA)

Suggested Action:

Attachments:

Agenda Item No:

REGULAR COUNCIL MEETING Agenda Item Report

Meeting Date: August 24, 2021
Submitted by: Michael Fleming
Submitting Department: Information Technology Department
Item Type: REPORTS AND RECOMMENDATIONS:
Agenda Section:

Subject:
4.) KEY BISCAYNE POLICY TOWARDS MINORS
(COUNCILMEMBER SEGUROLA)

Suggested Action:

Attachments: